



**CITY OF PHOENIX
Purchasing Division**

**INVITATION FOR BID
IFB 11-014 (RY)**

FRESH BREAD PRODUCTS - REQUIREMENTS CONTRACT

**CONTACT PERSON
Roseann Yrigoyen
Senior Buyer
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TABLE OF CONTENTS

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

Instructions to Bidders

Section I

- Solicitation Response Checklist
- Introduction
- Schedule of Events
- Obtaining a Copy of the Solicitation and Addenda
- Preparation of Bid
- Compliance with Affirmative Action Requirements
- Addenda
- Licenses
- Certification
- Submission of Bid
- Withdrawal of Offer
- Bid Results
- Award of Contract
- City's Right to Disqualify for Conflict of Interest
- Bidder's Compliance with Health, Environmental and Safety Requirements

Standard Terms and Conditions

Section II

- 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

Special Terms and Conditions

Section III

Scope

Section IV

Submittals

Section V



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing 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

In order for your response to be considered, your firm must be in compliance with the Phoenix City Code, Chapter 18, Article V pertaining to Affirmative Action Programs, prior to the solicitation opening due date. **Failure to comply with the reporting requirements of this ordinance will result in your response being rejected.**

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

- ☐ 1. **The requirements of City of Phoenix Affirmation Action Program Ordinance G-3472 have been met. Compliance forms are available <http://phoenix.gov/CITZASST/affactio.html>. If currently in compliance, do not resubmit forms.**
- ☐ 2. All forms have been signed. All of Section V, Submittals, is included.
- ☐ 3. The prices offered have been reviewed.
- ☐ 4. The price extensions and totals have been checked.
- ☐ 5. Any required drawings or descriptive literature have been included.
- ☐ 6. The delivery information block has been completed.
- ☐ 7. If required, the amount of the bid surety has been checked and the surety has been included.
- ☐ 8. Review the insurance requirements, if any, to assure you are in compliance.
- ☐ 9. The specified number of copies of your offer has been included.
- ☐ 10. Any addenda have been signed and are included.
- ☐ 11. The mailing envelope has been addressed to:
City of Phoenix, Purchasing, 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.
- ☐ 12. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
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1. INTRODUCTION

The City of Phoenix invites sealed bids for **Fresh Bread Products** for Senior Services Division on a one (1) -year period commencing on or about November 1, 2010, 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. SCHEDULE OF EVENTS

Bid Due Date: **Friday, September 10, 2010 at 2:00 p.m.**
Local Arizona Time

Bid Submittal Location: Calvin Goode Building
City of Phoenix Finance Department
Purchasing Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

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

3. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested bidders may download the complete solicitation and addenda from <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html>. Internet access is available at all public libraries. Any interested bidders 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, Purchasing Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ.

4. PREPARATION OF BID

4.1 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 time and date. The City is not responsible for bidder'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 as to the city's needs.

4.2 It is the responsibility of all bidders 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.



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
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Phoenix, AZ 85003
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- 4.3** 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 Bidder 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.
- 4.4** Bidders 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.
- 4.5** 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 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.
- 4.6** If provisions of the detailed specifications preclude an otherwise qualified bidder 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.
- 4.7** 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.
- 4.8** 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.

5. COMPLIANCE WITH AFFIRMATIVE ACTION IN EMPLOYMENT REQUIREMENTS

Bidders must be in compliance with Phoenix City Code, Chapter 18, Article V, as amended, Affirmative Action Program, **at the time of the bid due date**. Failure to comply with the reporting requirements of this Ordinance will result in your bid being rejected. Firms are also responsible for maintaining their eligibility during the life of any contract and failure to do so may result in termination of the contract. An Affirmative Action form is available on line at <http://phoenix.gov/mwsbe/> or by contacting the Purchasing Division at (602) 262-7181. Any questions in regard to this Affirmative Action Program should be directed to the Affirmative Action Contract Compliance Section of the Equal Opportunity Department, (602) 262-6790. The City of Phoenix extends to each individual, firm, Vendor, Supplier, Contractor and subcontractors an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of disadvantaged and/or minority-owned or women-owned businesses to reflect both the industry and community ethnic composition.

6. 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 <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html> or by calling (602) 262-7181. The bidder shall acknowledge receipt of an addendum by signing and returning the document with the bid submittal.



