

REQUEST FOR PROPOSALS

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **FD 20-057**

Solicitation Title: **FIRE APPARATUS MAINTENANCE & REPAIR SERVICES**

Release Date: **May 6, 2020**

Advertisement Dates: **May 6, and May 13, 2020 – SW Valley Republic
May 7, 2020 – Arizona Republic**

NON-MANDATORY
Pre-Submittal Conference: **May 14, 2020, 1:00 p.m.** (local time, Phoenix, Arizona)

Teleconference Call-in Instructions: Please see conference Meeting Details at <https://vendorregistry.com/>

Final Date for Inquiries: **May 18, 2020**
Correspondence must be submitted through Vendor Registry. Website address: <https://vendorregistry.com/>

Proposal Due Date and Time: **May 28, 2020
5:00 p.m.** (local time, Phoenix, Arizona)

Vendor Proposals must be submitted through Vendor Registry, only. Vendors must view or download all attached forms prior to submitting Proposals.

Website address: <https://vendorregistry.com/>

Shortlist Announced for Oral Interviews: **June 11, 2020**

Oral Interviews (if necessary): **June 18, 2020**

Anticipated Agreement Start Date: **July 1, 2020**

RFP Administrator: **Loretta Browning lbrowning@avondaleaz.gov
623-333-2029**

* **In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.**

** **The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

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PART I. RFP PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The intent of this Request for Proposal (RFP) is to obtain the services of a qualified Contractor, to perform inspections, preventative maintenance and repairs to City-owned fire apparatus. Services rendered by the Contractor shall take place at either the City worksite where the apparatus is assigned or at the Contractor's service facility. The Contractor shall be able to perform inspections, preventative maintenance and repairs as specified in this RFP to all City-owned fire apparatus, as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B and incorporated herein by reference. In accordance with the City's Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City may consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one PDF copy** of the Proposal as an attachment to the City's Vendor Registry website. Failure to adhere to the submittal criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The Proposal shall be a maximum of **20** pages to address the Proposal criteria (excluding cover letter, resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an

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11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of proposals. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being determined non-responsive. Each Proposal shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.
- (2) Vendor Information Form, with **original ink signature**.
- (3) References.
- (4) Project Schedule, if required.
- (5) Resumes, Licenses and Certifications (if required).
- (6) Fee Proposal, with an **original ink signature**, and the same number of copies as described in Part I, Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.
- (7) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Sealed Submittals. All Proposals must be submitted electronically at the following website address: <https://vendorregistry.com/> and shall be attached to the corresponding solicitation project and clearly marked with the RFP number and title, **(FD 20-057) FIRE APPARATUS MAINTENANCE & REPAIR SERVICES**. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly labeled or identified.

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F. Address. All Proposals shall be submitted electronically at the following website address: <https://vendorregistry.com/>. Proposals must be received by the Proposal Due Date and Time indicated on the cover page of this RFP. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

1.3 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed only to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, via e-mail or at website address: <https://vendorregistry.com/> by the date indicated on the cover page of this RFP. Any questions or clarification correspondence related to the RFP shall refer to the title and number, page and paragraph. Any Consultant found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFP Administrator through Vendor Registry at the website address: <https://vendorregistry.com/>. Verbal or telephone inquiries **will not be answered** and Consultants attempting to do so will be directed to submit written inquiries. The RFP Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at <https://www.avondalez.gov/procurement> and website address:

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<https://vendorregistry.com/> The RFP Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Consultant's Proposal non-responsive. Consultants are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City may issue a written amendment or addendum to this RFP. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFP. Any change to the RFP shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum may result in the Proposal being rejected as non-responsive. It shall be the Consultant's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be posted on the City's procurement website at www.avondalez.gov/procurement and website address: <https://vendorregistry.com/>.

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the City Manager, or authorized designee, makes a written determination. The City Manager, or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

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1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. The Vendor shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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 City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All inquiries must be addressed to the City's RFP Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

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A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.13 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Professional Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

PART II. PROPOSAL FORMAT; SCORING

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2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information – 5 pts.

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(a) Provide a detailed description and location of your repair facilities and mobile service equipment.

(b) List the specific hours of operations for each facility.

(4) Provide a general description of the Vendor's organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

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(6) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form, with an **original ink signature** (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor - 20 pts.

(1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to maintenance of fire apparatus, including Pierce and KME fire apparatus; ability to conduct mobile pump testing, and the ability to meet or exceed all requirements. Additionally, an Authorized Allison Rebuild facility is preferable.

(2) Provide proof that the Vendor has been in business for at least three years performing the requested services.

(3) Provide a detailed description of any additional experience Vendor has in providing repair services, related to fire apparatus refurbishment and repair services. Discuss whether Vendor has a program to exchange or sell the City's apparatus/equipment and apply the proceeds toward the purchase of new apparatus/equipment or as a credit toward the refurbishment/repair cost.

