

CITY CLERK  
ORIGINAL

C-10581  
01/12/2016

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRANCO MACHINERY CO.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 12 day of January, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Branco Machinery Co., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 9, 2015, the City of Phoenix entered into a contract with Contractor to purchase the goods and services described in the Off Road Equipment Cutting Edges & Cutting Tool Attachments Requirements contract ("Phoenix Contract"), which is attached hereto as Exhibit A. Section III, Paragraph 13 of the Phoenix Contract permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Phoenix Contract. Contractor consents to the City's utilization of the Phoenix Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor under the same terms and conditions as the Phoenix Contract, except as provided herein. According to the Phoenix Contract, purchases can be made by governmental entities from the date of award, which was April 9, 2015, until the date the contract expires on April 8, 2016, unless the term of the Phoenix Contract is extended by the mutual agreement of the original contracting parties. The Phoenix Contract, however, the term may not be extended beyond April 8, 2020. The initial period of this Agreement therefore is the period from its Effective Date until April 8, 2016. The City may renew the term of this Agreement for four (4) one-year periods until the Phoenix Contract expires on April 8, 2020. Renewals are not

automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

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

- A. Contractor shall provide City, at the rates provided in Exhibit B, the supplies and/or services identified in the Scope of Work, which is attached hereto as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Phoenix Contract. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Phoenix Contract, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty five thousand dollars (\$35,000) annually, or one hundred seventy five thousand dollars (\$175,000) over the entire term of this Agreement.

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

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

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

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Etnie Ruiz Solid Waste Superintendent LF/MRF  
6210 W. Myrtle Suite 111  
Glendale, Arizona 85301  
623-930-4722

and

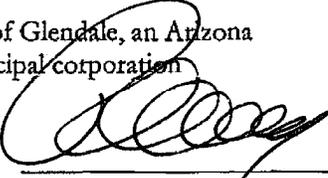
Branco Machinery Co.  
c/o Brad A. Conover  
1205 N. McQueen Road  
Gilbert, AZ 85233  
480-892-3174

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

“City”

City of Glendale, an Arizona  
municipal corporation

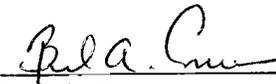
By:

  
Richard A. Bowers  
Acting City Manager

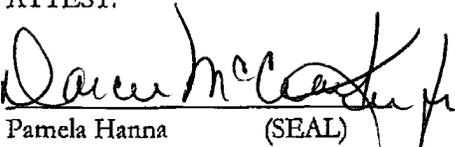
“Contractor”

Branco Machinery Co.  
a(n) Arizona company

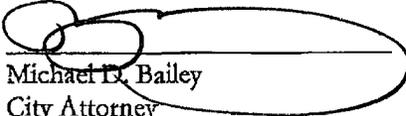
By:

  
Name: Brad A. Conover  
Title: President

ATTEST:

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRANCO MACHINERY CO.**

**EXHIBIT A  
CITY OF PHOENIX IFB-15-115  
OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS**

# EXHIBIT A



140377--0

**CITY OF PHOENIX  
Procurement Division**

**INVITATION FOR BID  
IFB 15-115 (LD)**

**OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS-  
REQUIREMENTS CONTRACT**

**CONTACT PERSON  
Linda Duarte  
Contract Specialist II  
602-262-7789  
linda.duarte@phoenix.gov**



## TABLE OF CONTENTS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### **Instructions**

- Solicitation Response Checklist
- Introduction
- Vendor Management Registration
- Schedule of Events
- Obtaining a Copy of the Solicitation and Addenda
- Preparation of Bid
- Addenda
- Licenses
- Certification
- Submission of Bid
- Withdrawal of Offer
- Bid Results
- Award of Contract
- City's Right to Disqualify for Conflict of Interest
- Offeror's Compliance with Health, Environmental and Safety Requirements
- Solicitation Transparency Policy
- Protest and Appeals Process

### **Section I**

### **Standard Terms and Conditions**

- Definition of Key Words Used in the Solicitation
- Contract Interpretation
- Contract Administration and Operation
- Costs and Payments
- Contract Changes
- Risk of Loss and Liability
- Warranties
- City's Contractual Rights
- Contract Termination

### **Section II**

### **Special Terms and Conditions**

### **Section III**

### **Scope**

### **Section IV**

### **Submittals**

### **Section V**

### **Attachments**

### **Section VI**



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Please read this before continuing on to the bid document.

### SOLICITATION RESPONSE CHECK LIST

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

- 1. All forms have been signed. All of Section V, Submittals, is included.
- 2. The prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. Any required drawings or descriptive literature have been included.
- 5. The delivery information block has been completed.
- 6. If required, the amount of the bid surety has been checked and the surety has been included.
- 7. Review the insurance requirements, if any, to assure you are in compliance.
- 8. The specified number of copies of your offer has been included.
- 9. Any addenda have been signed and are included.
- 10. The mailing envelope has been addressed to:  
City of Phoenix, Procurement, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.  
The mailing envelope clearly shows:  
Your company name and address, the solicitation number, and the bid opening date.
- 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### 1. INTRODUCTION

The City of Phoenix invites sealed bids for OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS for a one-year period commencing on or about April 1, 2015, in accordance with the specifications and provisions contained herein.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

### 2. SOLICITATION NOTICE

A notice of this solicitation was issued via the City's Vendor Management System (<http://bizopps.phoenix.gov>) using the following commodity codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes:

- A. 578-64 Recycling Equipment, Machines, and Supplies
- B. 760-00 Road and Highway Equipment: Earth Handling, Grading, Moving, Packing, Etc.
- C. 760-06 Blades and Edges: Dozer, Grader, Scraper, Snow Plow, etc.
- D. 760-84 Scrapers
- E. 863-16 Tires and Tubes, Off-Road Equipment
- F. 863-30 Tires and Tubes, Misc. (Not Otherwise Listed)
- G. 929-04 Agricultural Implements, Parts and Accessories Maintenance and Repair
- H. 929-31 Construction Equipment Maintenance and Repair (Not Otherwise Listed)
- I. 929-35 Earth Handling, Grading, Moving, and Packing Equipment Maintenance and Repair

### 3. VENDOR SELF REGISTRATION

Any Offeror that is recommended for contract award resulting from this solicitation must be registered in the City's on-line Vendor Management System (VMS) prior to issuance of a contract award or purchase order. Access to the VMS for registration purposes is available at <http://bizopps.phoenix.gov>. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in VMS within three (3) business days following award notice.

