



City of Phoenix

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**INVITATION FOR BID
IFB-26-0037
PAVEMENT MARKING TAPE**

**CITY OF PHOENIX
FINANCE CENTRAL PROCUREMENT
251 W. WASHINGTON ST.
PHOENIX, AZ
85003**

RELEASE DATE: August 14, 2025

DEADLINE FOR QUESTIONS: August 28, 2025

RESPONSE DEADLINE: September 10, 2025, 2:00 pm

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1. Introduction	3
2. Instructions.....	4
3. Scope of Work.....	12
4. Standard Terms and Conditions	16
5. Special Terms and Conditions.....	31
6. Defense and Indemnification	36
7. Insurance Requirements	37
8. RFxPremier Terms and Conditions	39
9. Submittals	50
10. Pricing Proposal	51

Attachments:

Years in Business and References

Conflict of Interests and Transparency Form

Offer Form

Acceptance of Offer Form

Acknowledgment of Post Solicitation Additions / Modifications

1. Introduction

1.1. Contact Information

Scott McBride

Finance Central Procurement

Email: scott.mcbride@phoenix.gov

Phone: (602) 495-2458

1.2. Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit. All times in the Schedule of Events are Local Phoenix, AZ Time.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Scott McBride) at (602) 495-2458/Voice or 711/TTY, or scott.mcbride@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date:	August 14, 2025
Pre-Offer Conference (Mandatory):	August 21, 2025, 10:00am Via Webex https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m99429c1731535b37f0c92d6a4ac1ff05 Meeting number (access code): 2333 123 5799 Meeting password: EXgha7bPb25 +1-415-655-0001
Written Inquiries Due Date:	August 28, 2025, 2:00pm
Offer Due Date:	September 10, 2025, 2:00pm

2. Instructions

2.1. Preparation of Offer

All forms provided must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- 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 solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.2. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.3. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from the City's Procurement Portal: <https://procurement.opengov.com/portal/phoenix/projects/176815>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the City's Procurement Portal, read the entire solicitation, and verify all required information is submitted with their Offer.

2.4. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.5. Inquiries

All questions that arise relating to this solicitation should be directed via City's Procurement Portal and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the City's Procurement Portal.

2.6. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda through the City's Procurement Portal.

2.7. Licenses

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

2.8. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

2.9. Submission of Offer

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers should be submitted electronically via the City's Procurement Portal by clicking on "Draft Response" via <https://procurement.opengov.com/portal/phoenix/projects/176815>. Offerors that are unable to submit electronically should contact the Procurement Officer to discuss the logistics of hard copy submittals. Offerors must be registered with OpenGov by signing up via <https://procurement.opengov.com/signup>. Vendor training guides can be found at: <https://opengov.my.site.com/support/s/article/ca6d1285-1e48-4a21-bb0d-715edb7794ed>

Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

It is the responsibility of the Offeror to ensure that the Offer is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the upload as received/stamped by the City's Procurement Portal will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

For assistance with submittals, vendors are welcome to use the OpenGov support chat (blue chat bubble in the bottom right corner) to connect with a member of OpenGov's support team who will be able to assist you with your submission.

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

2.10. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by clicking "Unsubmit Response" on the Offer submission via the City's Procurement Portal.

2.11. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's Procurement Portal.

The City will post a preliminary offer tabulation on the City's Procurement Portal: <https://procurement.opengov.com/portal/phoenix/projects/176815> within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the City's Procurement Portal. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's Procurement Portal effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.12. Pre-Award Qualifications

Offeror must have been in operation a minimum of three years. The Offeror's normal business activity during the past three years will have been for providing the goods or services in this solicitation.

2.13. Certificates of Insurance

Upon notification of a recommended award, the Offeror will have 14 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

2.14. Award of Contract

Unless otherwise indicated, award(s) will be made to responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

A. Factors that may be considered by the City include:

1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
3. Demonstrated ability to provide the goods and/or services described in the scope of work to purchasing entities on a nationwide basis.
4. Safety record; and,

5. Offeror history of complaints and termination for convenience or cause.

- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. 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. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department 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, and in any addendum or contract amendment.

2.15. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any

announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.16. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's Procurement Portal to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

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

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.17. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror

believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.18. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

2.19. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.20. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsive and responsible offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to award multiple contracts.

2.21. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

2.22. Equal Low Offer

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

3. Scope of Work

3.1. Overview

Vendor shall furnish retroreflective preformed patterned pavement marking tape per the specifications detailed herein.

3.2. General Requirements

The preformed patterned markings shall consist of white or yellow films with pigments selected and blended to conform to standard highway colors. Glass beads shall be incorporated to provide immediate and continuing retroreflection.

Preformed words and symbols shall conform to the applicable shapes and sizes as outlined in the "Manual on Uniform Traffic Control Devices for Streets and Highways", located at <https://mutcd.fhwa.dot.gov>.

The preformed markings shall be capable of being adhered to asphalt, cement, concrete, and Portland cement concrete by a pre-coated pressure sensitive adhesive. A surface preparation adhesive may be used to precondition the pavement surface. The preformed markings shall conform to pavement contours by the action of traffic. The pavement markings shall be capable of application on new, dense and open-graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer's instructions. After application, the markings shall be immediately ready for traffic. Vendor shall identify proper surface preparation adhesives (where necessary) to be applied at the time of application, all equipment necessary for proper application, and recommendations for application that will assure effective product performance. The preformed markings shall be suitable for use for one year after the date of receipt when stored in accordance with the manufacturer's recommendations.