C. References - 5 pts

(1) Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the RFP Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references may result in the Proposal being considered non-responsive.

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(2) The RFP Administrator may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

D. Key Positions - 15 pts.

(1) Identify each key personnel member that will render services to the City including title and relevant experience required. Vendor shall assign a customer service manager, have at a minimum two (2) full-time Certified Emergency Vehicle Technicians on staff, and sufficient personnel with a valid CDL to drive fire apparatus.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the City.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor. Describe the work to be performed and their qualifications.

(4) Attach a resume of each proposed key personnel member containing their experience with fire apparatus service and maintenance, including Pierce and KME fire apparatus. Include certifications and a copy of a valid Commercial Driver's License ("CDL") for personnel who will drive fire apparatus. Résumés must be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

E. Project Approach - 35 pts.

(1) Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

(a) Describe the Vendor's overall quality of the maintenance and repair program offered and include warranty length and coverage, mobile services available and the Vendor's strategy to ensure it will honor response times as required by City.

(b) An estimated schedule on how each piece of fire apparatus listed in Exhibit B, Attachment One will be maintained per the scope of services.

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(c) The Vendor's service truck operation and approach to providing emergency call response for priority repairs, as described in the Scope of Work attached hereto as Exhibit B.

(2) Provide a statement that all products and services in proposal are in full accord with the specifications and/or a specific list of all those specification sections with which the Proposer takes exception. For any exception taken, including an explanation pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

(3) Sample copies of the service documentation the Vendor will use to inspect, maintain, repair and test City apparatus. Sample documentation will not count toward the Proposal page limit.

(4) Descriptive Literature - Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Proposer/product information with regard to issues addressed in other areas of the Proposer's proposal.

(5) Describe any alternate approach that would best suit the needs of the City. Include rationale for any alternate approach and indicate how the Vendor will ensure that all efforts are coordinated with the City's representatives.

F. Project Schedule - 5 pts.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate how each piece of fire apparatus listed in Exhibit B. **Attachment One** will be maintained per the scope of services and the Vendor's ability to meet the designated maintenance schedule and milestones and as listed below. All Services of the successful Vendor must be prioritized and placed on a written schedule within 60 days after the Notice to Proceed has been issued by City. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates:

- (1) Contract Award Date
- (2) Notice to Proceed Date
- (3) Proposed Kick-Off Meeting
- (4) Fleet Maintenance Plan Due Date

G. Pricing - 15 pts.

Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(C)(6) as a separate, pdf. document enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Professional Services

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Agreement. The Fee Proposal shall list the individual cost for each of the program expenses and shall be provided in a spreadsheet format to enable the City staff to determine (1) total labor hours, (2) key team member(s) proposed for each task and sub-task and (3) number of management, technical, and support personnel hours proposed for the project. The hourly rate, name of the team member and staff classification shall be included in the spreadsheet. Identify all other costs to be billed to the project, including project expenses (no mark-up on expenses will be allowed) and subcontractor fees.

Total Possible Points for Proposal: 100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview	
20	Experience and Qualifications of the Vendor
40	Key Positions
<u>40</u>	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFP: 200

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PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO. _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2020, between the City of Avondale, an Arizona municipal corporation (the “City”) and _____, a(n) _____ (the “Consultant”).

RECITALS

A. The City issued a Request for Proposals, **FD 20-057 “FIRE APPARATUS MAINTENANCE & REPAIR SERVICES”** (the “RFP”), a copy of which is on file in the City’s Finance Office and incorporated herein by reference, seeking proposals from vendors for _____ (the “Services”).

B. The Consultant responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2021 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager’s signature thereon, which approval may be withheld by the City for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the

“Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed the value of the Purchase Orders issued under this contract, in accordance with the budget adopted by the City Council, for each fiscal year of this contract at the unit rates set forth in the in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from,

nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such

notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules,

regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the

City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Loretta Browning, Senior Buyer

 City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Michael Wawro, City Attorney

If to Consultant: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

“Consultant”

_____,
a(n) _____

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Consultant's Proposal]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See following page(s).

SCOPE OF WORK

FIRE APPARATUS MAINTENANCE & REPAIR SERVICES

FD 20-057

1. **Introduction.** The City of Avondale ("City") maintains a fleet of fire apparatus to meet its commitment to provide fire protection services to the community. The City is seeking qualified vendors specializing in the maintenance of fire apparatus to provide maintenance and repair services.

2. **Purpose.** The intent of the City of Avondale is to obtain the services of a qualified Contractor, with a relatively accessible facility located within the Maricopa County boundaries, to perform inspections, preventative maintenance and repairs to City-owned fire apparatus. Services rendered by the Contractor shall take place at either the City worksite where the apparatus is assigned or at the Contractor's service facility. The Contractor shall be able to perform inspections, preventative maintenance and repairs as specified in this Scope of Work ("Services") to all City-owned fire apparatus.