### 4. SCHEDULE OF EVENTS

- Bid Due Date:** February 6, 2015 at 2:00 p.m.  
Local Arizona Time
- Bid Submittal Location:** Calvin Goode Building  
City of Phoenix Finance Department  
Procurement Division  
251 W. Washington Street, 8th Floor  
Phoenix, AZ 85003
- 
- Pre-bid Conference Date:** January 26, 2015 at 9:00 a.m.  
Local Arizona Time
- Pre-bid Location:** Calvin Goode Building  
City of Phoenix Finance Department  
Procurement Division  
251 W. Washington Street, 8th Floor  
Phoenix, AZ 85003



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

City reserves the right to change dates and/or locations as necessary.

**5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**

Interested offerors may download the complete solicitation and any/all associated from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

**6. PREPARATION OF BID**

**6.1** All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due date and time. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be thorough and complete to meet the City's needs.

**6.2** 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 a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.

**6.3** 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.

**6.4** Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.

**6.5** Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must



**SECTION I - INSTRUCTIONS**

**CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181**

be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids 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.

- 6.6 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.
- 6.7 Prices shall 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 shall prevail unless obviously in error.
- 6.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take the tax into consideration. Taxes must be listed as a separate item on all invoices.

**7. ADDENDA**

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling (602) 262-7181. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the bid submittal.

**8. LICENSES**

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

**9. 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 shall 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.

**10. SUBMISSION OF BID**

Bids must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division's clock.

Bids 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)
- IFB Number



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

#### 11. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

#### 12. BID RESULTS

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

A preliminary bid tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

#### 13. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest 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. 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.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

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 bids or portions thereof; or (3) reissue a solicitation.

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

#### 14. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

**15. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS**

The Offeror's products, services and facilities shall 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 the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

**16. SOLICITATION TRANSPARENCY POLICY**

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for Off Road Equipment Cutting Edges and Cutting Tool Attachments, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. 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 who are not involved in the selection process

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 Linda Duarte, conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. Offerors that violate this policy shall be disqualified.

### 17. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>. Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

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

The Procurement Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

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

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal 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 shall apply:

"A.R.S."	Arizona Revised Statute
"Offeror"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Broker, Packager, Manufacturer's Representative, Jobber"	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
"Buyer"	City of Phoenix, City Procurement Division staff person responsible for the solicitation.
"CBP"	U.S. Customs and Border Control.
"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/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Days"	Means calendar days unless otherwise specified.
"Deputy Finance 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 in this state, that has a license issued by an agency in this state



**SECTION II - STANDARD TERMS AND CONDITIONS**

**CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181**

and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an Independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

- "EPA" Environmental Protection Agency
- "FIFRA" Federal Insecticide, Fungicide and Rodenticide Act
- "FIS" Federal Inspection Services.
- "Manufacturer" A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
- "Offer" Means bid or quotation.
- "Regular Dealer" A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- "Solicitation" Means an Invitation for Bid (IFB) or Request for Quote (RFQ).
- "Suppliers" Firms, entities or individuals furnishing goods or services directly to the City.
- "Vendor" A seller of goods or services.

**2. CONTRACT INTERPRETATION**

- 2.1 **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 **IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 **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 shall prevail in the order set forth below:
  - A. Special terms and conditions



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- B. Standard terms and conditions
- C. Statement or scope of work
- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Offerors
- H. Other documents referenced or included in the Invitation for Bid

- 2.4 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 shall 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 shall 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 shall save and hold the City harmless with respect thereto.
- 2.5 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.6 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.
- 2.7 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 shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

### 3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2 PUBLIC RECORD:** All bids submitted in response to this Invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

- 3.3 CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors 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. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

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

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

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The 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. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

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.

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

- 3.5 LICENSES AND PERMITS:** Contractor shall 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.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.
- 3.7 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 shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all Intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall 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 shall provide the City:



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- 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 shall 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 shall 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 Offeror's facilities (during normal business hours).

- 3.10 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 or not they are 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.

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

- 3.12 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 shall 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.

- 3.13 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.

- 3.14 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 shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

#### 4. COSTS AND PAYMENTS



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 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 bid.
- 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 (1) year after the last item of the account accrued.
- 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 shall 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 of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix 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 shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.
- 5. CONTRACT CHANGES**
- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 5.3 **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
- 5.4 **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 shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

### 6. RISK OF LOSS AND LIABILITY

- 6.1 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall 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 shall 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 shall 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 shall conform to the cancellation clause set forth in this document.
- 6.3 **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "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) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property properly caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 6.4 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

- 6.5 **FORCE MAJEURE:** Except for payment of sums due, neither party shall 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 shall 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 shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.6 **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 project manager.
- 6.7 **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

### 7. WARRANTIES

- 7.1 **GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
- 7.3 RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City 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 offeror.
- 7.6 REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.
- 8. CITY'S CONTRACTUAL RIGHTS**



**SECTION II - STANDARD TERMS AND CONDITIONS**

**CITY OF PHOENIX**  
**Procurement Division**  
**251 W. Washington Street**  
**8th Floor**  
**Phoenix, AZ 85003**  
**Phone: (602) 262-7181**

- 8.1 **RIGHT TO 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 (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 **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.
- 8.4 **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 Offeror.
- 8.5 **DEFAULT:** In case of default by the offeror, 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 bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 **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 shall 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.
- 8.7 **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during 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. 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 was not received prior to the Contractor's performance.
- 8.8 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**8.9 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.

