

**SERIAL 08043 IGA PETROLEUM PRODUCTS, City of Phoenix #08-077**

**DATE OF LAST REVISION: October 30, 2007 CONTRACT END DATE: December 31, 2007**

**CONTRACT PERIOD BEGINNING MARCH 19, 2008  
ENDING DECEMBER 31, 2010**

**TO: All Departments**

**FROM: Department of Materials Management**

**SUBJECT: Contract for PETROLEUM PRODUCTS, City of Phoenix #08-077**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the City of Phoenix Contract 08-077. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:  
[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODES: 4055101, 4053601, 4053602, 4053901**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

CITY OF PHOENIX  
PURCHASING DIVISION  
SUPPLIES CONTRACT SUMMARY

IFB NO. 08-077  
AWARDED: 1/30/2008

**REVISION I: Effective February 14, 2008\***  
**TITLE: PETROLEUM PRODUCTS**

CONTRACT PERIOD: February 1, 2008 through December 31, 2010\*

COGNIZANT BUYER: Terry Hudson, Procurement Supervisor, (602) 495-7545, Purchasing Division

ACTIVITY APPROVED TO PARTICIPATE: Auto Stores; Aviation; Civic Plaza; Public Works/Equipment Management; Fire; Parks; Petroleum Stores; Police Air Support; Street Transportation; Water Services

METHOD OF ORDERING (AUTO STORES): Individuals specifically authorized by the Deputy Finance Director, Purchasing Division will place verbal orders direct to contractor using an Auto Stores Purchase Request (APR) number. Contractor shall provide two priced copies of the invoice, packing slip or delivery ticket with the APR number noted and signed at the time of delivery.

Any inquiries regarding invoices for Auto Stores shall be directed to the Inventory Control Specialist at 2441 South 22nd Avenue; Phoenix, Arizona 85009, phone number (602) 262-7398.

METHOD OF ORDERING (ALL OTHER DEPARTMENTS): 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.

Any single order that will exceed \$5,700.00 must be approved by the Purchasing Division prior to completion of the order. The Contractor is required to obtain this approval by contacting the buyer listed in the IFB/contract. The City will not be obligated to pay for any orders completed by the Contractor that do not comply with this ordering provision.

FOB POINT: Destination and unloaded, as required, to various City of Phoenix locations.

OPTION TO EXTEND: Two (2) additional year(s), in increments of one year.

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CONTAINER DEPOSITS: All drums and barrels shall be supplied as returnable containers. Any deposit charge shall be firm and fixed for the contract period and listed as a separate item on materials invoice. Any pickup or freight costs for returning barrels/drums will be paid by the Contractor. Delivery receipt and materials invoice must reference the number of empty containers as non-responsive and rejected.

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SPY031  
(2/14/08)

**TITLE: PETROLEUM PRODUCTS**  
**EXPIRES: December 31, 2010**

IFB NO. 08-077

VENDOR: Union Distributing Company  
622 South 56th Avenue  
Phoenix, AZ 85043

Mark Schwertley  
Phone (602) 272-6795; Fax (602) 484-9038  
E-mail: marks@uniondistributing.com

VENDOR NO. 3000045  
AGREEMENT NO. P-08633-10  
CITY CLERK NO. 123062  
TAX CODE: I1  
TERMS: Net 30 Days (06)  
DELIVERY: 2 Days ARO  
FOB POINT: D (Dest.)

**MATERIAL GROUP: 40500**

**ESTIMATED ANNUAL CONTRACT AMOUNT: \$560,000.00 (P-08633-10)**

**GROUP B –FULLY SYNTHETIC GASOLINE ENGINE MOTOR OIL**

Specification: Synthetic gasoline engine oil that meets the American Petroleum Institute (API) classification SM. The container shall be labeled with the API Service Symbol. All multi-weight oils 0W-XX; 5W-XX; 10W-XX shall also have the API Energy Conserving Designation on the label.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
16.	SAE 30W, one quart container	76 HP Full Synthetic 30W	\$4.67/Quart
17.	SAE 30W, 55 gallon drum <sup>(1)</sup>	76 HP Full Synthetic 30W	\$20.00/Quart
18.	SAE 30W, bulk	76 HP Full Synthetic 30W	\$20.00/Gallon
19.	SAE 5W-20, one quart container	76 HP Full Synthetic 5W-20	\$2.90/Quart
20.	SAE 5W-20, 55 gallon drum <sup>(1)</sup>	76 HP Full Synthetic 5W-20	\$11.00/Gallon
21.	SAE 5W-20, bulk	76 HP Full Synthetic 5W-20	\$11.00/Gallon
22.	SAE 5W-30, one quart container	76 HP Full Synthetic 5W-30	\$3.18/Quart
23.	SAE 5W-30, 55 gallon drum <sup>(1)</sup>	76 HP Full Synthetic 5W-30	\$11.00/Gallon
24.	SAE 5W-30, bulk	76 HP Full Synthetic 5W-30	\$11.00/Gallon
25.	SAE 10W-30, one quart container	76 HP Full Synthetic 10W-30	\$3.00/Quart
26.	SAE 10W-30, 55 gallon drum <sup>(1)</sup>	76 HP Full Synthetic 10W-30	\$11.17/Gallon
27.	SAE 10W-30, bulk	76 HP Full Synthetic 10W-30	\$11.17/Gallon
28.	SAE 20W-50, one quart container	76 HP Full Synthetic 20W-50	\$4.67/Quart
29.	SAE 20W-50, 55 gallon drum <sup>(1)</sup>	76 HP Full Synthetic 20W-50	\$20.00/Gallon
30.	SAE 20W-50, bulk	76 HP Full Synthetic 20W-50	\$20.00/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

**GROUP D – DIESEL ENGINE MOTOR OIL**

Specification: API Classification CF/SC. Each container shall be labeled with the API Service Symbol.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
46.	SAE 40W, one quart container	76 Guardol 40	\$1.80/Quart
47.	SAE 40W, 55 gallon drum <sup>(1)</sup>	76 T5X 40	\$5.82/Gallon
48.	SAE 40W, bulk	76 T5X 40	\$5.82/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

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VENDOR: Union Distributing Company/ - continued

Specification: API Classification CJ-4. Each container shall be labeled with the API Service Symbol.

49.	SAE 15/40W, one quart container	COP Fleet Supreme EC 15W/40	\$1.85/Quart
51.	SAE 15/40W, 55 gallon drum <sup>(1)</sup>	COP Fleet Supreme EC 15W/40	\$6.18/Gallon
51.	SAE 15/40W, bulk	COP Fleet Supreme EC 15W/40	\$6.53/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

**GROUP G – AUTOMOTIVE AUTOMATIC TRANSMISSION FLUIDS**

Specification: Various automatic automotive transmission type fluids meeting equipment manufacturer's specifications. Multi-grade transmission fluid shall be approved to meet the original manufacturer specifications for the following fluids, Dexron II, Mercon V and Allison C-4.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
61.	Multi Vehicle, 1 quart container	Kendall VersaTrans ATF	\$3.00/Quart
62.	Multi Vehicle, 55 gallon drum <sup>(1)</sup>	Kendall VersaTrans ATF	\$10.48/Gallon
63.	Multi Vehicle, bulk	Kendall VersaTrans ATF	\$10.88/Gallon
64.	Mercon SP, 1 quart container	Motorcraft SP	\$5.85/Quart
65.	Mercon SP, 55 gallon drum <sup>(1)</sup>	Motorcraft SP	\$23.40/Gallon
66.	Mercon SP, bulk	Motorcraft SP	\$23.40/Gallon
67.	Dexron-VI, 1 quart container	COP Dexron VI	\$2.25/Quart
68.	Dexron-VI, 55 gallon drum <sup>(1)</sup>	COP Dexron VI	\$8.11/Gallon
69.	Dexron-VI, bulk	COP Dexron VI	\$8.03/Gallon
70.	ATF+4, one quart container	Kendall VersaTrans ATF	\$3.00/Quart
71.	ATF+4, bulk	Kendall VersaTrans ATF	\$10.48/Gallon
72.	ATF+4, bulk	Kendall VersaTrans ATF	\$10.88/Gallon
73.	TranSynd, one quart container	76 Triton HD ATF	\$16.04/Quart
74.	TranSynd, 55 gallon drum <sup>(1)</sup>	76 Triton HD ATF	\$16.04/Gallon
75.	TranSynd, bulk	76 Triton HD ATF	\$16.04/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