3. **Minimum Qualifications.** Contractors must demonstrate that they have the resources and capability to provide the materials and services as described herein. The following criteria shall be met in order to be eligible for this Contract:

A. The Contractor shall have been in business for a minimum of three (3) years performing the requested services.

B. The Contractor's service facility must be located within Maricopa County and preferably is located no more than fifty (50) miles from Station 172, located at 1825 North 107th Avenue, Avondale, AZ 85323.

C. The Contractor shall have an assigned customer service manager, at a minimum two (2) full-time Certified Emergency Vehicle Technicians on staff, and sufficient personnel with a valid CDL to drive fire apparatus.

D. The vendor must be capable and have sufficient personnel and equipment to provide emergency call response for priority repairs as specified in this Scope of Work.

E. For all work tasks covered in this RFP, the Contractor shall employ technicians who are qualified to perform the specific diagnostic check, maintenance or repair task, or performance tests specified in National Fire Protection Association Standard (NFPA) 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. The assigned technician(s) must possess the following minimum qualifications, as appropriate:

- (1) Any person performing diagnostic checks, maintenance or repair of fire apparatus shall meet the qualifications administered by the Emergency Vehicle Technician Certification Commission, Inc. (EVT) for Fire Apparatus Technician - Level 2 or higher and hold current certification. This qualification is required for both in station and on-site mobile service.

- (3) Any person performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or EVT (Fire Apparatus) certification.
- (4) Any person performing maintenance, repair, or performance testing of fire pumps, industrial supply pumps, or any component of the apparatus that is used in pump operations shall have current EVT (Fire Apparatus) Level 2 or Master Level 3 certification.
- (5) Any person performing maintenance, repair, or performance testing (excluding nondestructive testing) of fire apparatus aerial devices, or any component of the apparatus that is used in aerial device operations shall have current Master Level 3 certification as EVT (Fire Apparatus).
- (6) Any person performing nondestructive testing (NDT) required on fire apparatus aerial devices shall be certified as at least a Level II NDT Technician in the test method used, as specified in American Society for Nondestructive Testing, Inc. (NSNT) Standard CP-189, Standard for Qualification and Certification of Nondestructive Testing Personnel, current edition.

4. General Scope of Services.

A. General. The Contractor shall furnish all necessary supervision, labor, tools, parts and equipment required to perform inspections, maintenance, repairs and testing of fire apparatus. All services performed by the Contractor shall meet the National Fire Protection Association Standard (NFPA) 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, current edition. All services provided by the Contractor shall be consistent with industry best practices; meet all applicable federal, state and local standards and follow all manufacturers' recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

B. Facilities and Work Sites. The Contractor shall perform services, including inspection, maintenance, testing and repair, at the City worksite where the apparatus is located or at the Contractor's service facility. The Contractor shall work with the City Representative to determine the most suitable location where services will be performed. If the apparatus/vehicle is to be serviced at the Contractor's service facility, it shall be the responsibility of the Contractor to arrange for pick-up and delivery. The current list of fire apparatus is attached as Exhibit B. Attachment One. No apparatus shall be taken from a City worksite without prior approval from the City Representative.

The Contractor warrants that its facility complies with all applicable local, state and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

C. Fire Apparatus Security. The Contractor is responsible for the security of any apparatus in its custody. The Contractor's custody includes any on-site work activity at a City facility by the Contractor; the Contractor's transport of any apparatus to the Contractor's place of business or other off-site facility; the return transport of the apparatus to its assigned location; and any period that the unit is located at the Contractor's place of business or other off-site facility. The Contractor is responsible for all costs associated with correcting damage attributable to the Contractor while the unit is in the Contractor's custody. While in the Contractor's custody, apparatus shall be stored in a secured location.

D. Contractor's Service Truck. The Contractor shall have a service truck operation sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment and parts sufficient to support the spot repair of fire apparatus. The technicians operating the trucks should be certified as required by the Contract, and capable of making repair and logistic decisions in road call and on-site repair call situations.

5. Maintenance Scheduling and Completion.

A. Scheduling. The Contractor shall notify the City Representative when apparatus is due for regularly scheduled inspection, maintenance, or testing. The City Representative shall then contact the Contractor to schedule apparatus due for service. The location at which services will be performed shall be determined between the City Representative and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a City worksite, the Contractor shall provide the City Representative with the time at which the Contractor's service personnel will arrive to begin the service and an approximate time in which the service will be completed. If services will be performed at the Contractor's facility, the Contractor shall be responsible for pick-up and return of the apparatus. If services will be performed at the Contractor's facility, the apparatus shall be picked up no later than 0800 hours on the day that the service has been scheduled. For scheduled routine service, the City Representative shall provide the Contractor with a list of non-priority repairs that need attention in addition to the scheduled service at least forty-eight (48) hours prior to the scheduled service.