### 9. CONTRACT TERMINATION

**9.1 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 shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

**9.2 CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days 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 shall 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 shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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 give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.



**SECTION II - STANDARD TERMS AND CONDITIONS**

**CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181**

**9.3 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.



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181**

**1. INQUIRIES**

To be considered, written inquiries shall be received by January 29, 2015, 10:00 a.m. local Arizona time. Written inquiries must be emailed [linda.duarte@phoenix.gov](mailto:linda.duarte@phoenix.gov). Inquiries received will then be answered in an addendum and published on the Procurement Website.

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 the closing date and time for the submission of proposals. All questions concerning or issues related to this solicitation shall be presented in writing.

**2. FOB POINT**

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Please see Exhibit A.

**3. PRICE**

All prices submitted shall be firm and fixed for the initial one year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to IFB 15-115, 251 W Washington Street, 8<sup>th</sup> floor, Phoenix, AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director.

**4. DISCOUNT OR MARKUP**

All discounts and/or markup offered shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

**5. AWARD**

Award will be made on an "all or none" basis by group. For any group, offer must be shown for each item(s) within their group. Submittal without individual item prices listed will be considered as non-responsive and rejected.

**6. MULTIPLE AWARDS**

The City reserves the right to award to more than one (1) contractor. The City's decision will be based upon the ability of the primary source to supply acceptable goods or services within the City's time requirements. The City's decision to utilize multiple contractors shall be final and conclusive.

**7. OPTION TO EXTEND**

The City may, at its option and with approval of the Contractor, extend the period of this contract up to four additional year(s), in increments of up to one year.

**8. METHOD OF ORDERING – (AUTO STORES)**

Individuals specifically authorized by the Deputy Finance Director, Procurement Division, will place verbal orders directly to the Contractor with an Auto Stores Parts Requisition (APR) number. A copy of the Auto Stores Purchase Requisition (APR) will not be mailed to the Contractor. Contractors packing slips/delivery tickets shall identify each item with a part number,



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**  
**Procurement Division**  
**251 W. Washington Street**  
**8th Floor**  
**Phoenix, AZ 85003**  
**Phone: (602) 262-7181**

description and be individually priced. Each packing slip or delivery ticket shall also include the Auto Stores Purchase Requisition (APR) number and be signed.

**9. METHOD OF PAYMENT (AUTO STORES)**

Payment to be made from Contractor's Invoice submitted to cover items received and accepted. Two (2) copies of each invoice are required. All invoices shall include the Auto Store Purchase Requisition (APR) number. Any inquiries regarding invoices should be directed to  
Auto Stores  
2441 S. 22nd Avenue  
Phoenix, Arizona 85009

**10. NEW PRODUCT AVAILABILITY**

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

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- E. Documentation confirming that the price for the replacement is the same as, or less, than the discontinued item.

**11. SUBSTITUTION OF SPECIFIED ITEMS**

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

**12. 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 shall request permission to substitute a new product or model and provide the following:

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.



**SECTION III -- SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181**

E. Documentation from the manufacturer confirming the price for the replacement item. Deputy Finance Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

**13. COOPERATIVE AGREEMENT**

In addition to the City of Phoenix 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 [www.maricopa.gov/materials](http://www.maricopa.gov/materials) 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 of Phoenix shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

**14. PERFORMANCE INTERFERENCE**

Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

Department Contact: Tom Crider

Phone: 602-534-0686

	<b>SECTION IV - SCOPE OF WORK</b>	<b>CITY OF PHOENIX</b> <b>Procurement Division</b> <b>251 W. Washington Street</b> <b>8th Floor</b> <b>Phoenix, AZ 85003</b> <b>Phone: (602) 262-7181</b>
---	-----------------------------------	--

**1.1. SCOPE**

The City of Phoenix, Public Works Department, Fleet Services Division (City) is responsible for the acquisition, management and maintenance of a citywide off road fleet of over 260 different vehicles and support equipment. To ensure the continued operations of this fleet, the City has 18 maintenance facilities. Annually, the City spends approximately \$65,000 for cutting edges, teeth and other attachment accessories.

The Contractor shall provide parts and accessories as required for the City's off road fleet. These parts and accessories shall be supplied on an "as needed" / "if needed" basis for a period of one (1) year beginning after City Council approval, according to the requirements contained herein.

**1.2. CONTRACTOR REQUIREMENTS**

**2.1 Inventory and Delivery Requirements**

2.1.1 The Contractor shall establish and maintain sufficient local product inventory to support the City's fleet of vehicles and equipment. The Contractor shall guarantee that stock of products specified in this agreement is available locally and shall provide parts delivery and will call services, excluding weekends. If special handling and/or freight are required, the Contractor will assume all charges unless prior authorization from the City is provided. If such authorization is received, the City will reimburse the Contractor as a pass through cost on the invoice with documentation.

2.1.2 The Contractor must meet the following fill rates:

- i The Contractor will make available or deliver 85% of all orders within 3 business days after receipt of order.
- ii The Contractor will make available or deliver 100% of all orders within 7 business days after the receipt of order.
- iii For orders requiring more time than allowed, as outlined above, the Contractor will notify the City authorized representative by email. This notification must include the reason for the delay, backorder information and estimated date/time of delivery. The Contractor will provide status updates on the order until delivered.

2.1.3 In the event that an item cannot be supplied immediately from Contractor's stock, the City reserves the right to purchase the item from other sources when the City determines that it is an emergency purchase need.

2.1.4 Deliveries will be made to various City locations. A list of current locations is found in Exhibit A. However, the City may add or remove locations as necessary.

**2.2 Invoice Requirements**

2.2.1 All correspondence including invoices, credit memos, statements and account inquiries are to be mailed to 2441 S. 22nd Avenue, Phoenix, Arizona 85009, Attention: Auto Stores or emailed to [pwd.auto.stores@phoenix.gov](mailto:pwd.auto.stores@phoenix.gov), unless otherwise requested by specific accounts.