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VENDOR: Union Distributing Company/ - continued

**GROUP H – AUTOMOTIVE MANUAL TRANSMISSION AND AXLE LUBRICANTS**

Specification: 75W/90 synthetic fluid shall meet GM specification 9986115. 75W/140 synthetic fluid shall meet Ford specification WSL-M2C192-A. All other lubricants shall meet API Service ratings: GL-5, MT-1.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
76.	75W/90 Synthetic, one quart container	Kendall Elite Synthetic Gear Lube 75W/90	\$5.00/Quart
77.	75W/90 Synthetic, 5 pound pail	COP Triton Synthetic Gear Lube 75W/90	\$17.50/Gallon
78.	75W/90 Synthetic, 16 gallon drum <sup>(1)</sup>	76 Triton SynLube LDO 75W90	\$13.00/Gallon
78.	75W/90 Synthetic, 55 gallon drum <sup>(1)</sup>	76 Triton SynLube LDO 75W90	\$12.00/Gallon
80.	75W/90 Synthetic, bulk	76 Triton SynLube LDO 75W90	\$11.50/Gallon
81.	75W/140 Synthetic, one quart container	Mobil 1 Syngear LS 75W/140	\$12.00/Quart
82.	75W/140 Synthetic, 5 pound pail	Citgo Citgear HD Synthetic 75W/140	\$30.00/Gallon
83.	75W/140 Synthetic, 16 gallon drum <sup>(1)</sup>	Citgo Citgear HD Synthetic 75W/140	\$31.00/Gallon
84.	75W/140 Synthetic, 55 gallon drum <sup>(1)</sup>	Citgo Citgear HD Synthetic 75W/140	\$29.50/Gallon
85.	75W/140 Synthetic, bulk	Citgo Citgear HD Synthetic 75W/140	\$29.50/Gallon
86.	80W/90, one quart container	76 MP Gear Lube 80W/90	\$3.00/Quart
87.	80W/90, 5 pound pail	76 MP Gear Lube 80W/90	\$6.73/Gallon
88.	80W/90, 16 gallon drum <sup>(1)</sup>	76 MP Gear Lube 80W/90	\$6.83/Gallon
89.	80W/90, 55 gallon drum <sup>(1)</sup>	76 MP Gear Lube 80W/90	\$6.63/Gallon
90.	80W/90, bulk	76 MP Gear Lube 80W/90	\$6.43/Gallon
91.	80W/90 Limited Slip, one quart container	Kendall Limited Slip 80W/90	\$2.70/Quart
92.	80W/90 Limited Slip, 5 pound pail	Mystik JT-7 80W/90	\$9.75/Gallon
93.	80W/90 Limited Slip, 16 gallon drum <sup>(1)</sup>	Kendall Limited Slip 80W/90	\$9.75/Gallon
94.	80W/90 Limited Slip, 55 gallon drum <sup>(1)</sup>	Mystik JT-7 80W/90	\$9.50/Gallon
95.	80W/90 Limited Slip, bulk	Mystik JT-7 80W/90	\$9.00/Gallon
96.	85W/140 Limited Slip, one quart container	Mystik JT-7 85W/140	\$2.70/Quart
97.	85W/140 Limited Slip, 16 gallon drum <sup>(1)</sup>	Mystik JT-7 85W/140	\$10.50/Gallon
98.	85W/140 Limited Slip, 55 gallon drum <sup>(1)</sup>	Mystik JT-7 85W/140	\$9.75/Gallon
99.	85W/140 Limited Slip, bulk	Mystik JT-7 85W/140	\$9.75/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

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VENDOR: Union Distributing Company/ - continued

**GROUP J – HYDRAULIC/TRANSMISSION OIL**

Specification: Meets John Deere J20C specifications, Hy-Gard or equal, ISO grades 46-68.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
104.	46-68, 1 gallon	76 Hydraulic Tractor Fluid	\$6.06/Gallon
105.	46-68, 5 gallon pail	76 Hydraulic Tractor Fluid	\$6.75/Gallon
106.	46-68, 30 gallon drum <sup>(1)</sup>	76 Hydraulic Tractor Fluid	\$5.75/Gallon
107.	46-68, 55 gallon drum <sup>(1)</sup>	76 Hydraulic Tractor Fluid	\$6.06/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

Specification: Meets Caterpillar required TO-4 specifications, SAE grades 10, 30 & 50.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
108.	10, 30 & 50, 1 gallon	76 Hydraulic Tractor Fluid	\$6.59/Gallon
109.	10, 30 & 50, 5 gallon pail	76 Hydraulic Tractor Fluid	\$7.49/Gallon
110.	10, 30 & 50, 30 gallon drum <sup>(1)</sup>	76 Hydraulic Tractor Fluid	\$6.34/Gallon
111.	10, 30 & 50, 55 gallon drum <sup>(1)</sup>	76 Hydraulic Tractor Fluid	\$6.59/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

**GROUP K – TURBINE AND COMPRESSOR OILS**

Specification: Various ISO viscosity turbine & compressor oils as required. Formulated with rust, corrosion and foam inhibitors.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
112.	Compressor 32, 5 gallon	76 Turbine Oil 32	\$7.88/Gallon
113.	Compressor 32, 16 gallon drum <sup>(1)</sup>	76 Turbine Oil 32	\$7.33/Gallon
114..	Compressor 32, 55 gallon drum <sup>(1)</sup>	76 Turbine Oil 32	\$7.33/Gallon
115.	Turbine Oil 46, 68, 150 & 220, 5 gallon	76 Turbine Oil 46, 68, 150 & 220	\$7.98/Gallon
116.	Turbine Oil 46, 68, 150 & 220, 16 gallon	76 Turbine Oil 46, 68, 150 & 220	\$6.48/Gallon
117.	Turbine Oil 46, 68, 150 & 220, 55 gallon drum <sup>(1)</sup>	76 Turbine Oil 46, 68, 150 & 220	\$7.48/Gallon
118.	Turbine Oil 46, 68, 150 & 220, bulk	76 Turbine Oil 46, 68, 150 & 220	\$6.68/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

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VENDOR: Union Distributing Company / - continued

**GROUP L – GREASE, HIGH TEMPERATURE AND MULTI-PURPOSE**

Specifications: Multi-purpose, Moly-Lithium base, extreme pressure, NLGI grade 2, penetration (D217) 280, dropping point 380F.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>MANUFACTURER &amp; PRODUCT NO.</b>	<b>UNIT PRICE</b>
119.	NLGI 2, 14 oz cartridge	Conoco Super STA M#2	\$1.07/Cartridge
120.	NLGI 2, 35 lb. lug	Conoco Super STA M#2	\$51.10/Lug
121.	NLGI 2, 120 lb. keg	Conoco Super STA M#2	\$172.80/Keg
122.	NLGI 2, 400 lb. drum <sup>(1)</sup>	Conoco Super STA M#2	\$472.00/Drum

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

Specification: High temperature, multi-purpose, extreme pressure, NLGI grade 2, certified GC-LB, penetration (D217) 325, dropping point 520F.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>MANUFACTURER &amp; PRODUCT NO.</b>	<b>UNIT PRICE</b>
123.	NLGI 2, GC-LB, 14 oz cartridge	COP Multiplex Red #2	\$1.65/Cartridge
124.	Multiplex Red #2, 35 lb. lug	COP Multiplex Red #2	\$61.95/Lug
125.	NLGI 2, GC-LB, 120 lb keg	COP Multiplex Red #2	\$211.20/Keg
126.	Multiplex Red #2, 400 lb. drum <sup>(1)</sup>	COP Multiplex Red #2	\$624.00/Drum

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

**GROUP M – HEAVY DUTY INDUSTRIAL GEAR OIL**

Specification: Lead free with sulphur-phosphorus additives, extreme pressure design meeting ISO 12925-1 type CKC specifications. ISO viscosity grades; 68, 100, 150, 220, 320, 460 & 680.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>MANUFACTURER &amp; PRODUCT NO.</b>	<b>UNIT PRICE</b>
127.	Various, 5 gallon – 35 lb. pail	76 Extra Duty Gear Lube 2EP, 3EP, 4EP, 5EP, 6EP, 7EP, 8EP.	\$8.40/Gallon
128.	Various, 55 gallon – 400 lb. drum <sup>(1)</sup>	76 Extra Duty Gear Lube 2EP, 3EP, 4EP, 5EP, 6EP, 7EP, 8EP	\$7.30/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