B. Notifications and Communication. Upon arrival at a City worksite, the Contractor shall check in with the on-duty supervisor and provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Contractor shall check out with the on-duty supervisor and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). In the event that the on-duty supervisor is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). Apparatus shall be secured prior the Contractor leaving the site.

C. Inspection and Maintenance Completion. The Contractor is responsible for the timely inspection and maintenance of fire apparatus, and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs (see definitions below), it is the

expectation of the City that the Contractor will have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete inspection and maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the City's apparatus. The City's performance standards for completing various work activities are as follows:

- (1) "Service Schedule A" (Preventative Maintenance): See Exhibit B. Attachment Two. Preventative maintenance listed on Service Schedule A is to be performed twice per year. If performed on-site, services shall be completed within eight (8) hours. If performed at the Contractor's facility, services shall be completed within three (3) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the City Representative immediately.
- (2) "Service Schedule B" (Testing and Preventative Maintenance): See Exhibit B. Attachment Two. Testing and preventative maintenance listed on Service Schedule B is to be performed twice per year, approximately ninety (90) days after Schedule A maintenance is completed. This work shall be performed at the Contractor's facility unless prior arrangements are made with the City Representative or designee. The services shall be completed within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the City Representative immediately.
- (3) "Annual Performance and Certification Testing": See below. Testing listed as Annual Performance and Certification Testing is to be performed once per year, in conjunction with either Service Schedule A or B maintenance. This work shall be performed at the Contractor's facility unless prior arrangements are made with the City Representative. The services shall be completed in concurrently with either Service Schedule A or B maintenance within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the City Representative immediately.
- (4) "Priority Repairs": If priority/emergency repairs are performed on-site, the contractor shall be on site within two (2) hours and services shall be completed within eight (8) hours. If priority/emergency repairs are performed at the Contractor's facility, the contractor shall pick up the vehicle within three (2) hours and services shall be completed within two (2) business days. If additional time is needed for repairs the Contractor shall notify the City Representative or the designated representative immediately. Priority/emergency repairs shall be determined following NFPA 1911 out of service criteria and industry standards.
- (5) "Non-Priority Repairs": Non-priority repairs shall be resolved within seven (7) business days upon notification to the Contractor. The City Representative shall determine non-priority repair criteria following NFPA 1911 out-of-service criteria and industry standards. The Contractor and the City Representative will determine where these types of repairs will be performed. If additional time is needed for repairs the Contractor shall notify City Representative immediately.

D. Rescheduling. City fire apparatus may be unavailable for inspection or maintenance (due to emergency usage requirements) despite proper pre-notification and scheduling by the Contractor. In that event, the Contractor is asked to reschedule the unit for inspection or maintenance; the new date and time should not exceed five (5) business days from the originally scheduled date and time. The revised schedule shall be confirmed with the City Representative. The Contractor may invoice the City for a rescheduling fee only if the service had been properly scheduled and Contractor's technician had responded to the City's facility for the service only to find the apparatus was unavailable due to an emergency operational requirement.

6. Level of Service to be Provided.

The following establishes the level of services to be provided by the Contractor. The Contractor shall work with the City to determine the level of inspection and preventative maintenance and the required service interval for each piece of fire apparatus that the City operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1911, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards. The Contractor shall also provide:

A. Service Schedule A. See **Exhibit B. Attachment Two.** Includes inspection and preventative maintenance that be required for all apparatus components and systems.

B. Service Schedule B. See **Exhibit B. Attachment Two.** Includes inspection and preventative maintenance that may be required for all apparatus components and systems.

C. Annual Performance and Certification Testing. Includes:

- (1) Road Tests and Weight Verification (NFPA 1911, Chapter 16).
- (2) Performance Testing of Low Voltage Electrical Systems (NFPA 1911, Chapter 17).
- (3) Performance Testing of Fire Pumps (NFPA 1911, Chapter 18).
- (4) Performance Testing of Aerial Devices (NFPA 1911, Chapter 19).
- (5) Performance Testing of Foam Proportioning Systems (NFPA 1911, Chapter 20).
- (6) Performance Testing of Compressed Air Foam Systems (NFPA 1911, Chapter 21).
- (7) Performance Testing of Line Voltage Electrical Systems (NFPA 1911, Chapter 22).
- (8) Performance Testing of Breathing Air Compressor Systems (NFPA 1911, Chapter 23).
- (9) Arizona Emissions Testing.

D. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out-of-service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours.

E. Non-Priority Repairs. Non-Priority repair status indicates the apparatus has a deficiency that needs to be corrected, however does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out-of-service status. Non-Priority Repairs will be handled by the Contractor during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the City Representative.