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
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7. LICENSES

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

8. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The bidder 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.

9. SUBMISSION OF BID

Bids must be in the actual possession of the Purchasing 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, Purchasing Division's clock.

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

Bidder's Name
Bidder's Address (as shown on the Certification Page)
IFB Number
IFB Title

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

10. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, a bidder (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.

11. 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 bidder 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 Purchasing Division's website, <http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html> 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 bidders.

Protest of an award recommendation must be filed within seven (7) calendar days after the award recommendation is posted on the website. Protests shall be in writing and filed with the Deputy Finance Director and must include all of the following:



SECTION I - INSTRUCTIONS TO BIDDERS

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

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

12. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible bidder(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 Bidder 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.

13. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any bidder 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 bidder 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.

14. BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Bidder'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 bidder 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 Bidder or their subcontractors including dates, disposition and resolutions.

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



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing 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 bidder fails to provide recommended information, the City may, at its sole option, ask the bidder 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
"Bidder"	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 Purchasing 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 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).



SECTION II - STANDARD TERMS AND CONDITIONS

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

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



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
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Phoenix, AZ 85003
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- 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 PAROLE 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.

If a bidder believes that a specific section of its bid response is confidential, the bidder shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder 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 Purchasing 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 in connection with this agreement is confidential, proprietary information owned by the City. Except as specifically provided in this agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee.



SECTION II - STANDARD TERMS AND CONDITIONS

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

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times 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 City Privacy 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 AFFIRMATIVE ACTION:** 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, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The 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 new releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.



SECTION II - STANDARD TERMS AND CONDITIONS

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

- 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:

- 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 Bidder'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.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
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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 IRAN AND SUDAN:** Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Iran or Sudan.
- 3.13 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.
- 3.14 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.
- 3.15 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

- 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.



SECTION II - STANDARD TERMS AND CONDITIONS

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

- 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. Bidder certifies, by signing this bid that the prices offered are no higher than the lowest price the Bidder charges other buyers for similar quantities under similar conditions. Bidder 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 bidder 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.
- 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.



SECTION II - STANDARD TERMS AND CONDITIONS

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

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 "Indemnatee") 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 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 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.



SECTION II - STANDARD TERMS AND CONDITIONS

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

- 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 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.



SECTION II - STANDARD TERMS AND CONDITIONS

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

- 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 bidder.
- 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

- 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 Bidder.



SECTION II - STANDARD TERMS AND CONDITIONS

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

- 8.5 DEFAULT:** In case of default by the bidder, 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, Purchasing Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Purchasing 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 bidder 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.
- 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.



SECTION II - STANDARD TERMS AND CONDITIONS

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

- 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.

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

1. FOB POINT

Prices quoted shall be FOB destination and delivered, as required, to the following point(s):

Deer Valley Community Center, 2001 W. Wahalla Lane, Phoenix, AZ 85027
Desert West Community Center, 6501 W. Virginia Avenue, Phoenix, AZ 85035
Paradise Valley Community Center, 17402 N. 40th Street, Phoenix, AZ 85032
McDowell Place Senior Center, 1845 E. McDowell Road, Phoenix, AZ 85006
Chinese Senior Center, 734 W. Elm Street, Phoenix, AZ 85013
South Mountain Community Center, 212 E. Alta Vista Road, Phoenix, AZ 85042

2. PRICE

All prices submitted shall be firm and fixed for the initial one (1) - year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) calendar days advanced notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City of Phoenix will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to Roseann Yrigoyen, 251 W. Washington St., 8th 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 price increase was specifically approved, in writing by the Deputy Finance Director.

3. CATALOGS AND PRICE LISTS

Contractor must provide with their submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. Buyer must be informed 30 days in advance of any new price list or catalogs and the respective date(s).

Unless the vendor takes specific exception, any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the terms and conditions specified herein.

All invoices must include the manufacturer's part number, list price, discount percentage, net price extended and totaled. The City reserves the right to request hard copy of manufacturer's documented price listing for any item(s) invoiced.

4. AWARD

Award will be made on an "all or none" basis. Prices must be shown for each item listed. Bids submitted without individual item prices listed will be considered as non-responsive and rejected.