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VENDOR: Union Distributing Company/ - continued

**GROUP N – WHITE MINERAL OIL AND MACHINERY FOOD GRADE LUBRICANTS**

Specification: White mineral oil, food grade, premium quality, without additives. Products shall meet FDA requirement codes 21CFR 172.878 and 178.3620 for direct and indirect food contact. USDA approval as an H-1 and H3 lubricant in food plant use. National Sanitation Foundation (NSF) standards 60 and 61. Surpass any standards of the US Pharmacopeia (USP) and the National Formulary (NF0). ISO viscosity grades: 7, 10, 15, 32, 46 & 68 as required.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER &amp; PRODUCT NO.</u>	<u>UNIT PRICE</u>
129.	Various, 5 gallon – 35 lb. pail	COP White Oil 50/60, 65/75, 80/90, 200/215, 340/365	\$7.91/Gallon
130.	Various, 55 gallon drum <sup>(1)</sup>	COP White Oil 50/60, 65/75, 80/90, 200/215, 340/365	\$7.61/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

Specification: Food grade machinery lubricant, premium quality, fortified with an ashless zinc-free anti- wear additive. Products shall meet FDA requirement code 21 CFR 178.3570 for the incidental contact with food and be approved as a H1 lubricant for use in food plants under USDA jurisdiction. Meet NSF standards 60 and 61. ISC viscosity grade 32, 46, 68, 100, 220 & 460 as required.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER &amp; PRODUCT NO.</u>	<u>UNIT PRICE</u>
131.	Various, 5 gallon – 35 lb. pail	COP Food Machinery Oil 32, 46, 68, 100, 220, 460	\$9.04/Gallon
132.	Various – 55 gallon drum <sup>(1)</sup>	COP Food Machinery Oil 32, 46, 68, 100, 220, 460	\$8.74/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

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VENDOR: Union Distributing Company/ - continued

**GROUP O – ENGINE OILS FOR NATURAL AND SYNTHETIC FUEL POWERED ENGINES**

Specification: Low in ash & phosphorus engine oil to be used in bi-fuel or dedicated liquefied natural gas type engines, meeting Cummins 20074 specifications.

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>MANUFACTURER &amp; PRODUCT NO.</u></b>	<b><u>UNIT PRICE</u></b>
133.	15W/40, 1 quart container	76 Triton VGeo Plus 15W/40	\$7.00/Quart
134.	15W/40, 1 gallon	76 Triton VGeo Plus 15W/40	\$8.10/Gallon
135.	15W/40, 16 gallon pail	76 Triton VGeo Plus 15W/40	\$8.10/Gallon
136.	15W/40, 55 gallon drum <sup>(1)</sup>	76 Triton VGeo Plus 15W/40	\$7.85/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

Specification: Natural gas engine oil required for stationary type engines powered using compressed natural or synthetic gas engines and meeting Caterpillar NGE0 EL250 specifications.

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>MANUFACTURER &amp; PRODUCT NO.</u></b>	<b><u>UNIT PRICE</u></b>
137.	40, 1 gallon	76 Triton 5005 GEO 40	\$7.55/ Gallon
138.	40, 5 gallon	76 Triton 5005 GEO 40	\$8.00/Gallon
139.	40, 30 gallon drum <sup>(1)</sup>	76 Triton 5005 GEO 40	\$8.00/Gallon
140.	40, 55 gallon drum <sup>(1)</sup>	76 Triton 5005 GEO 40	\$8.30/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

**GROUP P – KEROSENE AND HEATING OILS**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>MANUFACTURER &amp; PRODUCT NO.</u></b>	<b><u>UNIT PRICE</u></b>
141.	Kerosene, heating fuel type, 55 gallon drum <sup>(1)</sup>	Union K-1 Red Off Road Red Kerosene	\$4.75/Gallon

<sup>(1)</sup> Note there is a \$20.00 container deposit on drums.

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**TITLE: PETROLEUM PRODUCTS**  
**EXPIRES: December 31, 2010**

IFB NO. 08-077

VENDOR: Pioneer Distributing Company, Inc.  
1300 North 24th Avenue  
Phoenix, AZ 85009

Kent Stultz, President  
Phone (602) 278-2693; Fax (602) 278-0285

VENDOR NO. 3017878  
AGREEMENT NO. P-08634-10  
CITY CLERK NO. 123063  
TAX CODE: I1  
TERMS: Net 30 Days (06)  
DELIVERY: 2 Days ARO  
FOB POINT: D (Dest.)

**MATERIAL GROUP: 40500**

**ESTIMATED ANNUAL CONTRACT AMOUNT: \$140,000.00 (P-08634-10)**

**GROUP A – GASOLINE ENGINE MOTOR OIL**

Specification: All gasoline engine oils offered shall have an American Petroleum Institute (API) classification of SM. Each container shall be labeled with the API Service Symbol. All multi-weight oils 0W-XX; 5W-XX; 10W-XX shall also have the API Energy Conserving Designation on the label.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
1.	SAE 30W, 1 Quart Container	Citgo Supergard Advanced 30W	\$4.48/Quart
2.	SAE 30W, 55 gallon drum <sup>(1)</sup>	Citgo Supergard Advanced 30W	\$5.29/Gallon
3.	SAE 30W, bulk	Citgo Supergard Advanced 30W	\$5.03/Gallon
4.	SAE 5W-20, 1 quart container	Citgo Supergard Advanced 5W-20	\$2.41/Quart
5.	SAE 5W-20, 55 gallon drum <sup>(1)</sup>	Citgo Supergard Advanced 5W-20	\$5.59/Gallon
6.	SAE 5W-20, bulk	Citgo Supergard Advanced 5W-20	\$5.03/Gallon
7.	SAE 5W-30, 1 quart container	Citgo Supergard Advanced 5W-30	\$2.41/Quart
8.	SAE 5W-30, 55 gallon drum <sup>(1)</sup>	Citgo Supergard Advanced 5W-30	\$5.59/Gallon
9.	SAE 5W-30, bulk	Citgo Supergard Advanced 5W-30	\$5.03/Gallon
10.	SAE 10W-30, 1 quart container	Citgo Supergard Advanced 10W-30	\$2.41/Quart
11.	SAE 10W-30, 55 gallon drum <sup>(1)</sup>	Citgo Supergard Advanced 10W-30	\$5.59/Gallon
12.	SAE 10W-30, bulk	Citgo Supergard Advanced 10W-30	\$5.03/Gallon
13.	SAE 20W-50, 1 quart container	Citgo Supergard Advanced 20W-50	\$2.41/Quart
14.	SAE 20W-50, 55 gallon drum <sup>(1)</sup>	Citgo Supergard Advanced 20W-50	\$5.59/Gallon
15.	SAE 20W-50, bulk	Citgo Supergard Advanced 20W-50	\$5.03/Gallon

<sup>(1)</sup> There is a \$20.00 container deposit or exchange plus an \$9.00 Environmental Fee per Drum.

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VENDOR: Pioneer Distributing Company, Inc./ - continued

**GROUP C – RE-REFINED GASOLINE ENGINE MOTOR OIL**

Specification: All re-refined gasoline engine oils shall have an American Petroleum Institute (API) classification of SM. Each container shall be labeled with the API Service Symbol. All multi-weight oils 0W-XX; 5W-XX; 10W-XX shall also have the API Energy Conserving Designation on the label. "Re-refined motor oil" shall have a base oil content consisting of at least seventy (70) percent re-refined oil; higher percentages if re-refined oil are preferred.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>MANUFACTURER &amp; PRODUCT NO.</b>	<b>UNIT PRICE</b>
32.	SAE 30, 55 gallon drum <sup>(1)</sup>	America Choice 30W	\$7.09/Gallon
33.	SAE 30, bulk	America Choice 30W	\$6.09/Gallon
35.	SAE 5W-20, 55 gallon drum <sup>(1)</sup>	America Choice 5W/20	\$5.29/Gallon
36.	SAE 5W-20, bulk	America Choice 5W/20	\$5.03/Gallon
37.	SAE 5W-30, 55 gallon drum <sup>(1)</sup>	America Choice 5W/30	\$6.97/Gallon
39.	SAE 5W-30, bulk	America Choice 5W/30	\$5.57/Gallon
41.	SAE 10W-30, 55 gallon drum <sup>(1)</sup>	America Choice 10W/30	\$6.23/Gallon
42.	SAE 10W-30, bulk	America Choice 10W/30	\$5.23/Gallon
44.	SAE 20W-50, 55 gallon drum <sup>(1)</sup>	America Choice 20W/50	\$6.23/Gallon
45.	SAE 20W-50, bulk	America Choice 20W/50	\$6.23/Gallon

<sup>(1)</sup> There is a \$20.00 container deposit or exchange plus an \$9.00 Environmental Fee per Drum.