2.2.2 All invoices must be supplied within three (3) business days of component delivery to the service location.



## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 2.2.3 If offered, the prompt payment discounts eligible days will begin upon receipt of the invoice at Auto Stores via emailed at [pwd.auto.stores@phoenix.gov](mailto:pwd.auto.stores@phoenix.gov), or by USPS mail, mailing address at 2441 S. 22nd Avenue, Phoenix, Arizona 85009, Attention: Auto Stores.
- 2.2.4 At a minimum the invoice must include the following: identify the City of Phoenix as the customer, the City issued purchase order number, the contract agreement number, and itemized parts charges.
- 2.2.5 If special handling and/or freight are required, the Contractor will assume all charges unless prior authorization from the City is provided. If such authorization is received, the City will reimburse the Contractor as a pass through cost on the invoice with documentation.

### 2.3 Warranty Requirements

- 2.3.1 Contractor will guarantee all products supplied under this contract for a minimum period of three (3) months against defects in material and workmanship.
- 2.3.2 Contractor shall issue a credit memo to the City of Phoenix Auto Stores for failed products. Replacement parts will not be accepted under this contract.
- 2.3.3 All merchandise involved in warranty claims will be picked up from City locations by the Contractor on a weekly basis. Warranty claims must be processed within three (3) weeks of pick up. All Contractor disputed warranty claims will be brought to the attention of the Fleet Services Division's Warranty Program within that same three (3) week period in writing. If the claim is not disputed in the allotted time period the claim shall be deemed approved and payable to the City.

### 1.3. CONTRACTOR QUALIFICATIONS

- 3.1 Contractor shall utilize properly qualified employees in the performance of this contract. A qualified employee is defined as one who is trained and capable of properly, safely, and promptly providing services requested in association with this contract. Unqualified employees are not permitted to provide assistance of any kind under this contract.
- 3.2 Contractor will not subcontract, use third party companies, or use any other parties to perform these services without written authorization from the City. Should authorization for such be granted, use of any subcontractors or other parties shall not relieve, release or affect in any manner the Contractor's duties, liabilities or obligations under this contract.
- 3.3 If the City determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this agreement or is otherwise detrimental to the City, a written notice will be issued to the Contractor. Upon receipt of such notice the Contractor shall promptly provide a qualified replacement person(s) to provide services under this contract. Examples of such conduct include: performing unsatisfactory services; poor customer service; interfering with operation of City fleet; or inappropriate behavior towards occupants, other contractors or subcontractors.

### 1.4. CONTRACTOR SERVICES



## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 4.1 Upon request, the Contractor shall provide an accurate and complete report detailing all orders placed under this contract. This report shall include:
- 4.1.1 The date the order was placed.
  - 4.1.2 Description of the part and accessory (Manufacturer's Part Number, Catalog Date, List Price, Discount Price).
  - 4.1.3 Carrier shipping information.
  - 4.1.4 The date the order is complete.
  - 4.1.5 City reference order number.
- 4.2 Services provided under this contract shall be performed in conformance with all provisions of this agreement; legal statutes; code requirements; applicable OEM specifications; and Fleet Services Policies.
- 4.3 City has the right to return new parts in their original packaging for credit through Contractor who is an authorized (dealer/vendor/reseller) for the manufacturer, whether purchased from the current Contractor on this contract or another contractor on a previous contract.

### 1.5. PROMOTIONAL PRICING

The Contractor may offer sales promotions to the City at the Contractor's discretion, for specific products or groups of products within the scope of this Contract. Sales promotions can include additional rebates, specials, product discounts offered by manufacturers, etc.

### 6. PRODUCT GROUPS AND SPECIFICATIONS

#### 6.1 Group 1 Rubber Cutting Edge & Hardware

- 6.1.1 Item 1, Rubber cutting edge to be made of a wedge shaped piece of 48" solid industrial strength rubber, it must have 5-1/2" of usable rubber; with a universal channel mount system that allows for hardware to be moved along the track to desired bolt pattern specification.

The following are excluded from the contract: cutting edges with side plates and/or laminated rubber construction.

- 6.1.2 Item 2, Rubber cutting edge to be made of a wedge shaped piece of 60" solid industrial strength rubber, it must have 5-1/2" of usable rubber; with a universal channel mount system that allows for hardware to be moved along the track to desired bolt pattern specification.

The following are excluded from the contract: cutting edges with side plates and/or laminated rubber construction.

- 6.1.3 Item 3, Hardware kit for the rubber edges must be for a bolt hole of 1-1/8" and include one 4" bolt, one channel plate, one flat washer, one lock washer, and one nut.

#### 6.2 Group 2 Carbon Alloy Cutting Edge

- 6.2.1 Bolt-on cutting edge material must be Black Cat Blade, BCB1084, High Carbon Alloy Abrasion Resistant Bar, or offered in an equivalent brand that meets the material hardness and composition requirements listed in the table below:



## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
 Procurement Division  
 251 W. Washington Street  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7181

### Group 2 - High Carbon Alloy Abrasion Resistant Bar Equivalent Material Hardness and Composition Requirements

Including	Target Hardness
Bolt on Construction Blades	250 to 320 Brinell (25 to 34 HRC)
Element	Spec. (In weight percentage)
Carbon ( C )	0.84
Manganese (Mn)	0.70
Sulphur (S)	0.05 maximum
Phosphorous (P)	0.04 maximum
Silicon (Si)	0.25
Iron (Fe)	Remainder
Total	100%