3.3. Classification

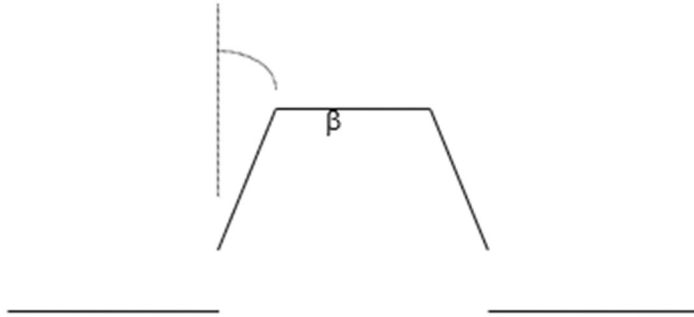
The marking shall be a general-purpose pliant polymer material for preformed longitudinal, transverse, and symbol and legend markings subjected to traffic volumes.

3.4. Product Requirements

Products offered must meet, or exceed, ASTM D 4505 Standard Specification for Preformed Retroreflective Pavement Marking Tape for Extended Service Life. <https://store.astm.org>

3.5. Composition

The retroreflective pliant polymer pavement markings shall consist of a mixture of high-quality polymeric materials, pigments and glass beads distributed throughout its base cross-sectional area, with a reflective layer of glass beads bonded to a durable polyurethane topcoat surface. The patterned surface shall have approximately 50% ± 15% of the surface area raised and presenting a near vertical face (β angle of 0° to 60°) to traffic from any direction (See diagram below). The channels between the raised areas shall be substantially free of exposed beads or particles.



3.6. Reflectance

The white and yellow markings should be no less than the following expected initial average retro reflectance values as measured in accordance with the testing procedures of ASTM D4061 (<https://store.astm.org>). The photometric quantity to be measured shall be coefficient of retro reflected luminance (R_L) and shall be expressed as millicandelas per square foot per foot-candle [$(\text{mcd} \cdot \text{ft}^{-2}) \cdot \text{fc}^{-1}$]. The metric equivalent shall be expressed as millicandelas per square meter per lux [$(\text{mcd} \cdot \text{m}^{-2}) \cdot \text{lx}^{-1}$]. The test distance shall be 100 feet (30 m).

A. Expected Initial Average Reflectance

	<u>White</u>	<u>Yellow</u>
Entrance Angle-	88.76°	88.76°
Observation Angle-	1.05°	1.05°
Retro reflected Luminance*-	300	250
$R_L (\text{mcd} \cdot \text{ft}^{-2}) \cdot \text{fc}^{-1}$		

*These retro reflectance values are based on dark room photometric readings per ASTM D4061.

Note: The test instrument shall use an Entrance Angle of 88.76° and Observation Angle of 1.05° which represent a simulated driver viewing geometry at a 30-meter distance.

3.7. Beads

The size, quality and refractive index of the glass beads shall be such that the performance requirements for the markings shall be met. The bead adhesion shall be such that beads are not easily removed when the material surface is scratched.

3.8. Acid Resistances

The beads shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7cc of concentrated acid into 1000cc of distilled water. **CAUTION: Always add the concentrated acid into the water, not the reverse.** The test shall be performed as follows:

- A. Take a 1-inch x 2-inch sample, adhere it to the bottom of a glass tray and place just enough acid solution to completely immerse the sample. Cover the tray with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. Then decant the acid solution (do not rinse, touch or otherwise disturb the bead surfaces) and dry the sample while adhered to the glass tray in a 150° F. (66° C.) oven for approximately 15 minutes.
- B. Microscopic examination (20X) shall show no more than 15% of the beads having a formation of a very distinct opaque white (corroded) layer on their entire surface.

3.9. Color

The preformed markings shall consist of white and yellow films with pigments selected and blended to conform to standard highway colors. The color “fastness” of the material shall remain consistent for both white and yellow material. Color variance within a single order will be unacceptable. Color variation of material between different shipments should be minimal and shall match as closely as the industry manufacturing standards will allow. Inconsistent color matching of material will be cause for return of the related material lot for replacement and or cancellation of contract.

3.10. Skid Resistance

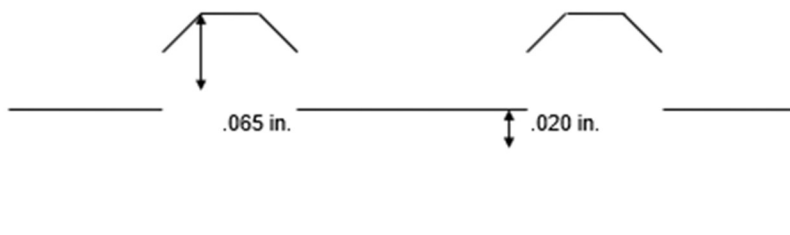
The patterned surface of the retroreflective pliant polymer shall provide an initial average skid resistance value of at least 45 BPN when tested according to ASTM E303 (<https://store.astm.org>) except values shall be taken in one direction and then at a 45° angle from that direction. These two values shall then be averaged to find the skid resistance of the patterned surface.

3.11. Patch Ability

The pavement marking material shall be capable of use for patching worn areas of the same type in accordance with manufacturer’s instructions.

3.12. Thickness

The patterned material without adhesive shall have a minimum caliper of 0.065 inch (1.651mm) at the thickest portion of the patterned cross-section and a minimum caliper of 0.02 inch (.508mm) at the thinnest portion of the cross-section.