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VENDOR: Pioneer Distributing Company, Inc./ - continued

**GROUP F- RE-REFINED DIESEL ENGINE MOTOR OIL**

Specification: All re-refined diesel engine oils shall have an American Petroleum Institute (API) classification of CF/SC. Each container shall be labeled with the API Service Symbol. All "Re-refined motor oil" shall have a base oil content consisting of at least seventy (70) percent re-refined oil; higher percentages of re-refined oil are preferred.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
56.	SAE 40, 55 gallon drum <sup>(1)</sup>	America Choice 40	\$7.34/Gallon
57.	SAE 40, bulk	America Choice 40	\$6.34/Gallon

<sup>(1)</sup> There is a \$20.00 container deposit or exchange plus an \$9.00 Environmental Fee per Drum.

Specification: All re-refined diesel engine oils shall have an American Petroleum Institute (API) classification of CJ-4. Each container shall be labeled with the API Service Symbol. All "Re-refined motor oil" shall have a base oil content consisting of at least seventy (70) percent re-refined oil; higher percentages of re-refined oil are preferred.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
59.	SAE 15W-40, 55 gallon drum <sup>(1)</sup>	America Choice 15W-40	\$7.34/Gallon
60.	SAE 15W-40, bulk	America Choice 15W-40	\$6.34/Gallon

<sup>(1)</sup> There is a \$20.00 container deposit or exchange plus an \$9.00 Environmental Fee per Drum.

**GROUP I - HYDRAULIC FLUIDS**

Specification: Various hydraulic fluids are required ISO viscosity grades 22, 32, 46, 68, 100, 150.

ITEM NO.	DESCRIPTION	MANUFACTURER & PRODUCT NO.	UNIT PRICE
100.	Various, 5 gallon pail	America Choice Hydraulic Fluid	\$5.43/Gallon
101.	Various, 16 gallon drum <sup>(1)</sup>	America Choice Hydraulic Fluid	\$6.37/Gallon
102.	Various, 55 gallon drum <sup>(1)</sup>	America Choice Hydraulic Fluid	\$5.48/Gallon
103.	Various, bulk	America Choice Hydraulic Fluid	\$4.48/Gallon

<sup>(1)</sup> There is a \$20.00 container deposit or exchange plus an \$9.00 Environmental Fee per Drum.

**TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT: \$700,000 (P-08633-10 & P-08634-10)**

-continued-



**CITY OF PHOENIX  
Purchasing Division**

**INVITATION FOR BID  
IFB 08-077 (TLH)**

**PETROLEUM PRODUCTS - REQUIREMENTS CONTRACT**

**CONTACT PERSON  
Terry Hudson  
Procurement Supervisor  
602-495-7545  
[terry.hudson@phoenix.gov](mailto:terry.hudson@phoenix.gov)**



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

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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 at <ftp://www.phoenix.gov/pub/payf/attachb.pdf>. 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.



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**CITY OF PHOENIX**  
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### 1. INTRODUCTION

The City of Phoenix invites sealed bids for various petroleum products for a three (3)-year period commencing on or about December 1, 2007, 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, November 9, 2007 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

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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://www.phoenix.gov/FINBIDS>. 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 through 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.



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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 [www.phoenix.gov/BUSINESS/affactio.html](http://www.phoenix.gov/BUSINESS/affactio.html) 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://www.phoenix.gov/FINBIDS> or by calling



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(602) 262-7181. The bidder shall acknowledge receipt of an addendum by signing and returning the document with the bid submittal.

### 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, [www.phoenix.gov/FINTABS](http://www.phoenix.gov/FINTABS) 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



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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:

- 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. BID INCENTIVE FOR PRODUCTS/SERVICES OFFERED BY A CERTIFIED SMALL BUSINESS ENTERPRISE (SBE)

In accordance with the Phoenix City Code 18-204 a 5% bid incentive will be given to local (Maricopa County) certified SBE firms competing for contracts valued up to \$250,000 in annual value or a 2.5% bid incentive for contracts over \$250,000 but under \$500,000 in annual value. In determining the lowest responsive and responsible bid or proposal any bid or proposal submitted by a local certified SBE firm shall be adjusted by reducing the price(s) of such bidder or proposer by the applicable bid incentive provided the SBE firm was certified at the time of the bid opening. This adjustment shall be solely for the purpose of establishing the apparent low bidder or proposer. The actual value of any contract awarded shall be the amount of the actual bid or proposal submitted by the SBE. To be eligible for the price preference SBE firms must be certified as such, by the City's Equal Opportunity Department, **prior to the bid opening date and time**, under the conditions set forth in Article VIII of the Phoenix City Code as amended.



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**Notice:** The process of becoming a certified SBE Firm by the Equal Opportunity Department takes several weeks. Please contact the Equal Opportunity Office at (602) 262-6790.

### 14. **BID INCENTIVE FOR JOINT VENTURES INVOLVING CERTIFIED SBE FIRMS**

In accordance with the Phoenix City Code 18-204, any qualified joint venture shall receive a 5% bid incentive when competing for contracts valued up to \$250,000, or a 2.5% bid incentive for contracts over \$250,000 but under \$500,000, when local certified SBE participation equals or exceeds thirty-five percent (35%) of the Joint Venture (JV). The SBE Joint Venture partner must be responsible for a clearly defined portion of the work to be performed. This portion must be set forth in detail separately from the work to be performed by the non-SBE JV partner.

The SBE JV partner's work must be assigned a commercially reasonable dollar value and use its own employees and equipment. The SBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV, in direct proportion to its stated level of JV participation. The SBE JV partner must perform work that is commensurate with its experience. The SBE JV partner must be certified local Vendor by the City's Equal Opportunity Department at the time of the bid opening.

To be considered for Joint Venture status, the bidder must state in the bid response the bidder's intention to perform the contract under a Joint Venture arrangement with a certified local SBE firm and must have applied for Joint Venture Certification by the City's Equal Opportunity Department **prior to the bid opening date and time**. The price preference will not be applied to bids or proposals submitted on a joint-venture basis if the application for certification was not received by the Equal Opportunity Department prior to the bid opening date and time. Contact (602) 261-8551; FAX (602) 261-534-1785, to apply for certification as an SBE Joint Venture.

### 15. **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.

### 16. **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

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### 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:

"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).
"Buyer"	City of Phoenix, City Purchasing Division staff person responsible for the solicitation.
"Days"	Means calendar days unless otherwise specified.
"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"	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.
"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.
"Offer"	Means bid or quotation.
"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.



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### 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.
- 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



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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 OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City.

**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.



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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.
- 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



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- 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.

- 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 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.

- 3.12 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.

- 3.13 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.



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- 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. 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



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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 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 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



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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 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



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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 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.



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- 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.
- 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.

### 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



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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.



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1. **FOB POINT**

Prices quoted shall be FOB destination, unloaded and stacked if required to the various City of Phoenix locations listed on page of 29 of 40, Section IV Scope, Paragraph 1, titled Delivery Locations.

2. **PRICE**

All prices submitted shall be firm and fixed for the initial contract period of one (1) year. Price adjustments will be considered bi-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 Terry Hudson, Procurement Supervisor, Equipment Management Purchasing, 2441 S. 22<sup>nd</sup> Avenue, Phoenix, AZ 85009. 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. **AWARD**

Award will be made on an “all or none” basis by group. For any group, prices must be shown for each item within the group.

4. **METHOD OF ORDERING – Equipment Management, Auto Stores locations**

Individuals specifically authorized by the Deputy Finance Director, Purchasing Division, will place verbal orders directly with the Contractor. Ordering individuals will provide a Auto Stores Parts Requisition (APR) number at the time of verbal order placement. A copy of the Auto Stores Purchase Requisition (APR) will not be mailed to the Contractor. Vendor Invoices, Packing Slips and Delivery Tickets shall include the Auto Stores Parts Requisition (APR) number. All items shall be identified with a part number, description and be individually priced.