#### 6.2.2 Group 2 High Carbon Alloy Abrasion Resistant Bar - Product Requirements

Material Requirements: BCB1084 or Equivalent						
Item No.	Thickness	Width	Length	Holes	Hole Size	Edge Type
The following items will be priced per blade						
4	3/4"	8"	59-7/8"	5	1/2"	Flat Square
5	3/4"	10"	90-1/2"	16	5/8"	Flat Double Bevel
6	3/4"	8"	34"	3	1/2"	Flat Square
7	3/4"	8"	92-1/2"	8	3/4"	Flat Double Bevel
8	3/4"	6"	59-5/8"	6	1/2"	Flat Double Bevel
9	1/2"	4"	88-3/4"	8	1/2"	Flat Single Bevel
10	3/4"	8"	80"	7	5/8"	Flat Double Bevel
The following items will be priced by the square inch						
11	1/2"	6"	TBD	TBD	TBD	Flat Square
12	1/2"	6"	TBD	TBD	TBD	Flat Double Bevel
13	1/2"	6"	TBD	TBD	TBD	Flat Single Bevel
14	1/2"	8"	TBD	TBD	TBD	Flat Square
15	1/2"	8"	TBD	TBD	TBD	Flat Double Bevel
16	1/2"	8"	TBD	TBD	TBD	Flat Single Bevel
17	3/4"	6"	TBD	TBD	TBD	Flat Square
18	3/4"	6"	TBD	TBD	TBD	Flat Double Bevel
19	3/4"	6"	TBD	TBD	TBD	Flat Single Bevel
20	3/4"	8"	TBD	TBD	TBD	Flat Square
21	3/4"	8"	TBD	TBD	TBD	Flat Double Bevel
22	3/4"	8"	TBD	TBD	TBD	Flat Single Bevel



## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 6.2.3 Weld-on cutting edge material must be Black Cat Blade, BCB1055, Medium Carbon Alloy Weld Friendly Bar, or offered in an equivalent brand that meets the material hardness and composition requirements listed in the table below:

**Group 2 - Medium Carbon Alloy Weld Friendly Bar**  
**Equivalent Material Hardness and Composition Requirements**

Including	Target Hardness
Weld In Single Bevel	240 to 300 Brinell (22 to 32 HRC)
Element	Spec. (in weight percentage)
Carbon ( C )	0.55
Manganese (Mn)	0.75
Sulphur (S)	0.05 maximum
Phosphorous (P)	0.04 maximum
Silicon (Si)	0.25
Iron (Fe)	Remainder
Total	100%

- 6.2.2 Group 2 Medium Carbon Alloy Weld Friendly Bar - Product Requirements

Material Requirements: BCB1055 or Equivalent						
The following items will be priced per blade:						
Item No.	Thickness	Width	Length	Holes	Hole Size	Edge Type
23	3/4"	6"	62"	N/A	N/A	Flat Single Bevel
24	1/2"	4"	89"	N/A	N/A	Flat Single Bevel
25	3/4"	8"	110"	N/A	N/A	Flat Single Bevel
The following items will be priced per blade:						
26	1/2"	4"	TBD	N/A	N/A	Flat Single Bevel
27	1/2"	6"	TBD	N/A	N/A	Flat Single Bevel
28	1/2"	8"	TBD	N/A	N/A	Flat Single Bevel
29	3/4"	6"	TBD	N/A	N/A	Flat Single Bevel
30	3/4"	8"	TBD	N/A	N/A	Flat Single Bevel

- 6.3 Group 3 Kennametal Road Planing and Trenching Tools

- 6.3.1 Item 31, RZ1-01P (RP18), Road Rehabilitation Conicals, RoadRazor II, RZ Series 20mm (.76") Shank. No substitutions for Kennametal brand will be accepted under this contract.
- 6.3.2 Item 32, QC110HD, Soil Stabilization Toolholder System, Quick Change Series. No substitutions for Kennametal brand will be accepted under this contract.
- 6.3.3 Item 33, SM08, SM Series Trenching Tool. No substitutions for Kennametal brand will be accepted under this contract.

- 6.4 Optional Pricing

	<b>SECTION IV - SCOPE OF WORK</b>	<b>CITY OF PHOENIX</b> Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181
---	-----------------------------------	---

Item 34, Price option for complete Kennametal line of road planing and trenching tools.

**ORIGINAL**



**SECTION V - SUBMITTAL**

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Please submit one (1) printed complete original one (1) complete electronic copy (on a CD/DVD or USB drive). Please submit only Section V, do not submit a copy of the entire IFB document. This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

**1. ALL OR NONE BID PRICE SCHEDULE AND DELIVERY SCHEDULE**

**Note:** Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices.

Failure to supply complete documentation below may result in your response being non-compliant:

Document	Original	Electronic	Copy
Section V- Submittal (Signed and Completed)	Yes	Yes	Yes
Submittal Spreadsheet (Excel Format Only) PDF or other formats will not be accepted	Yes	Yes	Yes

**1. PAYMENT TERMS**

Contractor offers a prompt payment discount of 0 % \_\_\_\_\_ days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

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.

**2. SERVICE CONTACT**

Name Frank Agostino

Telephone Number 480-892-5657

Alternate Contact Brad Conover

Telephone Number 480-980-2876 cell

Company Name <u>Branco Machinery Co.</u>	Page 32 of 35
Solicitation Due Date: February 6, 2015	Solicitation No. IFB 15-116



SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

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. [Redacted]

Use Tax No. for Out-of State Suppliers

City of Phoenix Sales Tax No.

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

THE VENDOR MANAGEMENT SYSTEM ID NUMBER.
OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND/OR REJECTED

Enter Vendor Management System ID Number
ID number can be located by signing on at http://bizopps.phoenix.gov
00006868

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 of the other offerors or potential offerors.

Authorized Signature: [Signature] Date: 2-5-2015

Printed Name and Title: Brad A. Conover President

Company Name: Branco Machinery Co.
Address: 1205 N. McQueen Road
City, State and Zip Code: Gilbert, AZ 85233
Telephone Number: 480-892-5657
Company's Fax Number: 480-892-3174



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Company's Toll Free # \_\_\_\_\_

Email Address

brad @ brancomachinery.com

Company Name Branco Machinery Co.