3.13. Adhesive

The material shall be manufactured with a pre-coated pressure sensitive adhesive of sufficient quality to adhere and bond to asphalt, cement, concrete, and/or Portland cement concrete. The

adhesive shall be applied to all materials in a consistent manner. Material that has not been pre-coated or which has voids or missing adhesive will be unacceptable. Failure of this type will be cause for return of the related material lot for replacement and or cancellation of contract.

3.14. Safety Data Sheets (SDS)

Vendor shall provide Safety Data Sheets for each product.

3.15. Sample Images

Sample image of Bicycle Detector Symbol



Sample image of 15' Arrow



4. Standard Terms and Conditions

4.1. 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 Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

“A.R.S.” Arizona Revised Statute

“Buyer” or “Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

“Chief Procurement Officer” The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

“City” The City of Phoenix, the Lead Entity, acting in cooperation with RFxPremier.

“Contractor” The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

“Contract” or “Master Agreement” The legal Master Agreement executed between the City of Phoenix, AZ and the Contractor.

“Days” Means calendar days unless otherwise specified.

“Eligible Entity” means all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, public Institutions of Higher Education, public K-12 schools, tribes, or public agencies owning public-use airports.

“Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer” Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“RFxPremier” is a division of the Procurement Professionals Alliance (“PPA”). RFxPremier facilitates administration of the PPA cooperative group contracting consortium for the benefit of states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. RFxPremier is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead Entity.

“Participating Addendum” means a bilateral Master Agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

“Participating Entity” means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

“Purchasing Entity” means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller” A seller of goods or services.

4.2. City’s Vendor Self-Registration and Notification

Vendors must be registered in the City’s Procurement Portal at <https://procurement.opengov.com/portal/phoenix> to respond to solicitations and access procurement information.

Vendors must also be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> prior to contract execution.

The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

4.3. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

4.4. Contract Interpretation

- A. **Applicable Law:** This Master Agreement will be governed by the law of the State of Arizona, and suits pertaining to this Master Agreement will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
1. A Participating Entity's Participating Addendum ("PA");
 2. A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 3. Master Agreement Special terms and conditions, including the RFXPremier Terms and Conditions
 4. Master Agreement Standard terms and conditions
 5. Amendments
 6. Statement or scope of work
 7. Specifications
 8. Attachments
 9. Exhibits
 10. Instructions to Contractors
 11. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Master Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture Master Agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the Master Agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

- E. **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.
- F. **Parol Evidence:** This Master Agreement is intended by the parties as a final expression of their Master Agreement and is intended also as a complete and exclusive statement of the terms of this Master Agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4.5. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the Purchasing Entity for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality Master Agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this Master Agreement entered into by supplier/lessee.
- C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended,

Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Master Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action 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 Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action 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 Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Master Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
 3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Master Agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when

performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **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.
- J. **Electronic Signatures:** Electronic signatures are valid under Arizona law. Either or all parties may execute this Agreement by scanned or electronic signature, and any such scanned or electronic signature shall be deemed an original, valid, and binding signature if issued with proper signature authority.

4.6. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the Purchasing Entity for the payment of goods or services received. The Purchasing Entity will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **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.
- C. **Late Submission of Claim by Contractor:** The Purchasing Entity will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

- D. **Discounts:** If applicable, 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.
- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- G. **Maximum Prices:** The Purchasing Entity will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the Purchasing Entity of such price reductions.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.7. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the Lead Entity and Purchasing Entities. The Lead Entity and Purchasing Entities reserves the right to obtain like goods or services from another source when necessary.

4.8. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the Purchasing Entity until the Purchasing Entity actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the Purchasing Entity. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- D. **Loss of Materials:** The Purchasing Entity 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 Purchasing Entity.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the Purchasing Entity facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The Purchasing Entity's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Purchasing Entity's authorized representative, performance becomes unsatisfactory, the Purchasing Entity will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance,

unless a different amount of time is specified in the Master Agreement. In the event the unsatisfactory performance is not corrected within the time specified, the Purchasing Entity will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Master Agreement for default.

- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the Purchasing Entity at no cost to the Purchasing Entity. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the Purchasing Entity at Contractor's expense.

4.9. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the Master 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 Master Agreement and constitutes a total breach of the Master Agreement as a whole.
- C. **On Time Delivery:** Because the Purchasing Entity is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the Purchasing Entity 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 Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct

from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the Purchasing Entity and must be delivered to the Purchasing Entity at Purchasing Entity's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

4.10. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
 - 1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
 - 2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
 - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **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.

4.11. Notice

All notices, consents, approvals, and other communications ("Notice") between the City and Contractor that are required to be given under this Contract shall be in writing and given by (1) personal delivery, (2) email with return receipt requested (read receipt), (3) facsimile transmittal with delivery confirmation, (4) prepaid delivery to any commercial air courier or express delivery service, or (5) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the City shall be sent to: City of Phoenix Finance Department, Procurement Division 251 W. Washington Street, 8th Floor, Phoenix, AZ 85003 or Procurement@phoenix.gov.

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Submittal Forms - Offer Page.

4.12. Integration

This Master Agreement constitutes and embodies the full and complete understanding and Master Agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Master Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

4.13. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or

omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

4.14. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

4.15. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

4.16. No Israel Boycott

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

4.17. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use

of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.18. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Master Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Master Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

4.19. Release of Information - Advertising and Promotion

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

4.20. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4.21. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

4.22. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

- B. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

4.23. No Third-Party Beneficiaries

Except as expressly provided in this Contract, nothing contained herein creates or may be construed to create any right or privilege in any person or entity that is not a party to this Contract.