F. Inspections Handled by the City. Inspection, preventative maintenance, repairs and testing required for loose equipment (i.e., nozzles, hose, ground ladders, etc.) will be handled by the City and will not be the responsibility of the Contractor.

G. Documentation. Anytime services are completed on City apparatus, the results, findings and actions taken shall be documented by the Contractor in a professional format. This documentation shall demonstrate that the Contractor's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

- (1) Date services were performed;
- (2) City Work Order Number;
- (3) Name of the technician that performed the services;
- (4) Location where services were performed;
- (5) Unit Designation;
- (6) City Vehicle Number;
- (7) Apparatus Manufacturer;
- (8) Apparatus Make;
- (9) Apparatus Model;
- (10) Manufacturer Job Number or Serial Number;
- (11) Odometer Reading In;
- (12) Odometer Reading Out;
- (13) Vehicle Identification Number (VIN); and
- (14) Engine Hours.

7. Vehicle Maintenance and Repair

A. General. The Contractor shall perform scheduled preventive, recurring maintenance, repair and replacements for the fire apparatus included in this Contract as directed by the City Representative. All maintenance activities for this equipment shall comply with the manufacturer's recommendations including warranties. Maintenance intervals shall comply with the manufacturer's recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance as approved by the City Representative.

B. Inspection and Preventative Maintenance Service. The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil and

transmission fluid and coolant. Fluid samples shall be taken at each oil change interval and tested at a laboratory acceptable to the City.

C. Recurring Maintenance. Recurring maintenance is the act of servicing a fire apparatus or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

D. Repair and Replacement. Repair is the work necessary to restore a fire apparatus or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts and supplies shall be used on repairs and replacements required on equipment included in this Contract unless approved by the City Representative.

E. Assembly. The Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts.

F. Repair Approvals. The Contractor shall have specific pre-approval from the City Representative prior to completing repairs. In obtaining approval, the Contractor shall advise the on-duty City Representative of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without pre-approval will be at the expense of the Contractor.

G. Modifications. No modifications may be made by the Contractor to any component, system or piece of equipment maintained unless, and until, specific written authorization is provided by the City Representative. A written cost estimate for is required prior to consideration of the modification.

H. Apparatus or Equipment Damage. No accident damage may be repaired until the Contractor receives authorization from the City Representative. Any damage noted by the Contractor during an inspection shall be immediately reported to City Representative. The email or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair. The Contractor is responsible for all costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

I. Repair Facilities. If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Contractor is responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport

to the operational location of the equipment. The proposed repair facility shall be acceptable to the City Representative. A written cost estimate for is required prior to approval by the City Representative.

J. City Inspections. The Contractor shall advise the City Representative upon completion of repairs or replacements on any fire apparatus. Notification of completion shall be delivered promptly to facilitate making the apparatus available for use. The City Representative will perform a quality control acceptance inspection of all equipment repairs or replacements. No equipment shall be returned to an in-service status, or work order placed in a "FINISHED" status until the City Representative has accepted the work as complete.

8. Emergency Call Response for Priority Repairs.

A. General. A call for Priority Repair Service indicates that the apparatus has been placed in an out-of-service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Contractor to evaluate the situation, decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

B. Emergency Contact. The Contractor shall have personnel accessible by phone or pager and available twenty-four (24) hours per day, seven (7) days per week to receive requests for emergency repair requirements. The Contractor shall provide either a single point of contact or a call-out list of no more than three points of contact. The Contractor is required to respond to the requestor within thirty (30) minutes of the initial message. At that time, the Contractor will provide the requestor with an estimated on-scene response time. The on-scene response time shall not exceed two (2) hours for both road-side repair service requests and break-down requests for equipment at a City facility.

C. Non-Response. In an emergency situation, if the Contractor does not respond within thirty (30) minutes of the initial request or if on-scene response time exceeds two (2) hours, the City has the right to contact another vendor that is available and can provide the services needed. Any increase in cost to the City as a result of the failure of the Contractor to respond within thirty (30) minutes or to provide on-scene response within two (2) hours shall be credited to City. The City will reduce any outstanding Contractor invoices by the amount of the credit.

D. Towing Service. The City does not have existing agreement in place for towing services. In the event that towing services are needed, the Contractor may be asked to provide or coordinate service to tow fire apparatus.

9. Parts.

A. Parts Inventory. The Contractor shall maintain reasonable inventory levels at its facility to assure timely repair of the City's fire apparatus. The Contractor-supplied inventory shall remain the property of the Contractor upon completion of the Contract term.

B. Tires. The City may have contractual agreements in place for the purchase of tires. The Contractor is responsible for replacement of tires, using tires supplied by the City if available. The Contractor will work with the City to determine the most economical method for tire replacement. The Contractor is to recommend when tire replacement is necessary.