5. METHOD OF ORDERING (CONTRACT ORDER RELEASE)

Individuals specifically authorized by the Deputy Finance Director, Purchasing Division, will place verbal orders direct to Contractor without a purchase order number but must provide a contract order release (COR) number to the Contractor at the time of verbal order placement. Contract order releases will not be mailed to the Contractor. Vendor invoices, packing slips, and delivery tickets must contain the City COR number. A written purchase order will not be issued.

6. METHOD OF INVOICING (VENDOR INVOICE)

Invoice must include the following:

- A. City purchase order number, requisition number, or contract agreement number.
- B. Items listed individually by the written description and part number.
- C. Unit price, extended and totaled.



SECTION III – SPECIAL TERMS AND CONDITIONS

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

- D. Quantity ordered, back ordered, and shipped.
- E. Applicable tax.
- F. Invoice number and date.
- G. Requesting department name and "ship-to" address.
- H. Payment terms.
- I. FOB terms.

7. METHOD OF PAYMENT (CONTRACT ORDER RELEASE)

Payment to be made from Vendor's invoice, and a copy of the signed delivery invoices, submitted to cover items received and accepted against the contract release. Invoices must contain the CR number. The invoice shall be included with each delivery or promptly mailed directly to the ordering department.

8. PARTIAL PAYMENTS – CONTRACT ORDER RELEASES

Partial payments are not authorized on individual contract order releases (COR) issued for this procurement. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each COR issued against the agreement.

9. OPTION FOR ADDITIONAL QUANTITIES AND PRODUCTS

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

10. OPTION TO EXTEND

The City may, at their option and with approval of the Contractor, extend the period of this agreement up to (4) four additional year(s), in increments of one year.

11. DELIVERY TIME

Delivery is an important consideration and will be a factor in determining the award. A delivery time after receipt of order must be stated in definite terms. Should there be variations in delivery times by item, the bid submittal must be clear concerning these variations.

12. EMERGENCY TWENTY-FOUR HOUR SERVICE

Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person and phone number who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

13. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; (2) WHEN REQUIRED, THE CONTRACT WORKER'S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

BADGE ACCESS PROCEDURES

An authorized City of Phoenix badge application form is available at the City of Phoenix Badging Office, 251 W Washington St., 2nd Floor, Phoenix, AZ 85003-1611. Each contract worker (as defined herein) who is furnishing standard risk (as defined herein) or maximum risk (as defined herein) services under this agreement shall submit to the City of Phoenix, Banking and



SECTION III – SPECIAL TERMS AND CONDITIONS

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

Cashiering Division, 251 W Washington St., 3rd Floor, Phoenix, AZ 85003-1611:

- (i) a fully completed and authorized City of Phoenix badge application form;
- (ii) a check in the initial badge fee amount listed below made payable to the “City of Phoenix”; and
- (iii) two forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or an original birth certificate.

After the receipt of the badge application and payment, the contract worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the contract worker satisfies the required background screening (as defined herein). The contract worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject contract worker’s badge application shall be rejected.

KEY ACCESS PROCEDURES

If the contractor worker’s services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the contractor for each key issued. The key issue/return form is available and the completed form shall be submitted to the badging office at the address above.

STOLEN OR LOST BADGES OR KEYS

Contractor shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fee listed below prior to issuance of a new badge or key.

RETURN OF BADGE OR KEYS

All badges and keys are the property of the City and must be returned to the City at the badging office within one (1) business day of when the contract worker’s access to a City facility is no longer required to furnish the services under this agreement. Contractor shall collect a contract worker’s badge and key(s) upon the termination of the contract worker’s employment; when the contractor worker’s services are no longer required at a particular City facility(s); or upon termination, cancellation or expiration of this agreement.

CONTRACTOR’S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH

Contractor’s default under this section shall include, but is not limited to the following:

- (i) Contract worker gains access to a City facility(s) without the proper badge or key;
- (ii) Contract worker uses a badge or key of another to gain access to a City facility;
- (iii) Contract worker commences services under this agreement without the proper badge, key or background screening;
- (iv) Contract worker or contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- (v) Contractor fails to collect and timely return contract worker’s badge or key upon termination of contract worker’s employment, reassignment of contract worker to another City facility or upon the expiration, cancellation or termination of this agreement.

Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect public health, safety and welfare. Accordingly, contractor agrees to properly cure any default under this section within three (3) business days



SECTION III – SPECIAL TERMS AND CONDITIONS

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

from the date notice of default is sent by the City. The parties agree that contractor's failure to properly cure any default under this section shall constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the contractor shall be liable for and pay to the City the sum of one thousand dollars (\$1,000.00) for each breach by contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement in the event that contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that contractor breaches this section. The parties further agree that three (3) breaches by contractor in this section arising out of any default within a consecutive period of three (3) months or three (3) breaches by contractor in this section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this agreement by contractor and the city expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

BADGE AND KEY FEES

The following constitute the badge and key fees under this agreement. The city reserves the right to amend these fees upon thirty (30) day prior written notice to contractor.

Initial Badge Fee:	\$55.00	per application
Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

14. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING

Contractor agrees that all contractor and subcontractors workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement shall be subject to background and security checks and screening (collectively "Background Screening") at contractor's sole cost and expense as set forth in this section. The background screening provided by contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect contractor from any liabilities that may arise out of the contractor's services under this agreement or contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, contractor and its contract workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

15. BACKGROUND SCREENING REQUIREMENTS AND CRITERIA

Because of the varied types of services performed, the City has established three levels of risk and associated background screening. The risk level and background screening required for this agreement is **Minimum Risk Level**.

1. Minimum Risk Level

A minimum risk background screening shall be performed when the contract worker:

- (i) will not have direct access to City facilities or information systems; or
- (ii) will not work with vulnerable adults or children; or
- (iii) when access to City facilities is escorted by City's workers.

The background screening for minimum risk shall consist of the screening required by §§41-4401 and following to verify legal Arizona worker status.



SECTION III – SPECIAL TERMS AND CONDITIONS

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

2. Standard Risk Level

A standard risk background screening shall be performed when the contract worker's work assignment will:

- (i) require a badge or key for access to City facilities; or
- (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- (iii) allow unescorted access to City facilities during normal and non business hours.

The background screening for this standard risk level shall include the background screening required for the minimum risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the contractor worker has lived at any time in the preceding seven (7) years from the contract worker's proposed date of hire.

3. Maximum Risk Level

A maximum risk background screening shall be performed when the contract worker's work assignment will:

- (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
- (ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or
- (iv) have access to private residences; or
- (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level shall include the background screening required for the standard risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code §2-45.6.

CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING

By executing this agreement, contractor certifies and warrants that contractor has read the background screening requirements and criteria in this section, understands them and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, contractor further certifies and warrants that contractor has satisfied all such background screening requirements for the minimum and standard risk background screening as required. In addition, for maximum risk background screening, contractor shall furnish to Fran Tropea, Contract Specialist II, 602-534-7637 for the City's review and approval of such background screenings for any contract worker considered for performing services under this agreement where human safety or facility security is classified as a maximum risk level. The subject contract worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until contractor has received the City's written acceptance of the subject contract worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the contract workers proposed by contractor for performing work under this agreement. A contract worker rejected for work at a maximum risk level under this agreement shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.



SECTION III – SPECIAL TERMS AND CONDITIONS

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

TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS

Contractor shall include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.

MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY

The background screening requirements of this section are material to City's entry into this agreement and any breach of this section by contractor shall be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, contractor shall defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by contractor or the City for failure to satisfy this section.

CONTINUING DUTY; AUDIT

Contractor's obligations and requirements that contract workers satisfy this background screening section shall continue throughout the entire term of this agreement. Contractor shall notify the City immediately of any change to a maximum risk background screening of a contract worker previously approved by the City. Contractor shall maintain all records and documents related to all background screenings and the City reserves the right to audit contractor's compliance with this section.



SECTION IV - SCOPE OF WORK

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

SCOPE

The Human Services Department, Senior Services Division has an ongoing need to purchase various fresh bread products for Congregate Meals and Home Delivered Program for the period beginning on or about November 1, 2010, according to the provisions, specifications and attachments contained herein.

There are approximately 15 senior centers where the senior population within the City of Phoenix may eat daily luncheon meals that must meet one-third of the Recommended Dietary Allowance (RDA) requirements. These meals are cooked in commercial kitchens. Approximately 3,000 meals are served daily, Monday through Friday. In addition, the Department offers a healthy breakfast meal on designated days.