5. Special Terms and Conditions

5.1. Term of Contract

The term of this Contract will commence on or about January 1, 2026 and will continue for a period of five (5) years thereafter.

5.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the Purchasing Entity's specified location.

5.3. Price

All prices submitted shall be firm and fixed for the initial one-year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

5.4. Discounts from Published Catalogs / Price Lists

Contractor must indicate and provide with its submittal, if reasonable, the manufacturer's price list, or catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed 60 days in advance of any new price list or catalogs and the respective date(s).

Any terms and conditions contained in the parts price list(s) or catalog(s) will not take precedence over the City's terms and conditions specified herein.

- A. All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.
- B. Offers will be submitted based on a discount from a manufacturer's most recent Published Price List(s) or Catalog which is common to, and accepted by, the industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.

Revised Price Lists or Catalogs may be used as a means of price adjustment. However, all offers are to be firm for a period of one-year after the solicitation due date and pricing cannot be revised during that time. Revised pricing will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs. New pricing will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable

contract number. Contractor cover letter and pricing list(s) must be date, signed, and submitted to the Procurement Officer. One of revised price list will be required.

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

5.5. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the Purchasing Entity's purchase order number.

5.6. Method of Invoicing

Invoice must be emailed in .pdf format to the destination specified by the Lead Entity or Purchasing Entity and must include the following:

- Lead Entity or Purchasing Entity purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

5.7. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

5.8. Partial Payments

Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the Purchasing Entity.

5.9. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identity has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

5.10. Post Award Conference

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

5.11. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities, public agencies owning public-use airports, and government agencies in the State of Arizona as well as other states.

5.12. Delivery

All deliveries shall be made in accordance with the delivery hours and requirements specified by the Purchasing Entity. The contractor shall coordinate with each Purchasing Entity to confirm delivery times and any special instructions when an order is confirmed. Deliveries shall not be made on holidays observed by the Purchasing Entity unless otherwise agreed upon in writing.

Vendor must provide notification of delivery 24 hours prior to arrival.

Upon receiving a purchase order, the vendor shall deliver within 30 days after receipt of order, unless otherwise agreed upon in writing.

5.13. Documentation

- A. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.
- B. **FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.
- C. **DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- D. **SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

5.14. Industry Standards

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" if used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if, in the opinion of the City's authorized Department representative, the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify the City prior to the offer opening due date.

5.15. Inspection and Acceptance

Each product delivered shall be subject to complete inspection by the Purchasing Entity prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor's responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.

5.16. Product Discontinuance

The City may award contracts for products and/or models of equipment because of this solicitation. If a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and will provide the following:

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

- The Chief Procurement Officer will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

6. Defense and Indemnification

6.1. Standard General Defense and Indemnification

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the Purchasing Entity and its officers, officials (elected or appointed), agents, and employees ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnatee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnatee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnatee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

7. Insurance Requirements

7.1. Vendor's Insurance

Vendor must procure insurance against claims that may arise from or relate to performance of the work hereunder by Vendor and its agents, representatives, employees and sub-Vendors. Vendor must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees or subcontractors and Vendor may purchase additional insurance as they determine necessary.

7.2. Scope and Limits of Insurance

Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

7.3. Commercial General Liability – Occurrence Form

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

The Vendor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.4. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Vendor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov.

7.5. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

7.6. Verification of Coverage

Vendor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7.7. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

8. RFxPremier Terms and Conditions

8.1. Participating Addenda

Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead Entity and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

8.2. Participants and Scope

Eligibility for Participation. Any Eligible Entity may utilize this Master Agreement as a Participating Entity or Purchasing Entity.

Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

Applicability of Master Agreement. RFxPremier Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section 9.3. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

Eligibility for a Participating Addendum or Order. All eligible entities may sign their own Participating Addendum or Order. In all instances, the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead Entity, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer

permitted by this subsection must be consistent with license rights granted for use of intellectual property.

Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead Entity has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead Entity prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

No Representations. The Contractor shall not make any representations of RFXPremier, the Lead Entity, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

8.3. RFXPremier Provisions

Applicability. RFXPremier is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of RFXPremier as a third-party beneficiary of this Master Agreement.

Administrative Fees

RFXPremier Fee. Contractor shall pay to RFXPremier, or its assignee, a RFXPremier Administrative Fee of one percent (1% or 0.01) no later than sixty (30) days following the end of each calendar quarter. The RFXPremier Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The RFXPremier Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead Entity's solicitation.

Entity Imposed Fees. Some Participating Entities may require an additional fee be paid by Contractor directly to the entity on purchases made on that entities Participating Addendum. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the Participating Entity, Contractor may not adjust the Master Agreement pricing to include the entity's fee for purchases made by Purchasing Entities on the Participating Addendum. No such Master Agreement will affect the RFXPremier Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.

RFXPremier Summary and Detailed Usage Reports

Sales Data Reporting. In accordance with this section, Contractor shall report to RFXPremier all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or

individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by RFXPremier with reasonable notice to Contractor and without amendment to this Master Agreement. RFXPremier shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by RFXPremier, report Summary Sales Data to RFXPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by RFXPremier, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by RFXPremier, report Detailed Sales Data to RFXPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by RFXPremier. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

Sales Data Crosswalks. Upon request by RFXPremier, Contractor shall provide to RFXPremier tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by RFXPremier. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by RFXPremier with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with RFXPremier to keep Crosswalks updated as Contractor's customer lists and product catalog change.