**METHOD OF ORDERING – Other City of Phoenix locations**

Individuals specifically authorized by the Deputy Finance Director, Purchasing Division, will place verbal orders directly with the Contractor. Ordering individuals will provide a Contract Order Release (COR) number 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. All items shall be identified with a part number, description and be individually priced.

5. **METHOD OF PAYMENT- Equipment Management, Auto Stores locations**

Payment to be made from the Vendor's invoice submitted to cover only items received and accepted. Two (2) copies of each invoice are required. All invoices shall include the Auto Store Purchase Requisition (APR) number and be mailed to Equipment Management, Auto Stores, 2441 S. 22nd Avenue, Phoenix, Arizona 85009, Phone number 602-262-7398

**METHOD OF PAYMENT - Other City of Phoenix locations**

Payment to be made from the Vendor's invoice and a copy of the signed delivery ticket submitted to cover items received and accepted against the contract order release. Invoices must contain the Contract Order Release (COR) number. Invoices shall be included with each delivery or promptly mailed directly to the **ordering department**.



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6. **OPTION TO EXTEND**

The City may, at their option and with approval of the Contractor, extend the period of this agreement up to two (2) additional year(s), in increments of one year.

7. **HAZARDOUS MATERIALS REQUIREMENTS – MSDS**

Material Safety Data Sheets (MSDS) for the product(s) offered will be requested for review **after the bid opening date**. Bidders shall provide the Material Safety Data Sheets (MSDS) within five (5) calendar days after the request. Bid(s) may be considered as non-responsive and rejected for failure to provide the requested Material Safety Data Sheets (MSDA).

The MSDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered. The Contractor shall provide required safety and health training for City employees on each product offered and for proper product use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the bid price for the product. The Contractor shall also accept returned product that was purchased as a result of this IFB or RFQ and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned at least forty-five (45) calendar days prior to any shelf-life expiration date noted on the product container(s).

All product containers provided should exhibit the Hazardous Material Identification System (HMIS) and/or the National Fire Protection Association (NFPA) labels/ratings on the containers.

City reserves the right to purchase products that in the City's opinion is the least hazardous material suitable for use in the City's operations, price notwithstanding.

8. **OVER-THE-COUNTER PURCHASES**

To support daily operations, the successful contractor shall maintain a local inventory allowing will call and walk in over-the-counter sales.

City employees placing and receiving over the counter orders must provide the following, order number (APR or COR), identify the department/division, address, personal identification and a complete legible signature. The employee shall receive an itemized, priced and extended totaled invoice, packing slip, or delivery ticket.

If packing slips are used and are of a different numerical sequence than final invoices, the packing slip number must be referenced on the final invoice.

Separate accounts shall be maintained for the various departments and their subdivisions.

Vendor must be capable of retrieving information relating to invoices utilizing the APR or COR number.



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9. **PRODUCT DISCONTINUANCE**

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

- A. A formal announcement from the manufacturer that the product or item has been discontinued.
- B. Documentation from the manufacturer that names the replacement product.
- 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 item.
- E. Documentation from the manufacturer confirming the price for the replacement item.



## SECTION IV - SCOPE

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### SCOPE

The successful Contractor(s) shall provide various petroleum products on an as needed basis for a three year contract period commencing on or about December 1, 2007. All products offered shall meet or exceed the specifications or certifications to follow.

#### **GROUP A GASOLINE ENGINE MOTOR OIL**

Specifications: All gasoline engine oils offered shall have an American Petroleum Institute (API) classification of SM or the highest current standard listed by the API. Each container shall be labeled with the API Service Symbol. All multi-weight oils 0W-XX; 5W-XX; 10W-XX shall also have the API Energy Conserving Designation on the label.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
1.	SAE 30	quart	one (1) case, 12 per case
2.	SAE 30	55 gallon drum	one (1) drum
3.	SAE 30	bulk	100 gallons
4.	SAE 5W-20	quart	one (1) case, 12 per case
5.	SAE 5W-20	55 gallon drum	one (1) drum
6.	SAE 5W-20	bulk	100 gallons
7.	SAE 5W-30	quart	one (1) case, 12 per case
8.	SAE 5W-30	55 gallon drum	one (1) drum
9.	SAE 5W-30	bulk	100 gallons
10.	SAE 10W-30	quart	one (1) case, 12 per case
11.	SAE 10W-30	55 gallon drum	one (1) drum
12.	SAE 10W-30	bulk	100 gallons
13.	SAE 20W-50	quart	one (1) case, 12 per case
14.	SAE 20W-50	55 gallon drum	one (1) drum
15.	SAE 20W-50	bulk	100 gallons

#### **GROUP B FULLY SYNTHETIC GASOLINE ENGINE MOTOR OIL**

Specifications: All fully synthetic gasoline engine oils offered shall have an American Petroleum Institute (API) classification of SM or the highest current standard listed by the API. Each container shall be labeled with the API Service Symbol. All multi-weight oils 0W-XX; 5W-XX; 10W-XX shall also have the API Energy Conserving Designation on the label.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
16.	SAE 30	quart	one (1) case, 12 per case
17.	SAE 30	55 gallon drum	one (1) drum
18.	SAE 30	bulk	100 gallons
19.	SAE 5W-20	quart	one (1) case, 12 per case
20.	SAE 5W-20	55 gallon drum	one (1) drum
21.	SAE 5W-20	bulk	100 gallons
22.	SAE 5w-30	quart	one (1) case, 12 per case
23.	SAE 5W-30	55 gallon drum	one (1) drum
24.	SAE 5W-30	bulk	100 gallons
25.	SAE 10W-30	quart	one (1) case, 12 per case
26.	SAE 10W-30	55 gallon drum	one (1) drum
27.	SAE 10W-30	bulk	100 gallons
28.	SAE 20W-50	quart	one (1) case, 12 per case
29.	SAE 20W-50	55 gallon drum	one (1) drum
30.	SAE 20W-50	bulk	100 gallons



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### **GROUP C RE-REFINED GASOLINE ENGINE MOTOR OIL**

Specifications: All re-refined gasoline engine oils offered shall have an American Petroleum Institute (API) classification of SM or the highest current standard listed by the API. Each container shall be labeled with the API Service Symbol. All multi-weight oils 0W-XX; 5W-XX; 10W-XX shall also have the API Energy Conserving Designation on the label. "Re-refined motor oil" shall have a base oil content consisting of at least seventy (70) percent re-refined oil; higher percentages of re-refined oil are preferred.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
31.	SAE 30	quart	one (1) case, 12 per case
32.	SAE 30	55 gallon drum	one (1) drum
33.	SAE 30	bulk	100 gallons
34.	SAE 5W-20	quart	one (1) case, 12 per case
35.	SAE 5W-20	55 gallon drum	one (1) drum
36.	SAE 5W-20	bulk	100 gallons
37.	SAE 5w-30	quart	one (1) case, 12 per case
38.	SAE 5W-30	55 gallon drum	one (1) drum
39.	SAE 5W-30	bulk	100 gallons
40.	SAE 10W-30	quart	one (1) case, 12 per case
41.	SAE 10W-30	55 gallon drum	one (1) drum
42.	SAE 10W-30	bulk	100 gallons
43.	SAE 20W-50	quart	one (1) case, 12 per case
44.	SAE 20W-50	55 gallon drum	one (1) drum
45.	SAE 20W-50	bulk	100 gallons

### **GROUP D DIESEL ENGINE MOTOR OIL**

Specifications: All diesel engine oils offered shall have an American Petroleum Institute (API) classification of CF/SC or the highest current standard listed by the API. Each container shall be labeled with the API Service Symbol.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
46.	SAE 40	quart	one (1) case, 12 per case
47.	SAE 40	55 gallon drum	one (1) drum
48.	SAE 40	bulk	100 gallons

Specifications: All diesel engine oils offered shall have an American Petroleum Institute (API) classification of CJ-4 or the highest current standard listed by the API. Each container shall be labeled with the API Service Symbol.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
49.	SAE 15W-40	quart	one (1) case, 12 per case
50.	SAE 15W-40	55 gallon drum	one (1) drum
51.	SAE 15W-40	bulk	100 gallons



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### **GROUP E FULLY SYNTHETIC DIESEL ENGINE MOTOR OIL**

Specification: All fully synthetic diesel engine oils offered shall have an American Petroleum Institute (API) classification of CJ-4 or the highest current standard listed by the API. Each container shall be labeled with the API Service Symbol.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
52.	SAE 15W-40	quart	one (1) case, 12 per case
53.	SAE 15W-40	55 gallon drum	one (1) drum
54.	SAE 15W-40	bulk	100 gallons