Solicitation Due Date: February 6, 2015

Solicitation No. IFB 15-115

Page 34 of 35



**SECTION V - SUBMITTAL**

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

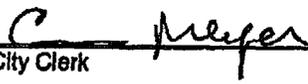
**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services 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. P-10440-20. 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

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Jim Campion, Deputy Finance Director

Approved as to form this 19 day of November, 2014

Awarded this 9<sup>th</sup> day of APRIL, 2015.

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.



CITY CLERK DEPT.  
2015 APR -9 AM 10:52

**SECTION V - SUBMITTAL SPREADSHEET**

IFB 15-116(LD)

OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS - REQUIREMENTS CONTRACT

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Offeror Name:	Branco Machinery Co.
---------------	----------------------

*Offeror shall not modify this form in any way other than providing the information and prices as requested.*  
*Offeror shall determine which products to bid and shall fill in the City bid price in the appropriate cell.*  
*For the products offered, offerors shall submit the manufacturer, product name, and specification sheets.*  
*Prices shall be all inclusive with the exception of applicable taxes.*  
*Cells shaded blue contain formulas and shall not be modified.*

**GROUP 1 - Rubber Cutting Edges & Hardware**

Item No.	Description of Product	Unit of Measure (UOM)	Product Being Bid: Manufacturer, Product Name/Number	Estimated Quantities	Unit Price	Extended Price
1	48" Rubber Edge	EA		4		\$ -
2	60" Rubber Edge	EA		34		\$ -
3	1-1/8" Hardware Kit	EA		90		\$ -
<b>GROUP 1 - TOTAL</b>						\$ -

**GROUP 2 - Carbon Alloy Cutting Edges**

Item No.	Description of Product	Unit of Measure (UOM)	Product Being Bid: Manufacturer, Product Name/Grade	Estimated Quantities	Unit Price	Extended Price
4	3/4"x8"x59-7/8" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	6	\$ 199.20	\$ 1,195.20
5	3/4"x10x90-1/2" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	5	\$ 440.44	\$ 2,202.20
6	3/4"x8"x34" FSE	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	4	\$ 119.34	\$ 477.36
7	3/4"x8"x92-1/2" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	2	\$ 341.31	\$ 682.62
8	3/4"x6"x59-5/8" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 166.80	\$ 166.80
9	1/2"x4"x88-3/4" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 123.71	\$ 123.71
10	3/4"x8"x80" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 276.80	\$ 276.80
11	1/2"x6"XTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 1.50	\$ 1.50
12	1/2"x6"XTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 1.46	\$ 1.46
13	1/2"x6"XTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 1.86	\$ 1.86
14	1/2"x8"XTBD FSE	SQ IN	Not Available	1	N/A	N/A
15	1/2"x8"XTBD FDB	SQ IN	Not Available	1	N/A	N/A
16	1/2"x8"XTBD FSB	SQ IN	Not Available	1	N/A	N/A
17	3/4"x6"XTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.26	\$ 2.26
18	3/4"x6"XTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.28	\$ 2.28
19	3/4"x6"XTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.16	\$ 2.16
20	3/4"x8"XTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 3.06	\$ 3.06
21	3/4"x8"XTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 3.02	\$ 3.02

22	3/4"x8"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.90	\$ 2.90
23	3/4"x6"x62" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	90	\$ 133.92	\$ 12,052.80
24	1/2"x4"x89" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	2	\$ 83.66	\$ 167.32
25	3/4"x8"x110" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 319.00	\$ 319.00
26	1/2"x4"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 0.94	\$ 0.94
27	1/2"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 1.86	\$ 1.86
28	1/2"x8"xTBD FSB	SQ IN	Not Available	1	N/A	N/A
29	3/4"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.16	\$ 2.16
30	3/4"x8"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.90	\$ 2.90
<b>GROUP 2 - TOTAL</b>						\$ 281.62

**GROUP 3 - Kennametal Road Planing and Trenching Tools**

Item No.	Product No.	Unit of Measure (UOM)		Estimated Quantities	Unit Price	Extended Price
31	RZ1-01P	EA		3,400	\$ 5.99	\$ 20,366.00
32	QC110HD	EA		120	\$ 33.24	\$ 3,988.80
33	SM06	EA		200	\$ 8.61	\$ 1,722.00
<b>GROUP 3 - TOTAL</b>						\$ 26,076.80

**OPTIONAL PRICING - Kennametal Road Planing and Trenching Tools**

Item No.	Manufacturer	Price Options (Identify Only One) % Discount or % Markup	Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition, etc.)
34	Kennametal		

~~XXXXXXXXXX~~  
**Current Listing of City of Phoenix Delivery Locations**

**PUBLIC WORKS - EQUIPMENT MANAGEMENT LOCATIONS:**

**AUTO STORES/CENTRAL TIRE SHOP:**

- 2441 South 22<sup>nd</sup> Ave., Phoenix, AZ

**SERVICE CENTERS:**

- Fire Resources Center, 2625 South 19<sup>th</sup> Ave., Phoenix, AZ
- Glenrosa, 4021 West Glenrosa Ave., Phoenix, AZ
- Okemah, 3828 East Anne St., Phoenix, AZ
- Union Hills, 202 East Union Hills Dr., Phoenix, AZ
- Salt River, 3045 South 22<sup>nd</sup> Ave., Phoenix, AZ

**91st AVENUE TREATMENT PLANT:**

- 5615 South 9151 Ave., Tolleson, AZ

**LANDFILL & REFUSE OPERATIONS:**

- SR85 Landfill, 28361 West Patterson Rd., Buckeye, AZ
- North Gateway Transfer Station, 30205 North Black Canyon Rd., Phoenix, AZ
- 27<sup>th</sup> Avenue Solid Waste Management Facility, 3060 South 22<sup>nd</sup> Ave., Phoenix, AZ

**OTHER LOCATIONS:**

**AVIATION FLEET MAINTENANCE:**

- 2515 East Buckeye Rd., Phoenix, AZ

**ENCANTO STORES:**

- 1802 West Encanto Blvd., Phoenix, AZ

**VARIOUS OTHER CITY OF PHOENIX LOCATIONS, AS NEEDED.**



**SOLICITATION ADDENDUM**

Solicitation Number: IFB 15-115 (LD) Addendum #1 \* Page 1 of 1

Solicitation Due Date: Friday, February 6, 2015, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Please make the following changes to the above-referenced solicitation:

**QUESTION/ANSWER**

Q1: The only portion we can bid on is the rubber cutting edge portion - is that OK or do we have to bid on all items?