Executive Summary. Contractor shall, upon request by RFXPremier, provide RFXPremier with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. RFXPremier and Contractor will determine the format and content of the executive summary.

8.4. RFXPremier Cooperative Program Marketing, Training, and Performance Review

Staff Education. Contractor shall work cooperatively with RFXPremier personnel. Contractor shall present plans to RFXPremier for the education of Contractor's contract administrator(s) and

sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of RFXPremier procurements, the Master Agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

Onboarding Plan. Upon request by RFXPremier, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the Master Agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead Entity and RFXPremier, which may at the discretion of the Lead Entity be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

Use of RFXPremier Logo. The RFXPremier and PPA logos may not be used by Contractor in sales and marketing until a separate logo use Master Agreement is executed with PPA.

Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead Entity and RFXPremier of any contractual most-favored-customer provisions in third-party contracts or Master Agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead Entity or RFXPremier, Contractor shall provide a copy of any such provisions.

8.5. RFXPremier eMarketPlace

The RFXPremier cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from RFXPremier's cooperative Master Agreements. This eMarketPlace is provided by PPA at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a RFXPremier Master Agreement.

Contractor shall cooperate in good faith with PPA, and any third party acting as an agent on behalf of PPA, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the PPA eMarketPlace, per the Implementation Timeline as further described below.

Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the PPA award. Products and/or services not authorized through the resulting PPA cooperative contract should not be viewable by RFXPremier eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by RFXPremier eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

Contractor agrees that PPA controls which Master Agreements appear in the eMarketPlace and that PPA may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

Lead Entity reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead Entity and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

PPA Participating Entities may have their own procurement system, separate from the PPA eMarketPlace, that enables the use of certain PPA Master Agreements. In the event one of these entities elects to use this RFxPremier Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and PPA to implement the catalog.

In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

Implementation Timeline: Following the execution of Contractor's Master Agreement, PPA will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with PPA to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

Contractor's PPA eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

PPA will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to PPA, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead Entity under this Master Agreement are reflected in the eMarketPlace.

Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor

shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

eQuoting. PPA will work with Contractor to set up participation and use to provide eQuotes through the PPA eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

A Lead Entity contract identification number for this Master Agreement;

Detailed product line item descriptions;

Pictures illustrating products, services, or solutions where practicable; and

Any additional PPA, Lead Entity, or Participating Addendum requirements.

8.6. Canadian Participation.

Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

8.7. Additional Master Agreement with PPA.

Upon request by RFXPremier, awarded Contractor shall enter into a direct contractual relationship with PPA related to Contractor's obligations to RFXPremier under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

8.8. Pricing, Payment & Leasing

Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

All prices and rates must be guaranteed for the initial term of the Master Agreement.

Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least [Enter the Number of Days] days prior to the effective date.

Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead Entity.

No retroactive adjustments to prices or rates will be allowed.

Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

8.9. Ordering

Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon entity funds for that purpose being appropriated, budgeted, and otherwise made available.

Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.

Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order Master Agreement.

Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

The services or supplies being delivered;

A shipping address and other delivery requirements, if any;

A billing address;

Purchasing Entity contact information;

Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by Master Agreement of the Purchasing Entity and Contractor;

A not-to-exceed total for the products or services being ordered; and

The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

8.10. Participating Entities.

Contractor shall provide to Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating Entity.

8.11. Confidentiality, Non-Disclosure, and Injunctive Relief.

Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

Injunctive Relief. Contractor acknowledges that Contractor's breach of [Section 9.11](#) would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

RFxPremier. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to RFxPremier's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead Entity, a Participating Entity, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead Entity of the identity of any entity seeking access to the Confidential Information described in this subsection.

Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead Entity's public information laws.

Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead Entity in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead Entity reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

8.12. No Waiver of Sovereign Immunity.

In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead Entity, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity,

governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to RFxPremier, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

9. Submittals

9.1. Submission of Offer

Please do not lock the files with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

Please submit offers electronically through the City's Procurement Portal. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

9.2. Additional Quantities

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

9.3. Catalogs and Price Lists

Contractor must provide with its submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. City's Finance Procurement Division must be informed 60 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City's terms and conditions specified herein. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

9.4. Discount from Published Price List

Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Price List(s). Such Published Price List(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, all offers are to be firm for a period of one year after the solicitation opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised Published Price(s) will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract Master Agreement number. Contractor cover letter and pricing list(s) must be dated, signed, and submitted to the Procurement Officer. One of revised price list will be required.