### **GROUP F RE-REFINED DIESEL ENGINE MOTOR OIL**

Specification: All re-refined diesel engine oils offered shall have an American Petroleum Institute (API) classification of CF/SC or the highest current standard listed by the API. Each container shall be labeled with the API Service Symbol . All "Re-refined motor oil" shall have a base oil content consisting of at least seventy (70) percent re-refined oil; higher percentages of re-refined oil are preferred.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
55.	SAE 40	quart	one (1) case, 12 per case
56.	SAE 40	55 gallon drum	one (1) drum
57.	SAE 40	bulk	100 gallons

Specification: All re-refined diesel engine oils offered shall have an American Petroleum Institute (API) classification of CJ-4 or the highest current standard listed by the API. Each container shall be labeled with the API Service Symbol . All "Re-refined motor oil" shall have a base oil content consisting of at least seventy (70) percent re-refined oil; higher percentages of re-refined oil are preferred.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
58.	SAE 15W-40	quart	one (1) case, 12 per case
59.	SAE 15W-40	55 gallon drum	one (1) drum
60.	SAE 15W-40	bulk	100 gallons

### **GROUP G AUTOMOTIVE AUTOMATIC TRANSMISSION FLUIDS**

Specifications: Various automatic automotive transmission type fluids meeting or exceeding the original equipment manufactures specifications. "Multi-Vehicle" grade transmission fluid shall be approved to meet or exceed the following original manufacturer specifications for the following fluids, Dexron III, Mercon V and Allison C-4.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
61.	Multi Vehicle	quart	one (1) case, 12 per case
62.	Multi Vehicle	55 gallon drum	one (1) each
63.	Multi Vehicle	bulk	100 gallons
64.	Mercon SP	quart	one (1) case , 12 per case
65.	Mercon SP	55 gallon drums	one (1) drum
66.	Mercon SP	bulk	100 gallons
67.	Dexron-VI	quart	one (1) case, 12 per case
68.	Dexron-VI	55 gallon drum	one (1) drum
69.	Dexron-VI	bulk	100 gallons
70.	ATF+4	quart	one (1) case, 12 per case
71.	ATF+4	55 gallon drum	one (1) drum
72.	ATF+4	bulk	100 gallons



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### **GROUP G     AUTOMOTIVE AUTOMATIC TRANSMISSION FLUIDS (continued)**

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
73.	TranSynd	quart	one (1) each, 12 per case
74.	TranSynd	55 gallon drum	one (1) drum
75.	TranSynd	bulk	100 gallons

### **GROUP H     AUTOMOTIVE MANUAL TRANSMISSION & AXLE LUBRICANTS**

Specifications: 75W/90 synthetic fluid shall meet or exceed GM Specification 9986115.  
75W/140 synthetic fluid shall meet or exceed Ford Specification WSL-M2C192-A.  
All other lubricants shall meet or exceed API service ratings: GL-5, MT-1.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
76.	75W/90 synthetic	quart	one (1) case, 12 per case
77.	75W/90 synthetic	5 gal. – 35 lb. pail	one (1) each
78.	75W/90 synthetic	16 gal – 120 lb. keg.	one (1) each
79.	75W/90 synthetic	55 gal. – 410 lb. drum	one (1) each
80.	75W/90 synthetic	bulk	100 gallons
81.	75W/140 synthetic	quart	one (1) case, 12 per case
82.	75W/140 synthetic	5 gal. – 35 lb. pail	one (1) each
83.	75W/140 synthetic	16 gal – 120 lb. keg.	one (1) each, 12 per case
84.	75W/140 synthetic	55 gal. – 410 lb. drum	one (1) each
85.	75W/140 synthetic	bulk	100 gallons
86.	80W/90	quart	one (1) case, 12 per case
87.	80W/90	5 gal. – 35 lb. pail	one (1) each
88.	80W/90	16 gal – 120 lb. keg.	one (1) each
89.	80W/90	55 gal. – 410 lb. drum	one (1) each
90.	80W/90	bulk	100 gallons
91.	80W/90 limited slip	quart	one (1) case, 12 per case
92.	80W/90 limited slip	5 gal. – 35 lb. pail	one (1) each
93.	80W/90 limited slip	16 gal. – 120 lb. keg	one (1) each
94.	80W/90 limited slip	55 gal. – 410 lb. drum	one (1) each
95.	80W/90 limited slip	bulk	100 gallons
96.	85W/140 limited slip	quart	one (1) case, 12 per case
97.	85W/140 limited slip	16 gal. – 120 lb. keg	one (1) each
98.	85W/140 limited slip	55 gal. – 410 lb. drum	one (1) each
99.	85W/140 limited slip	bulk	100 gallons

### **GROUP I     HYDRAULIC FLUIDS**

Specifications: Various hydraulic fluids as required, ISO viscosity grades 22, 32, 46, 68, 100, 150

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
100.	various	5 gallons	one (1) each
101.	various	16 gallons	one (1) each
102.	various	55 gallons	one (1) each
103.	various	bulk	100 gallons



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### **GROUP J HYDRAULIC/TRANSMISSION OIL**

Specification: Meeting John Deere J20C specifications, Hy-Gard or equal, ISO grades 46 - 68.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
104.	46 - 68	one (1) gallon	one (1) each
105.	46 - 68	five (5) gallons	one (1) each
106.	46 - 68	thirty (30) gallons	one (1) each
107.	46 - 68	fifty-five (55) gallons	one (1) each

Specifications: Meeting Caterpillar required TO-4 specifications, SAE grades 10, 30 & 50

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
108.	10, 30 & 50	one (1) gallon	one (1) each
109.	10, 30, & 50	five (5) gallons	one (1) each
110.	10, 30, & 50	thirty (30) gallons	one (1) each
111.	10, 30, & 50	fifty-five (55) gallons	one (1) each

### **GROUP K TURBINE & COMPRESSOR OILS**

Specifications: Various ISO viscosity turbine & compressor oils as required. Formulated with rust, corrosion and foam inhibitors.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
112.	Compressor 32	5 gallon	one (1) each
113.	Compressor 32	16 gallons	one (1) each
114.	Compressor 32	55 gallons	one (1) each
115.	Turbine; 46, 68, 150 & 220	5 gallon	one (1) each
116.	Turbine; 46, 68, 150 & 220	16 gallons	one (1) each
117.	Turbine; 46, 68, 150 & 220	55 gallons	one (1) each
118.	Turbine; 46, 68, 150 & 220	bulk	100 gallons

### **GROUP L GREASE**

Specifications: Multi-purpose, Moly-Lithium base, extreme pressure, NLGI grade 2, penetration (D217) 280, dropping point 380 F

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
119.	NLGI 2	14 oz cartridge	ten (10) cartridges per case
120.	NLGI 2	35 lb lug	one (1) each
121.	NLGI 2	120 lb. keg	one (1) each
122.	NLGI 2	400 lb drum	one (1) each

Specifications: High temperature, multi-purpose, extreme pressure, NLGI grade 2, certified GC-LB, penetration (D217) 325, dropping point 520 F

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
123.	NLGI 2, GC-LB	14 oz cartridge	ten (10) cartridges per case
124.	NLGI 2, GC-LB	35 lb lug	one (1) each
125.	NLGI 2, GC-LB	120 lb. keg	one (1) each
126.	NLGI 2, GC-LB	400 lb drum	one (1) each



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### **GROUP M HEAVY DUTY INDUSTRIAL GEAR OIL**

Specifications: Lead free with sulphur-phosphorus additives, extreme pressure design meeting ISO 12925-1 type CKC specifications. ISO viscosity grades; 68, 100, 150, 220, 320, 460 & 680.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
127.	various	35 lbs. – 5 gallons	one (1) each
128.	various	400lb drum – 55 gal	one (1) each

### **GROUP N WHITE MINERAL OIL & MACHINERY LUBRICANT**

Specifications: White mineral oil, food grade, premium quality, without additives. Products shall meet FDA requirement codes 21 CFR 172.878 and 178.3620 for direct and indirect food contact. USDA approval as an H-1 and H3 lubricant in food plant use. National Sanitation Foundation (NSF) standards 60 and 61. Surpass any standards of the US Pharmacopeia (USP) and the National Formulary (NF).