C. Contractor Furnished Parts. The Contractor shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

- (1) Part Number;
- (2) Part Description; and
- (3) Unit Price of Part.

D. Core Accounting. The Contractor is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the City. If the Contractor's parts supplier denies a core charge, the Contractor may provide documentation verifying that denial, and a copy of the work order and an invoice requesting reimbursement for that denied cost.

10. Warranties.

A. Warranty Repairs. The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Contractor shall notify the City Representative when a warranty repair is required and work with the City to determine the best course of action. The City Representative will determine if the Contractor is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Contractor fails to acknowledge a warranty repair and/or notify the City Representative prior to proceeding with the repair, the Contractor shall be responsible for the labor and parts associated with the repair. The Contractor shall track all warranty work; work orders, including parts and labor expended for warranty work performed on equipment and components. Credit memos will not be accepted by the City in lieu of making the required repair(s) to correct a warranty problem.

B. Contractor Repair Warranty. The Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Contractor in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding \$2,000 for a single task.

C. Original Equipment Manufacturer (OEM) Warranty. If the Contractor is a dealer or distributor of the part or component being repaired or replaced, the Contractor will, at no cost to the City, recapture the warranty from the OEM. If that repair or part had been charged to the City, the Contractor will credit that cost to the City account. This will be accomplished by adjusting the warranty work order with the applicable credit code. The City will reduce any outstanding Contractor invoices by the amount of the credit. If the Contractor is not a distributor,

warranty recovery of any parts or labor costs is the responsibility of the Contractor. This includes recapturing any costs to the Contractor from the warranting entity.

D. Warranty Claims. The Contractor shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Contractor shall be responsible for pursuing claims that have been denied, at the direction of City Representative.

E. Monthly Warranty Cost Reporting. No later than the second business day of each month, the Contractor shall report the total value of all repairs and parts covered under warranty during the preceding month. The report shall consist of the total dollar value and copies of the work orders generated for warranty recovery. The report shall be provided to the City Representative.

11. Work Documentation.

A. Vehicle Record Files. The Contractor shall establish and maintain an individual folder for each piece of fire apparatus and ambulance being serviced in this Contract. The folders will be available for review by the City during normal business hours. The folders are to be numbered with the unit identification number and be filed numerically. All information pertaining to that unit will be included in the folder, including, but not limited to:

- (1) Maintenance Requests;
- (2) Work Orders and other Maintenance Actions;
- (3) Safety Recalls;
- (4) Completed Inspection Checklists; and
- (5) All Records for Auxiliary Equipment on the Base Unit

B. Ownership of Maintenance Information. The City shall own all information related to activity that occurs as part of the Contract. At the completion of the Contract term, all data, records, complete vehicle folders and other information developed and maintained by the Contractor during the Contract term remain the property of the City and shall be transferred to the City on the Contract completion date.

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ATTACHMENT ONE – CURRENT FLEET

Unit	City ID Number	Approx. Miles	Approx. Hours	VIN	Engine	Trans	Pump/compressor/ Generator/tanks
2001 Pierce Quantum Engine	1388	127,151	UNK	4P1CT02E31A001742	Cummins ISM 320 HP	Allison MD 3060	Waterous 1500gpm 1000 gal water tank 25 Class A gal foam tank
2005 Pierce Quantum Engine	3171	16,906	1710	4P1CU01H955A005583	Detroit Model 60	Allison EVS 4000	Waterous 1250gpm 500 gal water tank 30 gal foam tank
2005 Pierce Quantum Engine	3172	7,368	680	4P1CU01H55A005600	Detroit Model 60	Allison EVS 4000	Waterous 1250gpm 500 gal water tank 30 gal foam tank
2005 Pierce Quantum Engine	3173	33,663	2824	4P1CU01H85A005624	Detroit Model 60	Allison EVS 4000	Waterous 1250gpm 500 gal water tank 30 gal foam tank
2007 Pierce Quantum Heavy Rescue/Squad	5172	31,510	4536	4P1CU01H67A007889	Detroit Model 60	Allison Gen IV w/ retarder	Winco 25kW Single phase generator
2007 Pierce Quantum 105 Mid-Mount Ladder	4172	93,442	8914	4P1CU01H6A008042	Detroit Model 60	Allison Gen IR Retarder EVS 4000 PR	Waterous 2000gpm 250 gal water tank
2014 KME Utility Light and Air Truck	6172	56,882	1192	1K9AF4289EN058753	Cummins ISL 400 HP	Allison 3000 EVS	Bauer Breathing Air Compressor, Generator
2014 KME Ridge	5174	36,687	1832	1HTWEAZR1EJ496577	MAX Force	Allison 3000 EVS P	Waterous CXVPA-150 1500GPM