[3M COMPANY] RESPONSE DOCUMENT REPORT
IFB No. IFB-26-0037
Pavement Marking Tape

Line Item	Description	Color	SKU/Product Code	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Tape, 4" x 30 Yards, Reflective Cold	Yellow	7000055625	1	Roll	\$105.00	\$105.00	
2	Tape, 4" x 30 Yards, Reflective Cold	White	7100038739	1	Roll	\$105.00	\$105.00	
3	Tape, 6" x 30 Yards, Reflective Cold	White	7010343837	1	Roll	\$157.50	\$157.50	
4	Tape, 10" x 30 Yards, Reflective Cold	Yellow	7100013431	1	Roll	\$262.50	\$262.50	
5	Tape, 10" x 30 Yards, Reflective Cold	White	7100013662	1	Roll	\$262.50	\$262.50	
6	Tape, 12" x 12", Reflective Cold	White	7100013662	1	SF	\$3.50	\$3.50	
7	Tape, 12" x 12", Reflective Cold	Yellow	7100013431	1	SF	\$3.50	\$3.50	
8	Tape, 12" x 12", Reflective Cold, Lined	White	7100012050	1	SF	\$3.85	\$3.85	
9	Tape, 12" x 12", Reflective Cold, Lined	Yellow	7100113175	1	SF	\$3.85	\$3.85	
10	Tape, 12" x 12", Removable Wet Reflective	White	7100332775	1	SF	\$3.29	\$3.29	
11	Tape, 12" x 12", Removable Wet Reflective	Yellow	7100332776	1	SF	\$3.29	\$3.29	
12	Tape, 12" x 30 Yards, Reflective Cold	Yellow	7010317876	1	Roll	\$315.00	\$315.00	
13	Tape, 12" x 30 Yards, Reflective Cold	White	7010390333	1	Roll	\$315.00	\$315.00	
14	Tape, 16" x 25 Yards, Reflective Cold	White	7100227830	1	Roll	\$350.00	\$350.00	
15	Tape, 16" x 30 Yards, Reflective Cold	White	7000129502	1	Roll	\$420.00	\$420.00	
16	Tape, 4" x 120 Yards, Removable Wet Reflective, Lined	Yellow	7100349596	1	Roll	\$434.28	\$434.28	
17	Tape, 6" x 120 Yards, Removable Wet Reflective, Lined	White	7100349595	1	Roll	\$651.42	\$651.42	
18	Tape, 10" x 40 Yards, Removable Wet Reflective, Lined	Yellow	7100349596	1	Roll	\$361.90	\$361.90	
19	Tape, 10" x 40 Yards, Removable Wet Reflective, Lined	White	7100349595	1	Roll	\$361.90	\$361.90	

[3M COMPANY] RESPONSE DOCUMENT REPORT
 IFB No. IFB-26-0037
 Pavement Marking Tape

Line Item	Description	Color	SKU/Product Code	Quantity	Unit of Measure	Unit Cost	Total	No Bid
TOTAL							\$4,123.28	

SYMBOL/LEGEND

Line Item	Description	Color	SKU/Product Code	Quantity	Unit of Measure	Unit Cost	Total	No Bid
20	SCHOOL Legend 8' High Letters, Removable Wet Reflective, Lined	White	7100332777	1	EA	\$189.82	\$189.82	
21	SCHOOL Legend 8' High Letters, Reflective Cold	White	7010343807	1	EA	\$264.74	\$264.74	
22	AHEAD Legend 8' High Letters, Reflective Cold	White	7010343808	1	EA	\$217.68	\$217.68	
23	ONLY Legend, 8' High, Reflective Cold	White	7010390170	1	EA	\$129.43	\$129.43	
24	STOP, Legend, 8' High, Reflective Cold	White	7010302718	1	EA	\$161.79	\$161.79	
25	XING, Legend, 8' High, Reflective Cold	White	7010390137	1	EA	\$170.61	\$170.61	
26	YIELD, Legend, 8' High, Reflective Cold	White	7010389131	1	EA	\$218.38	\$218.38	
27	BIKE, Legend, 4' High, Reflective Cold	White	7010317827	1	EA	\$85.31	\$85.31	
28	RR Crossing Symbol (2 Individual R's) 6', White, Reflective Cold, Lined	White	7010390136	1	PKG	\$301.51	\$301.51	
29	RR Crossing Package (2 R's 72" / 1 Roll 16"x42")	White	7010316688	1	PKG	\$321.99	\$321.99	
30	RR Crossing Package (2 R's 78 3/4" / 1 Roll 16"x42")	White	7010317827	1	PKG	\$354.19	\$354.19	
31	K8 Bike Symbol 8', Removable Wet Reflective, Lined	White	7100332777	1	PKG	\$84.62	\$84.62	
32	Sharrow 8', Removable Wet Reflective, Lined	White	7100332777	1	PKG	\$82.29	\$82.29	
33	Bicycle Symbol 4', White, Reflective Cold, Lined	White	7010390138	1	PKG	\$77.22	\$77.22	
34	Right Bicycle Symbol 6', White, Reflective Cold, Lined	White	7010390540	1	PKG	\$63.69	\$63.69	