ISO viscosity grades: 7, 10, 15, 32, 46 & 68 as required

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
129.	various	5 gal. – 35 lb. pail	one (1) each
130.	various	55 gal. drum	one (1) each

Specification: Food grade machinery lubricant, premium quality, fortified with an ashless zinc-free anti-wear additive. Products shall meet FDA requirement code 21 CFR 178.3570 for the incidental contact with food and be approved as a H1 lubricant for use in food plants under USDA jurisdiction. Meet NSF standards 60 and 61.  
ISC viscosity grade 32, 46, 68, 100, 220 & 460 as required.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
131.	various	5 gal. – 35 lb. pail	one (1) each
132.	various	55 gal. drum	one (1) each

### **GROUP O ENGINE OIL FOR NATURAL & SYNTHETIC FUEL POWERED ENGINES**

Specifications: Low in ash & phosphorus engine oil to be used in bi-fuel or dedicated liquefied natural gas type engines, meeting Cummins 20074 specifications.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
133.	15W/40	quart	one (1) case, 12 quarts per case
134.	15W/40	gallon	one (1) each
135.	15W/40	16 gallons	one (1) each
136.	15W/40	55 gallons	one (1) each

Specifications: Natural gas engine oil required for stationary type engines powered using compressed natural or synthetic gas engines and meeting Caterpillar NGE0 EL250 specifications.

<b><u>Item No.</u></b>	<b><u>Grade</u></b>	<b><u>Container Size</u></b>	<b><u>Minimum Order Quantity</u></b>
137.	40	one (1) gallon	one (1) each
138.	40	five (5) gallons	one (1) each
139.	40	thirty (30) gallons	one (1) each
140.	40	fifty-five (55) gallons	one (1) each



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### GROUP P. KEROSENE-HEATING FUEL

<u>Item No.</u>	<u>Grade</u>	<u>Container Size</u>	<u>Minimum Order Quantity</u>
141.	Kerosene heating fuel type	55 gal. drum	one (1) each

#### 1. DELIVERY LOCATIONS

##### **Equipment Management Division**

Central Equipment Maintenance Center	2441 South 22nd Avenue
Glenrosa Service Center	4021 West Glenrosa
Union Hills Service Center	202 East Union Hills
Okemah Service Center	3828 East Anne
Salt River Service Center	3045 South 22nd Avenue
Squaw Peak Police Substation	6206 North 24th Street
South Mountain Police Substation	400 West Southern
Cactus Park Police Substation	12220 North 39th Avenue
Desert Horizon Police Substation	16030 North 56th Street
Maryvale Police Substation	6180 West Encanto
Southern Command Police Substation	3443 South Central Avenue
Central City Police Substation	1902 South 16th Street
State Route 85 Landfill	28633 W. Patterson Rd; Buckeye, AZ
Fire Operation Center	2625 S. 19 <sup>th</sup> Avenue
North Gateway Transfer Station	30205 N. Black Canyon Hwy
Twenty Seventh Avenue Transfer Station	3060 S. 27 <sup>th</sup> Avenue

##### **Finance Division**

Petroleum Stores	2239 West Lower Buckeye Road
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##### **Wastewater Treatment Division**

91st Avenue Waste Water Treatment Plant	5615 South 91st Avenue
23 <sup>rd</sup> Avenue Waste Water Treatment Plant	2470 S. 22 <sup>nd</sup> Avenue

##### **Water Production**

Union Hills Water Treatment Plant	2001 East Deer Valley Road
Deer Valley Water Treatment Plant	3030 West Dunlap
24 <sup>th</sup> Street Water Treatment Plant	6202 N. 24 <sup>th</sup> St. Bldg. 1
Val Vista Water Treatment Plant	3200 East McDowell Rd., Mesa, AZ
Verde Water Treatment Plant	7696 North Red Mountain Rd., Scottsdale, AZ
Water Supply and Storage South	5204 East Thomas
Water Supply and Storage North	4436 North 35th Avenue

##### **Aviation Department**

Aviation Fleet Maintenance	2515 East Buckeye Road
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##### **Phoenix Convention Center**

Fifth Street and Washington, Dock D

##### **Parks Division**

Central District	1001 North 52nd Street
South District	227 East Cody Drive
Northeast District	1602 East Sahuaro Drive
Northwest District	9401 North 35th Avenue



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### 1. DELIVERY LOCATIONS (continued)

Central District	43rd Avenue and Glenrosa
Special Operations	1802 West Encanto
Cave Creek Golf	2135 West Greenway
Encanto Golf	1802 West Encanto
Maryvale Golf	5902 West Indian School
Papago Golf	5595 East Moreland
Pueblo Grande	4619 East Washington Street

**Streets Division** 4035 West Glenrosa

**Police Air Support** 102 E. Deer Valley Road

**Various other City of Phoenix locations as required.**

### 2. PRODUCT DOCUMENTATION

After the bid opening date each bidder may be requested to provide product evaluation literature and a Material Safety Data Sheet (MSDS) for each product offered. Bidders will have five (5) calendar days after the request to provide this material. Bid(s) may be considered as non-responsive and rejected if the evaluation literature and Material Safety Data Sheets (MSDA) are not provided.

### 2. MINIMUM ORDER QUANTITIES

Bids submitted with minimum order quantities that differ from the order quantities listed may be considered as no responsive and rejected.

### 3. PACKAGING QUANTITY

If the packaging quantity differs from the quantity listed in the minimum order quantity bidders shall indicate their package quantity in the submittal.

### 4. DRUM & BARREL DEPOSITS

All drums and barrels shall be supplied as returnable containers. Any deposit charge shall be priced as firm and fixed for the contract period and listed as a separate item on the materials invoice. Any pickup or freight costs for returning barrels/drums will be paid by the Contractor.

### 5. BACK ORDERS

Any item ordered that is out of stock must have prior approval of the City representative before placing the item on back order.

### 6. MANUFACTURER AND PRODUCT NUMBER

Bidders shall indicate the manufacturer and current product number for each item offered. Failure to provide this information may be considered as non-responsive and rejection of the submittal.

### 7. AWARD

Award will be made on an "all or none" basis by group. For any group, prices must be shown for each item within the group.



SECTION V - SUBMITTAL

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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.

AWARD

Award will be made on an "all or none" basis by group. For any group, prices must be shown for each item within the group.

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.

GROUP A - GASOLINE ENGINE MOTOR OIL

Table with 5 columns: Bid Item, Container Size, Manufacturer, Product No., Unit Price. Rows 1-15 listing various oil quantities and container sizes.

GROUP A - Grand Total -All or None
Bid Items 1 through 15 \$

GROUP B - FULLY SYNTHETIC GASOLINE ENGINE MOTOR OIL

Table with 5 columns: Bid Item, Container Size, Manufacturer, Product No., Unit Price. Rows 16-20 listing various oil quantities and container sizes.



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GROUP B - FULLY SYNTHETIC GASOLINE ENGINE MOTOR OIL (continued)

Table with 5 columns: Bid Item, Container Size, Manufacturer, Product No., Unit Price. Rows 21-30 listing oil specifications.

GROUP B - Grand Total -All or None
Bid Items 16 through 30 \$

GROUP C - RE-REFINED GASOLINE ENGINE MOTOR OIL

Table with 5 columns: Bid Item, Container Size, Manufacturer, Product No., Unit Price. Rows 31-45 listing oil specifications.

GROUP C - Grand Total -All or None
Bid Items 31 through 45 \$

GROUP D - DIESEL ENGINE MOTOR OIL

Table with 5 columns: Bid Item, Container Size, Manufacturer, Product No., Unit Price. Rows 46-48 listing oil specifications.