A1: Yes, it is acceptable to bid on only one group, but the group must be bid in its entirety.

Q2: If indeed the buckets are 120" would we be allowed to quote (3) of a 40" edge which also equals the 120" or does it HAVE to be 60"?

A2: The bid MUST be for a 60" edge.

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

Name of Company: Branco Machinery Co.  
Address: 1205 N. McQueen Road Gilbert, AZ 85233  
Authorized Signature: Brad A. Conover  
Print Name and Title: Brad A. Conover President



**SOLICITATION ADDENDUM**

Solicitation Number: IFB 15-115 (LD) Addendum #2 Page 1 of 1

Solicitation Due Date: Friday, February 6, 2015, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Please make the following changes to the above-referenced solicitation:

**QUESTION/ANSWER**

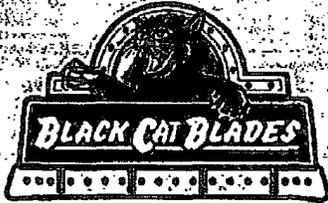
Q1: In regards to 6.3 in Section IV Scope of Work, Empire requests that CAT bits be an acceptable brand for this contract.

See the attached reference guide to support the quality of the CAT bit. Empire has conducted head to head testing with Kennametal on client jobsites. References available on request.

A1: The information provided is a reference guide, we will need to see verified performance data for the the scope of the bid to be changed. The performance data must show a head to head comparison of the Caterpillar bits to at least the following Kennametal bits: RZ1-01P and SM06.

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

Name of Company: Branco Machinery Co.  
Address: 1205 N. McQueen Road Gilbert, AZ 85233  
Authorized Signature: Brad A. Conover  
Print Name and Title: Brad A. Conover President



## Material Hardness Values

All Black Cat Blades Through Hardened cutting edges for Mining, Road Maintenance, and Construction applications are manufactured using high alloy "Boron" steels which are then heat treated, quenched and tempered to the following specifications:

### BCB400 High Alloy Weld Friendly Quenched and Tempered

Including	Target Hardness
Weld on Blades	301 to 390 Brinell (32 to 42 HRC)*
Bolt on C.A.R.M Blades	336 to 421 Brinell (36 to 45 HRC)
Half Arrow Weld On (Rolled Bar)	362 to 421 Brinell (39 to 45 HRC)
Half Arrow Bolt On (Rolled Bar)	410 to 512 Brinell (44 to 52 HRC)
Wear Bar	336 to 390 Brinell (36 to 42 HRC)

### BCB500 High Alloy High Abrasion Quenched and Tempered

Including	Target Hardness
Bolt on Blades	410 to 512 Brinell (44 to 52 HRC)
Heat Treated Grader Blades	421 to 512 Brinell (45 to 52 HRC)
End Bits	381 to 443 Brinell (41 to 47 HRC)
Weld on Blades	301 to 390 Brinell (32 to 42 HRC)

Black Cat Blades High Carbon "as rolled" cutting edges for Road Maintenance and Construction applications are manufactured using high carbon alloy steels which are processed in "as rolled" condition and meet the following specifications:

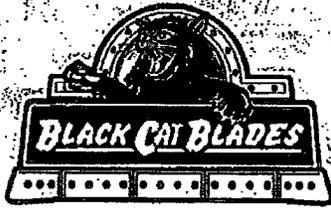
### BCB 1084 High Carbon Alloy Abrasion Resistant Bar

Including	Target Hardness
Bolt on Carbon Grader Blades	250 to 320 Brinell (25 to 34 HRC)
Bolt on Snow Plow Blades	250 to 320 Brinell (25 to 34 HRC)
Bolt on Construction Blades	250 to 320 Brinell (25 to 34 HRC)

### BCB1055 Medium Carbon Alloy Weld Friendly Bar

Including	Target Hardness
Small Sizes Weld In Single Bevel	240 to 300 Brinell (22 to 32 HRC)

\*Rockwell (HRC) hardness values are conversions using SAE tables, all process hardness measurements at Black Cat Blades are obtained with Brinell test equipment.



## Material & Composition

### Through Hardened Steels

The nominal chemical composition is as follows (in weight %):

Element	BCB500 up to 1-1/2"	BCB500 over 1-1/2"	BCB400 all sizes
Carbon (C)	0.25	0.25	0.16
Manganese (Mn)	1.25	1.25	1.25
Sulphur (S)	0.05 maximum	0.05 maximum	0.05 maximum
Phosphorous (P)	0.04 maximum	0.04 maximum	0.04 maximum
Silicon (Si)	0.25	0.25	0.25
Copper (Cu)	0.50 maximum	0.50 maximum	0.50 maximum
Chromium (Cr)	0.80	0.95	0.95
Boron (B)	0.0005 minimum	0.0005 minimum	0.0005 minimum
Iron (Fe)	Remainder	Remainder	Remainder
Total	100%	100%	100%

### High Carbon As Rolled Steels

The nominal chemical composition is as follows (in weight %):

Element	BCB1084	BCB1055
Carbon (C)	0.84	0.55
Manganese (Mn)	0.70	0.75
Sulphur (S)	0.05 maximum	0.05 maximum
Phosphorous (P)	0.04 maximum	0.04 maximum
Silicon (Si)	0.25	0.25
Iron (Fe)	Remainder	Remainder
Total	100%	100%

Black Cat Blades Through Hardened parts are covered by a limited warranty against breakage during the usable life of the part.

Black Cat Blades High Carbon parts are warranted against defects in material and workmanship.