[3M COMPANY] RESPONSE DOCUMENT REPORT
IFB No. IFB-26-0037
Pavement Marking Tape

Line Item	Description	Color	SKU/Product Code	Quantity	Unit of Measure	Unit Cost	Total	No Bid
35	Left Bicycle Symbol 6', White, Reflective Cold, Lined	White	7010345204	1	PKG	\$63.69	\$63.69	
36	Bicycle Sharrow Symbol, 112" x 40", White, Reflective Cold, Lined	White	7100138241	1	PKG	\$114.29	\$114.29	
37	Bicycle Lane Symbol, 40" x 72", White, Reflective Cold, Lined	White	7010344182	1	PKG	\$107.44	\$107.44	
38	Straight Arrow Bicycle 6', White, Reflective Cold, Lined	White	7010316689	1	PKG	\$37.51	\$37.51	
39	Handicap Symbol, 4', White, Reflective Cold, Lined	White	7010296715	1	EA	\$79.03	\$79.03	
40	Bicycle Detector Symbol 4', White, Reflective Cold, Lined	White	7100074878	1	EA	\$42.55	\$42.55	
41	Bicycle Rider Symbol 8', White, Reflective Cold, Lined	White	7100074878	1	EA	\$117.53	\$117.53	
42	Left Curve Arrow 8', White, Reflective Cold	White	7100192274	1	BX	\$88.24	\$88.24	
43	Left Curve Arrow 8' x 73", White, Removable Wet Reflective, Lined	White	7100333979	1	PG	\$63.27	\$63.27	
44	Right Curve Arrow 8', White, Reflective Cold	White	7100192266	1	BX	\$88.24	\$88.24	
45	Right Curve Arrow 8' x 73", White, Removable Wet Reflective, Lined	White	7100334125	1	PG	\$63.27	\$63.27	
46	Left U Turn Arrow 14', White Refelctive Cold, Lined	White	7100074878	1	EA	\$353.17	\$353.17	
47	Straight Arrow Symbol 6', White, Reflective Cold, Lined	White	7010316689	1	EA	\$37.51	\$37.51	
48	Straight Arrow 6', White, Removable Wet Reflective, Lined	White	7100332777	1	EA	\$26.89	\$26.89	
49	Straight Arrow Symbol 8', White, Reflective Cold, Lined	White	7100074878	1	EA	\$49.88	\$49.88	
50	Straight Arrow 8', White, Removable Wet Reflective, Lined	White	7100332777	1	EA	\$63.27	\$63.27	
51	Straight Arrow Symbol 15', White, Reflective Cold, Lined. Point of Arrow to Base is 15', Width of Neck is 10", Tip to Tip of Base of Arrow is 6', and Tip of Base to Tip of Arrow is 7'.	White	7100074878	1	EA	\$182.37	\$182.37	
52	Straight Arrow 115.2" x 38.4", White, Reflective Cold	White	7100192265	1	PG	\$69.49	\$69.49	

[3M COMPANY] RESPONSE DOCUMENT REPORT
 IFB No. IFB-26-0037
 Pavement Marking Tape

Line Item	Description	Color	SKU/Product Code	Quantity	Unit of Measure	Unit Cost	Total	No Bid
53	Bike Rider Arrow 4', White, Reflective Cold, Lined	White	7100074878	1	PG	\$77.22	\$77.22	
54	Elongated Left Arrow 145" x 31", White, Reflective Cold, Lined	White	7100074878	1	PG	\$151.98	\$151.98	
55	Straight Arrow 115.2", White, Removable Wet Reflective, Lined	White	7100334012	1	PG	\$49.83	\$49.83	
56	Lane Drop Right Arrow 216" x 62", White, Reflective Cold, Lined	White	7010390173	1	EA	\$486.33	\$486.33	
57	Lane Drop Left Arrow 216" x 62", White, Reflective Cold, Lined	White	7010344980	1	EA	\$486.33	\$486.33	
58	Raised Pavement Marker, White, One Way Reflective, 4" x 4"	White	7000030805	1	EA	\$0.88	\$0.88	
59	Raised Pavement Marker, Yellow, Two Way Reflective, 4" x 4"	Yellow	7100005986	1	EA	\$0.88	\$0.88	
60	Raised Pavement Marker, Red, Two Way Reflective 4" x 4"	Red	7000055607	1	EA	\$1.12	\$1.12	
61	Raised Pavement Marker, Blue, Two Way Reflective 4" x 4"	Blue	7000055480	1	EA	\$1.12	\$1.12	
62	Raised Pavement Marker, Green, Two Way Reflective 4" x 4"	Green	7000055481	1	EA	\$1.12	\$1.12	
63	Roundabout Double Arrow with Dot, White Double Arrow 12'-9'	White	7100074878	1	EA	\$486.33	\$486.33	
TOTAL							\$6,114.05	

SURFACE PREPARATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
64	Adhesive, 5 Gallon Bucket	1	Bucket	\$164.29	\$164.29	
TOTAL					\$164.29	

DISCOUNT FROM PUBLISHED CATALOGS

Line Item	Description	Manufacturer	Unit of Measure	Discount Percentage	No Bid
65	Discount from Published Catalogs	3M	EA	28%	
66	Discount from Published Catalogs	3M	EA	28%	
67	Discount from Published Catalogs	3M	EA	28%	
68	Discount from Published Catalogs	3M	EA	28%	
69	Discount from Published Catalogs	3M	EA	28%	

YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided pavement marking tape and consumables
listed in this solicitation for a period of 10+ year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company:	<u>City of Glendale, Arizona</u>
Name of Contact:	<u>Jennifer Gray</u>
Email Address:	<u>jgray@glendaleaz.com</u>
Phone Number:	<u>623-930-2866</u>

Name of Company:	<u>Maricopa County</u>
Name of Contact:	<u>Anna Le</u>
Email Address:	<u>anna.le@maricopa.gov</u>
Phone Number:	<u>602-506-8715</u>

Name of Company:	<u>State of Arizona, Department of Transportation</u>
Name of Contact:	<u>Megan Walker</u>
Email Address:	<u>mwalker2@azdot.gov</u>
Phone Number:	<u>602-712-8407</u>

CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name: IFB-26-0037 Pavement Marking Tape

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

--

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

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

- ☐ Subcontractors may be retained, but not known as of the time of this submission.
- ☐ List of subcontracts, including the name of the owner(s) and business name:

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6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

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7. Disclosure of Conflict of Interest:**A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34?

"An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award."

☒ I am not aware of any conflict(s) of interest under City Code Section 43-34.

☐ I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

☒ I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.

☐ I am aware of the following conflict(s) of interest:

8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- ☒ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- ☒ This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

- ☒ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

Maria Paraschou

Senior Proposal & Contract Manager

PRINT NAME

TITLE

Maria Paraschou

9/8/25

SIGNATURE

DATE

3M Company

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

OFFER

(please complete, sign, and return with the submittal)

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 a solicitation.