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**GROUP D – DIESEL ENGINE MOTOR OIL (continued)**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
49.	Quart	_____	_____	\$ _____ Qt
50.	55 gallon drum	_____	_____	\$ _____ GL
51.	Bulk	_____	_____	\$ _____ GL

**GROUP D – Grand Total –All or None  
Bid Items 46 through 51. \$ \_\_\_\_\_**

**GROUP E – FULLY SYNTHETIC DIESEL ENGINE MOTOR OIL**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
52.	Quart	_____	_____	\$ _____ Qt
53.	55 gallon drum	_____	_____	\$ _____ GL
54.	Bulk	_____	_____	\$ _____ GL

**GROUP E – Grand Total –All or None  
Bid Items 52 through 54. \$ \_\_\_\_\_**

**GROUP F – RE-REFINED DIESEL ENGINE MOTOR OIL**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
55.	Quart	_____	_____	\$ _____ Qt
56.	55 gallon drum	_____	_____	\$ _____ GL
57.	Bulk	_____	_____	\$ _____ GL
58.	Quart	_____	_____	\$ _____ Qt
59.	55 gallon drum	_____	_____	\$ _____ GL
60.	Bulk	_____	_____	\$ _____ GL

**GROUP F – Grand Total –All or None  
Bid Items 55 through 60. \$ \_\_\_\_\_**

**GROUP G – AUTOMOTIVE AUTOMATIC TRANSMISSION FLUIDS**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
61.	Quart	_____	_____	\$ _____ Qt
62.	55 gallon drum	_____	_____	\$ _____ GL
63.	Bulk	_____	_____	\$ _____ GL
64.	Quart	_____	_____	\$ _____ Qt
65.	55 gallon drum	_____	_____	\$ _____ GL
66.	Bulk	_____	_____	\$ _____ GL
67.	Quart	_____	_____	\$ _____ Qt
68.	55 gallon drum	_____	_____	\$ _____ GL

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

Bid Opening Date: November 9, 2007

Solicitation No. IFB 08-077 (TLH)



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GROUP G - AUTOMOTIVE AUTOMATIC TRANSMISSION FLUIDS (continued)

Table with 5 columns: Bid Item, Container Size, Manufacturer, Product No., Unit Price. Rows 69-75 listing various container sizes like Bulk, Quart, and 55 gallon drum.

GROUP G - Grand Total -All or None
Bid Items 64 through 75 \$

GROUP H - AUTOMOTIVE MANUAL TRANSMISSION & AXLE LUBRICANTS

Table with 5 columns: Bid Item, Container Size, Manufacturer, Product No., Unit Price. Rows 76-99 listing various container sizes like Quart, 5 gallon pail, 16 gallon drum, and 55 gallon drum.

GROUP H - Grand Total -All or None
Bid Items 76 through 99. \$



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**GROUP I – HYDRAULIC FLUIDS**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
100.	5 Gallon pail	_____	_____	\$ _____ GL
101.	16 gallon drum	_____	_____	\$ _____ GL
102.	55 gallon drum	_____	_____	\$ _____ GL
103.	Bulk	_____	_____	\$ _____ GL

**GROUP I – Grand Total –All or None**  
**Bid Items 100 through 103. \$ \_\_\_\_\_**

**GROUP J– HYDRAULIC FLUIDS/TRANSMISSION OIL**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
104.	One gallon	_____	_____	\$ _____ GL
105.	5 gallon pail	_____	_____	\$ _____ GL
106.	30 gallon drum	_____	_____	\$ _____ GL
107.	55 gallon drum	_____	_____	\$ _____ GL
108.	One gallon	_____	_____	\$ _____ GL
109.	5 gallon pail	_____	_____	\$ _____ GL
110.	30 gallon drum	_____	_____	\$ _____ GL
111.	55 gallon drum	_____	_____	\$ _____ GL

**GROUP J – Grand Total –All or None**  
**Bid Items 104 through 111. \$ \_\_\_\_\_**

**GROUP K– TURBINE & COMPRESSOR OILS**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
112.	5 gallon	_____	_____	\$ _____ GL
113.	16 gallon	_____	_____	\$ _____ GL
114.	55 gallon drum	_____	_____	\$ _____ GL
115.	5 gallons	_____	_____	\$ _____ GL
116.	16 gallons	_____	_____	\$ _____ GL
117.	55 gallon drum	_____	_____	\$ _____ GL
118.	Bulk	_____	_____	\$ _____ GL

**GROUP K – Grand Total –All or None**  
**Bid Items 112 through 118. \$ \_\_\_\_\_**

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

Bid Opening Date: November 9, 2007

Solicitation No. IFB 08-077 (TLH)



**SECTION V - SUBMITTAL**

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

**GROUP L- GREASE**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
119.	14 oz. cartridge	_____	_____	\$ _____ Cartridge
120.	35 lb. lug	_____	_____	\$ _____ Lug
121.	120 lb. keg	_____	_____	\$ _____ Keg
122.	400 lb. drum	_____	_____	\$ _____ Drum
123.	14 oz. cartridge	_____	_____	\$ _____ Cartridge
124.	35 lb. lug	_____	_____	\$ _____ Lug
125.	120 lb. keg	_____	_____	\$ _____ Keg
126.	400 lb. drum	_____	_____	\$ _____ Drum

**GROUP L – Grand Total –All or None  
Bid Items 119 through 126. \$ \_\_\_\_\_**

**GROUP M- HEAVY DUTY INDUSTRIAL GEAR OIL**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
127.	5 Gallon – 35 lbs pail	_____	_____	\$ _____ Gallon
128.	55 Gal – 400 lb drum	_____	_____	\$ _____ Gallon

**GROUP M – Grand Total –All or None  
Bid Items 127 through 128. \$ \_\_\_\_\_**

**GROUP N- WHITE MINERAL OIL & MACHINERY LUBRICANT**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
129.	5 gal. – 35 lb. pail	_____	_____	\$ _____ GL
130.	55 gal. drum	_____	_____	\$ _____ GL
131.	5 gal. – 35 lb. pail	_____	_____	\$ _____ GL
132.	55 gallon drum	_____	_____	\$ _____ GL

**GROUP N – Grand Total –All or None  
Bid Items 129 through 132. \$ \_\_\_\_\_**

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

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**GROUP O- ENGINE OIR FOR NATURAL & SYNTHETIC FUEL POWERED ENGINES**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
133.	Quart	_____	_____	\$ _____ Qt
134.	Gallon	_____	_____	\$ _____ GL
135.	16 gallons	_____	_____	\$ _____ GL
136.	55 gallon drum	_____	_____	\$ _____ GL
137.	Gallon	_____	_____	\$ _____ GL
138.	5 gallons	_____	_____	\$ _____ GL
139.	30 gallon drum	_____	_____	\$ _____ GL
140.	55 gallons	_____	_____	\$ _____ GL

**GROUP O – Grand Total –All or None  
Bid Items 133 through 140. \$ \_\_\_\_\_**

**GROUP P- KEROSENE – HEATING FUEL**

Bid Item	Container Size	Manufacturer	Product No.	Unit Price
141.	55 gallon drum	_____	_____	\$ _____ GI

**GROUP P – Grand Total –All or None  
Bid Item 141. \$ \_\_\_\_\_**

**DRUM & BARREL DEPOSIT**

Indicate any applicable returnable Drum or Barrel deposits, see page 30 of 40, Section IV Scope, Paragraph 4, Titled, Drum & Barrel Deposits.

**\$ \_\_\_\_\_ each, indicate which line item the deposit will apply.**

**Line: \_\_\_\_\_**

**1. 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.



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**2. DELIVERY**

Bidder states that item(s) ordered will be delivered \_\_\_\_\_ calendar days after receipt of order. This delivery schedule shall include any time for shipping.

**3. CUSTOMER REFERENCE LISTING**

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of two (2) firms or government organizations for which the Contractor is currently furnishing or has furnished various petroleum products.

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

Address \_\_\_\_\_

Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_

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

Address \_\_\_\_\_

Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_

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

Bid Opening Date: November 9, 2007

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**SECTION V - SUBMITTAL**

**CITY OF PHOENIX  
Purchasing Division  
251 W. Washington Street  
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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 Invitation for Bid and any written exceptions in the offer.

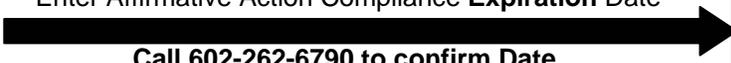
Arizona Sales Tax No. \_\_\_\_\_

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**

<p>Enter Affirmative Action Compliance Expiration Date</p> <p><b>Call 602-262-6790 to confirm Date, registration procedures located at <a href="http://phoenix.gov/BUSINESS">http://phoenix.gov/BUSINESS</a></b></p>	
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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



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Purchase Order Mailing Address (if different from above)

Name \_\_\_\_\_

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.

Name \_\_\_\_\_

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  
Frank Fairbanks, City Manager

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

\_\_\_\_\_  
Susan Perkins, Deputy Finance Director

Approved as to form this 14 day of September, 2006

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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: November 9, 2007

Solicitation No. IFB 08-077 (TLH)