Unit	City ID Number	Approx. Miles	Approx. Hours	VIN	Engine	Trans	Pump/compressor/ Generator/tanks
Runner Type 3 Pumper					EPA10 330 HP		
2015 KME Predator MFD 10" RR Engine	2171	57,175	6027	1K9AF4S89F N058009	Cummins ISL 9 450 HP	Allison 3000 EVS P	Waterous CXVX 1250GPM Single Stage Model 12500
2015 KME Predator MFD 10" RR Engine	2172	73,146	6567	1K9AF4285F N058010	Cummins ISL 9 450 HP	Allison 3000 EVS P	Waterous CXVX 1250GPM Single Stage Model 12500
2015 KME Predator MFD 10" RR Engine	2174	44,613	4337	1K9AF4S86G N058129	Cummins ISL 9 450 HP	Allison 3000 EVS P	Waterous CXVX 1250GPM Single Stage Model 12500

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ATTACHMENT TWO – MAINTENANCE AND SERVICE CHECKLIST

Inspect, check operation, replace, add, lubricate and/or adjust per manufacturer’s recommendations. Inspection and maintenance procedures for aerial devices shall follow manufacturer’s recommendations based on hours of service and/or time intervals.

The Tables below shall be used as a minimum for preventative maintenance inspections.

Preventative Maintenance – “Service Schedule A”

Service Schedule A shall be performed two (2) times per year or at 200 engine hours, (whichever comes first).

Preventative Maintenance – “Service Schedule B”

Service Schedule B shall be performed two (2) times per year or at 100 engine hours, (whichever comes first) approximately 90 days after the Schedule A maintenance is completed.

The City Representative or designee may elect to modify the Schedules based on vehicle engine hours or miles between service intervals, as deemed necessary.

Fluids and Filters

Task	Check	Service Schedule	Completion Date
Lubricate Chassis		A/B	
Engine Oil Filer		A/B	
Engine Oil		A/B	
Engine Oil Analysis		A/B	
Fuel Filter		A/B	
Fuel Filter (2nd)		A/B	
Air Filter		A/B	
Fuel/Water Separator		A/B	
Automatic Lubrication System		A/B	
Air Compressor Filter		A	
Air Dryer Cartridge		A	
Coolant Filter		A/B	
Transmission Filter		A	
Transmission Fluid		A	
Pump Transmission Fluid		A	
Power Steering Filter		A	
Power Steering Fluid		A	
Front Differential Fluid		A	
Front Tandem Filter		A	
Front Tandem Fluid		A	
Rear Tandem Fluid		A	

Engine & Cooling Systems

Task	Check	Service Schedule	Completion Date
Oil Level and Condition		A/B	
Engine Oil Sample			
Oil Leaks		A/B	
Coolant Level		A/B	
Anti-freeze Protection		A/B	
Coolant Additive Level		A/B	
Pressure Test Cooling System		A	
Fuel System Leaks		A/B	
Fuel System Plumbing Condition		A/B	
Power Steering Fluid Level		A/B	
Power Steering Pump & Plumbing		A/B	
Coolant Hose Condition & Leaks		A/B	
Water Pump		A/B	
Alternator Mounting Brackets		A/B	
Alternator Connections		A/B	
Perform Charging System Analysis		A	
Auxiliary Cooler Connections		A/B	
Charging System Output		A/B	
Perform Charging System Analysis		A	
Auxiliary Cooler Connections		A/B	
Battery Condition & Hold Downs		A/B	
Battery Cables & Clamps		A/B	
Clean Battery Terminals & Cable Ends		A	
Battery Fluid Level		A/B	
Battery Terminal Voltage		A/B	
Isolate & Load Test Each Battery		A	
Chassis Grounds and Connections		A/B	
Starter Motor Cable Condition		A/B	
Starter Motor Operation		A/B	
Fan Mounting Bolts & Adjustment		A/B	
Fan Shroud Clearance & Condition		A/B	
Fan Clutch or Shutters Operation		A/B	
Air Filter Element Condition		A/B	
Air Intake Tubes and Hoses		A/B	
All Belts Condition & Adjustment		A/B	
Motor Mount Condition		A/B	
Check Radiator Cap Pressure		A/B	
After-Cooler or Intercooler Tube and Hoses		A/B	
Motor Mount Condition		A/B	
Check Radiator Cap Pressure		A/B	

Chassis -- Steering Components

Task	Check	Service Schedule	Completion Date
Steering Linkage & Tie Rods		A/B	
Steering Box Mounting		A/B	
Steering System Plumbing Leaks		A/B	

Chassis -- Tire/Wheels

Task	Check	Service Schedule	Completion Date
Tire & Wheel Conditions		A/B	
Lug Nuts for Torque		A/B	
Tire Tread Depth		A/B	
Tire Pressure		A/B	
Rotate Tires		A	

Chassis -- Driveline

Task	Check	Service Schedule	Completion Date
Driveline U-Joints & Yokes		A/B	
Driveline Carrier Bearings		A/B	
Differential Oil Level & Leaks		A/B	