1. Product Requirements

1.1 For various bread products such as: round top, traditional loaf, flat top or sandwich, pan/dinner rolls or buns:

1. Must be baked fresh daily.
2. Must be delivered within twenty-four hours or less.
3. Must be produced in compliance with the conditions, regulations and requirements of Federal specifications EE-B0671 (latest revisions)
4. Must have a nutritional analysis for each product
5. Assure that the amount of enrichment in enriched bread coincides with federal USDA regulations, and may contain calcium.
6. Sandwich loaves must be sliced no less than ½ inch thick.

2. Packaging Requirements:

- 2.1 All bread products shall be packaged in their original moisture-proof wrapper or bag.
- 2.2 The packaging shall identify the nutritional information on the exterior.
- 2.3 The packaging shall identify the ingredients contained in the product on the exterior.
- 2.4 The packaging shall indicate the freshness code of the product.

3. Product Discontinuance

In the event that a manufacturer discontinues a product, the City may allow the contractor to provide a substitute for the discontinued item which meets or exceeds the specifications required by the original invitation for bids.

4. Damaged Product

"If deliveries are received in unsatisfactory condition due to thawing, improper or damaged packaging, or other reasonable cause, product may be rejected and Contractor shall be required to replace all or partial portions of damaged product within 5 days of rejection.

5. Storage of Product

Contractor shall provide bread racks or rolling storage shelves at each delivery location that are no higher than 6.5 feet. The storage racks must be clean and kept in safe working condition. All trays used under bread products must be kept clean and free of debris.



SECTION IV - SCOPE OF WORK

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6. Product Specifications

Item	Bread Product	Bread Type	Estimated Annual Quantity
1.	Raisin, enriched, sliced, 24 oz loaf, 15-17 usable slices per loaf, wrapped	Raisin Bread	5,300 Loaves
2.	Deli swirl rye, slices, 24 oz loaf, 22-24 usable slices per loaf, no seeds, wrapped	Marble Rye	200 Loaves
3.	100% whole wheat, sliced sandwich type, 24 oz loaf, 22-24 usable slices per loaf, no seeds, wrapped Brand: Roman Meal or equal	Whole Wheat Pullman Sandwich Loaf	4,800 Loaves
4.	100% whole wheat, sliced, 24 oz loaf, 16 usable slices per loaf, no seeds, wrapped Brand: Aunt Hatties or equal	Stone Ground 100% Whole Wheat	100 Loaves
5.	Buns, 100% whole wheat, hamburger, sliced, institutional, 4"-5" in diameter, no seeds, wrapped, pack size 12 count	Whole Wheat Hamburger Buns	2,650 Packages
6.	French stick, 16 oz. loaf, unsliced, wrapped	French Bread	150 Each
7.	Dinner Roll, whole wheat, 1 oz, wrapped, Pack size 24 count	Whole Wheat Dinner Rolls	11,650 Packages
8.	Roll, 5"-6" medium French, enriched, no seeds, slices, wrapped, pack size 6 or 12 count	Gourmet Bun	300 Packages
9.	Roll, hoagie, 6 inch, whole wheat, sliced, wrapped, pack size 6 count	Whole Wheat Hoagie	1,200 Packages

7. Delivery Requirements:

- 7.1 Contractor shall deliver orders within six (6) or less days from receipt of order.
- 7.2 Delivery shall be made to one or all of the six locations. Contractor shall provide delivery with no minimum quantity or dollar amount requirements.
- 7.3 Delivery at each location shall normally be during the hours of 5:30 a.m. and 10:00 a.m. Specific delivery windows during these hours will be established with each site.

Each delivery shall be accompanied by a delivery invoice or other suitable shipping document that contains the following information: 1) Site name; 2) Date; 3) Items delivered; 4) Quantity delivered; 5) Driver's signature; and 6) City's Kitchen Receiver's signature. Only material shipped to and accepted by the City will be included in the total cost of the delivery. A shipping document shall be left with the City's kitchen receiver.

Delivery person must allow sufficient time to check order and inspect delivery. **NOTE: If pricing on invoices differs from pricing stated in the contract, the City will require contractor to submit a corrected invoice prior to processing.**



SECTION IV - SCOPE OF WORK

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8. Internet Ordering Capability

It is the intent of the City of Phoenix to utilize the Internet to place orders under this contract. Contractors without this capability may be considered non-responsive and ineligible for consideration.