Arizona Sales Tax No. 07095330
Use Tax License No. for Out-of-State _____
Arizona Corporation Commission File No. 41-0417775

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

Enter City's Self-Registration System ID Number

Located at City's procurePHX website (see City's Vendor Self-Registration and Notification).

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Maria Paraschou 9/08/25
Authorized Signature Date

Maria Paraschou, Sr. Proposal & Contract Mgr 3M Company
Print Name and Title Offeror Legal Name
(President, Manager, Member)

Street Address: 3M Center, Building 223-3N-30
City, State, Zip Code: St. Paul, MN 55144-1000
Telephone Number: 800-553-1380
Email Address: 3msupport.tsdcsl.us@mmm.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 164392--0. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX

A Municipal Corporation
Ed Zuercher, City Manager



Director or delegate: Melinda Holguin
Title: Assistant Finance Director
Department: Finance Department

Attest:



City Clerk

this 01 day of December 2025

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



3M Company
Attn: Catherine Zaske
3M Center - CB&TD, Building 223-3N-30
St. Paul, MN 55144-1000

RE: IFB 26-0037 Pavement Marking Tape
Acknowledgement of Post Solicitation Additions/Modifications

- A. The Parties acknowledge that the following term has been added to the agreement post solicitation and will be known as Subsection 5.17 Polyfluoroalkyl Substance Manufacturing of Section 5 Special Terms and Conditions of the agreement.

5.17 Polyfluoroalkyl Substance Manufacturing

The Parties acknowledge Contractor has announced it intends to exit per- and polyfluoroalkyl substance (PFAS) manufacturing by the end of 2025 and work to discontinue the use of PFAS across its product portfolio by the end of 2025. The Parties further acknowledge that the following products sold under this Agreement utilizes PFAS ("PFAS-Related Product").

CBTD Product	Chemical Descriptor	CAS #	Purpose (OECD Chemical Function)	Concentration	Current Transition Strategy	Est Initial Product Availability
3M™ Stamark™ All Weather Removable Tape 710IR Series	Polyoxytrifluoro(trifluoromethyl)-1,2-ethanediyl, alpha.-(1-carboxy-1,2,2,2-tetrafluoroethyl)-omega-tetrafluoro(trifluoromethyl)ethoxy-	51798-33-5	F076 - Surfactant (surface active agent)	0.0004149% - 0.000477%	Reformulate	Q4 2025
3M™ Stamark™ Pavement Marking Tape A270ES Series	1-Butanesulfonamide, 1,1,2,2,3,3,4,4,4-nonafluoro-N-(2-hydroxyethyl)-N-methyl-	34454-97-2	F076 - Surfactant (surface active agent)	0-0.0000009%	Reformulate	Q4 2025
	1-Butanesulfonamide, 1,1,2,2,3,3,4,4,4-nonafluoro-N-methyl-	68298-12-4	F076 - Surfactant (surface active agent)	0-0.0000009%		
	2-[methyl[(nonafluorobutyl)sulphonyl]amino]ethyl methacrylate	67584-59-2	F076 - Surfactant (surface active agent)	0-0.00000018%		
3M™ Stamark™ Pavement Marking Tape A271ES Series	1-Butanesulfonamide, 1,1,2,2,3,3,4,4,4-nonafluoro-N-(2-hydroxyethyl)-N-methyl-	34454-97-2	F076 - Surfactant (surface active agent)	0-0.0000009%	Reformulate	Q4 2025
	1-Butanesulfonamide, 1,1,2,2,3,3,4,4,4-nonafluoro-N-methyl-	68298-12-4	F076 - Surfactant (surface active agent)	0-0.0000009%		
	2-[methyl[(nonafluorobutyl)sulphonyl]amino]ethyl methacrylate	67584-59-2	F076 - Surfactant (surface active agent)	0-0.00000018%		
			active agent)			
	Benzamide, 3,3'-[[2-chloro-5-methyl-1,4-phenylene]bis[imino(1-acetyl-2-oxo-2,1-ethanediyl)-2,1-diazenediyl]]bis[4-chloro-N-[2-(4-chlorophenoxy)-5-(trifluoromethyl)phenyl]-	79953-85-8	F051 - Pigment	0.0628%-6993%		



As this Agreement's underlying Term extends beyond December 31, 2025, and/or any renewal or extension option of the Agreement has the potential to extend the Agreement beyond December 31, 2025, the Parties acknowledge and agree Contractor shall substitute the PFAS-Related Product(s) with Products that meet or exceed all specifications in the Agreement and that are not a PFAS-Related Product (alternate products), with the timing of such alternate product delivered within 30 days after receipt of order, unless otherwise agreed upon in writing. See also Sections 5.12 Delivery, and 5.16 Product Discontinuance.


B. 8.4 RFxPremier Cooperative Program Marketing, Training, and Performance Review, Onboarding Plan.

There is no requirement to publish the contract or promote the RFxPremier logo on the Contractor's website.

C. Section 4.6 Costs and Payments, Subsection G. Maximum Prices, is removed.

"City"

City of Phoenix,
A municipal corporation
Ed Zuercher, City Manager

By: 
Melinda Holguin
Assistant Finance Director

"Contractor"

3M Company

Contractor acknowledges receipt of, and agreement with, the amendment. A signed copy must be returned to the Finance Department, Central Procurement.

By: Maria Paraschou
Maria Paraschou (Oct 3, 2025 11:47:33 CDT)
Name: Maria Paraschou
Title: Senior Proposal & Contract Manager
Date: 10/03/2025