*\*Exact chemical composition ranges of specific Black Cat products can be obtained by requesting an uncontrolled copy of "Material Specifications" from our Quality department.*

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRANCO MACHINERY CO.**

**EXHIBIT B  
AWARD AND RATE SHEET**



**SECTION V - SUBMITTAL**

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

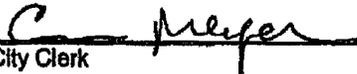
**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services 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. P-10440-20. 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

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Jim Campion, Deputy Finance Director

Approved as to form this 19 day of November, 2014

Awarded this 9th day of APRIL, 2015.

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.



CITY CLERK DEPT.  
2015 APR -9 AM 10:52

Company Name \_\_\_\_\_

Solicitation Due Date: February 6, 2015

Solicitation No. IFB 15-115

Page 35 of 35

**SECTION V - SUBMITTAL SPREADSHEET**

IFB 15-115(LD)

OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS - REQUIREMENTS CONTRACT

**CITY OF PHOENIX**  
 Procurement Division  
 251 W. Washington Street  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7161

Offeror Name:	Branco Machinery Co.
---------------	----------------------

Offeror shall not modify this form in any way other than providing the information and prices as requested.  
 Offeror shall determine which products to bid and shall fill in the City bid price in the appropriate cell.  
 For the products offered, offerors shall submit the manufacturer, product name, and specification sheets.  
 Prices shall be all inclusive with the exception of applicable taxes.  
 Cells shaded blue contain formulas and shall not be modified.

**GROUP 1 - Rubber Cutting Edges & Hardware**

Item No.	Description of Product	Unit of Measure (UOM)	Product Being Bid: Manufacturer, Product Name/Number	Estimated Quantities	Unit Price	Extended Price
1	48" Rubber Edge	EA		4		\$ -
2	60" Rubber Edge	EA		34		\$ -
3	1-1/8" Hardware Kit	EA		90		\$ -
<b>GROUP 1 - TOTAL</b>						\$ -

**GROUP 2 - Carbon Alloy Cutting Edges**

Item No.	Description of Product	Unit of Measure (UOM)	Product Being Bid: Manufacturer, Product Name/Number/Grade	Estimated Quantities	Unit Price	Extended Price
4	3/4"x8"x59-7/8" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	6	\$ 199.20	\$ 1,195.20
5	3/4"x10x90-1/2" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	5	\$ 440.44	\$ 2,202.20
6	3/4"x8"x34" FSE	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	4	\$ 119.34	\$ 477.36
7	3/4"x8"x92-1/2" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	2	\$ 341.31	\$ 682.62
8	3/4"x6"x59-5/8" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 166.80	\$ 166.80
9	1/2"x4"x88-3/4" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 123.71	\$ 123.71
10	3/4"x8"x80" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 276.80	\$ 276.80
11	1/2"x6"XTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 1.50	\$ 1.50
12	1/2"x6"XTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 1.46	\$ 1.46
13	1/2"x6"XTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 1.86	\$ 1.86
14	1/2"x8"XTBD FSE	SQ IN	Not Available	1	N/A	N/A
15	1/2"x8"XTBD FDB	SQ IN	Not Available	1	N/A	N/A
16	1/2"x8"XTBD FSB	SQ IN	Not Available	1	N/A	N/A
17	3/4"x6"XTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.26	\$ 2.26
18	3/4"x6"XTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.28	\$ 2.28
19	3/4"x6"XTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.16	\$ 2.16
20	3/4"x8"XTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 3.06	\$ 3.06
21	3/4"x8"XTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 3.02	\$ 3.02

22	3/4"x8"XTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.90	\$ 2.90
23	3/4"x6"x62" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	90	\$ 133.92	\$ 12,052.80
24	1/2"x4"x89" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	2	\$ 83.66	\$ 167.32
25	3/4"x8"x110" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 319.00	\$ 319.00
26	1/2"x4"XTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 0.94	\$ 0.94
27	1/2"x8"XTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 1.86	\$ 1.86
28	1/2"x8"XTBD FSB	SQ IN	Not Available	1	N/A	N/A
29	3/4"x8"XTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.16	\$ 2.16
30	3/4"x8"XTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	\$ 2.90	\$ 2.90
<b>GROUP 2 - TOTAL</b>						<b>\$ 281.62</b>

**GROUP 3 - Kennametal Road Planing and Trenching Tools**

Item No.	Product No.	Unit of Measure (UOM)		Estimated Quantities	Unit Price	Extended Price
31	RZ1-01P	EA		3,400	\$ 5.99	\$ 20,366.00
32	QC110HD	EA		120	\$ 33.24	\$ 3,988.80
33	SM08	EA		200	\$ 8.61	\$ 1,722.00
<b>GROUP 3 - TOTAL</b>						<b>\$ 26,076.80</b>

**OPTIONAL PRICING - Kennametal Road Planing and Trenching Tools**

Item No.	Manufacturer	Price Options (Identify Only One) % Discount or % Markup	Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and identifier (i.e. expiration, number or edition, etc.)
34	Kennametal		

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRANCO MACHINERY CO.**

**EXHIBIT C  
SCOPE OF WORK**

**PROJECT**

The City of Glendale, Public Works, Landfill/MRF is responsible for the acquisition, management and maintenance of heavy off-road equipment. To ensure the continued operations of this fleet, the Glendale Landfill/MRF maintains this fleet on the Landfill site. Annually, the Glendale Landfill/MRF spends approximately \$35,000 for cutting edges, teeth and other attachment accessories each year.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
BRANCO MACHINERY CO.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Purchase requisition not to exceed \$35,000 annually, or \$175,000 over the entire term of this Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$175,000.

**DETAILED PROJECT COMPENSATION**

City shall pay Contractor compensation at the same rate and on the same schedule as the Phoenix Contract, unless the City and Contractor agree otherwise. Payment to be made by the City from the Contractor's invoice submitted to cover items received and accepted. All invoices must include the Purchase Requisition number.