9. Samples

Samples of the products shall be made available prior to award.

Any sample submitted shall create an express warranty that the whole of the goods and/or services shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the bidder.

10. Submission Price Clarity

For reasons of clarity, all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Brand and product number must be provided with submission, as well.

11. Award

Award will be based on the total cost of the items stated in the Specifications List.



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
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Phone: (602) 262-7181

Please submit **one original and three (3) copies** of the Submittal (Section V). **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.

Item No.	Description	Estimated Annual Quantity	Day of week Available	Unit Price Excluding Tax	Total Price Excluding Tax
1.	Raisin Bread	5,300 Loaves		\$	\$
2.	Marble Rye	200 Loaves		\$	\$
3.	Whole Wheat Pullman Sandwich Loaf	4,800 Loaves		\$	\$
4.	Stone Ground 100% Whole Wheat	100 Loaves		\$	\$
5.	Whole Wheat Hamburger Buns	2,650 Packages		\$	\$
6.	French Bread	150 Each		\$	\$
7.	Whole Wheat Dinner Rolls	11,650 Packages		\$	\$
8.	Gourmet Bun	300 Packages		\$	\$
9.	Whole Wheat Hoagie	1,200 Packages		\$	\$
Grand Total – All or None					\$

Company Name _____

Bid Opening Date: Friday, September 10, 2010, 2:00 PM

Solicitation No. IFB 11-014 (RY)

Page 29 of 34



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
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Item No.	Additional Information Requested for Clarification
1.	Contractor must include any production minimums that may result in the bread product not being available. (E.g., if your company has to have a minimum number or request for certain bread products prior to baking the item.)
2.	Contractor must indicate the minimum bread order for an entire delivery would be to each site.
3.	Contractor must provide a description of the method used to indicate "freshness of the product" if not indicated by date.

Company Name _____

Bid Opening Date: Friday, September 10, 2010, 2:00 PM

Solicitation No. IFB 11-014 (RY)

Page 30 of 34



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
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2. PAYMENT TERMS

Bidder offers a prompt payment discount of _____% _____ calendar 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 calendar 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.

3. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

Company Name _____

Bid Opening Date: Friday, September 10, 2010, 2:00 PM

Solicitation No. IFB 11-014 (RY)

Page 31 of 34



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
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Phoenix, AZ 85003
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4. YEARS IN BUSINESS AND CUSTOMER REFERENCE LISTING

Contractor certifies that _____ has provided complete
(Company Name)

Fresh Bread Products listed in this IFB for a period of _____ years.
(number of years)

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service for fresh bread products.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Bid Opening Date: Friday, September 10, 2010, 2:00 PM

Solicitation No. IFB 11-014 (RY)

Page 32 of 34



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
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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 Invitation for Bid and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. _____

THE BELOW DATE IS A MANDATORY ENTRY.

VENDORS MUST BE AA COMPLIANT AT THE TIME OF BID SUBMITTAL

NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE

Enter Affirmative Action Compliance Expiration Date

Call 602-262-6790 to confirm Date,
registration procedures located at

<http://phoenix.gov/CITZASST/affactio.html>

Bidder certifies that bidder has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Authorized Signature

Date

Printed Name and Title

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free # _____

Email Address _____

Company Name _____

Bid Opening Date: Friday, September 10, 2010, 2:00 PM

Solicitation No. IFB 11-014 (RY)

Page 33 of 34



SECTION V - SUBMITTAL

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

Purchase Order Mailing Address (if different from above)

Address _____

City, State and Zip Code _____

Payment Address: (If different from above)

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the General Bidding Instructions and Conditions of Purchase.

Address _____

City, State and Zip Code _____

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 Invitation for Bid, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

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

CITY OF PHOENIX, a municipal corporation
David Cavazos, City Manager

City Clerk

Susan Perkins, Deputy Finance Director

Approved as to form this 14 day of September, 2006

Awarded this _____ day of _____, 2010.

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.

Company Name _____

Bid Opening Date: Friday, September 10, 2010, 2:00 PM

Solicitation No. IFB 11-014 (RY)

Page 34 of 34