Chassis -- Brakes

Task	Check	Service Schedule	Completion Date
Brake Condition		A/B	
Brake Adjustment & Operation		A/B	
Air Brake Valves and Tanks		A/B	
Lubricate Brake Pedal Pivot Pin		A	
Drain Air Tanks & Check Air Dryer		A/B	
Air Brake Lines & Chambers		A/B	
Air Brake Leaks & Buildup		A/B	
Hydraulic Brake Leaks		A/B	
Hydraulic Brake Components		A/B	
Parking Brake Operation		A/B	

Chassis -- Transmission

Task	Check	Service Schedule	Completion Date
Transmission Mounting & Condition		A/B	
Transmission & Plumbing Leaks		A/B	
Transmission Lock-Up System		A/B	

Chassis -- Fuel

Task	Check	Service Schedule	Completion Date
Fuel Tank & Plumbing Leaks		A/B	
Fuel Tank Mounting		A/B	

Chassis -- Front Axle

Task	Check	Service Schedule	Completion Date
Front Spring & Shock Condition		A/B	
Front Wheel Bearings & King Pins		A/B	
Ball Joints		A/B	

Chassis -- Rear Axle

Task	Check	Service Schedule	Completion Date
Rear Spring Condition		A/B	
Rear Spring Torque Tubes & Shocks		A/B	
Axle Flanges & Cross Members		A/B	
Frame Rails & Cross Members		A/B	
Tie Rods & Ends		A/B	
Walking Beam		A/B	

Chassis -- Exhaust System

Task	Check	Service Schedule	Completion Date
Exhaust System & Muffler		A/B	

Cab & Body -- Cab

Task	Check	Service Schedule	Completion Date
Cab Mounting & Tilt Mechanism		A	
Cab Frame & Sheet Metal		A/B	
Cab Hoist Motor Solenoid Voltage Drop		A/B	
Door Mounting & Latches		A/B	
Cab Glass Condition		A/B	
Cab Seat Condition & Mounting		A/B	
Seat Belt Condition & Mounting		A/B	
Steering Wheel Mounting & Alignment		A/B	
Horn Operation		A/B	
Throttle Controls & Linkage		A/B	
Window Operation		A/B	
Transmission Shift Controls		A/B	
Windshield Wipers & Washer		A/B	
Mirror Condition, Mounting & Function		A/B	

Cab & Body -- Body

Task	Check	Service Schedule	Completion Date
Compartment Door Latches		A/B	
Compartment Door & Hinge Condition		A/B	
Body Compartment Condition		A/B	
Step & Auxiliary Equipment Condition		A/B	
Equipment/Ladder Rack Condition/Operation		A/B	
Grab Handles		A/B	
Compartment Seal Condition		A/B	

Cab & Body -- Electrical

Task	Check	Service Schedule	Completion Date
Headlights, Low/High Beams		A/B	
Parking and Clearance Lights		A/B	
Tail & Stop Lights		A/B	
Back-Up Lights & Alarm		A/B	
Turn Signal & Hazard Operation		A/B	
Cab Scene Lighting		A/B	
Cab Emergency Warning Lights		A/B	
Body Emergency Warning Lights		A/B	
Body Scene Lighting		A/B	
Step Lighting		A/B	
Compartment Lighting		A/B	
Audible Warning Devices & Mounting		A/B	
Do Not Move Indicator Light		A/B	
Seat Belt Monitoring		A/B	

Climate Control Systems

Task	Check	Service Schedule	Completion Date
Check A/C Operation		A/B	
Check A/C Sight Glass		A/B	
Check A/C Hoses and Routing		A/B	
Check Compressor and Mounting		A/B	
Check for Leakage		A/B	
Heater & Defroster Operation		A/B	
Heater Valves		A/B	

Winch Systems

Task	Check	Service Schedule	Completion Date
Winch Mounting		A/B	
Winch Wire or Synthetic Rope		A/B	
Rollers and Guides		A/B	
Lubrication		A	
Power Supply Cable		A/B	
Remote Control Cable		A/B	
Attachment Points		A/B	

Road Operation

Task	Check	Service Schedule	Completion Date
Engine Oil Pressure		A/B	
Engine Coolant Temperature		A/B	
Tachometer Operation		A/B	
Transmission Shifting		A	
Brake Operation		A/B	
Drive Line Vibration		A/B	
Air Compressor Operation		A/B	
Air Compressor Governor Setting		A/B	
Speedometer Operation		A/B	
Shimmy or Front-End Noises		A/B	
Clutch Fan or Shutter Operation		A/B	
Engine Compression Brake		A/B	

Pump & Water Tank

Task	Check	Service Schedule	Completion Date
Pump Shift Indicator Lights		A/B	
Transmission Lock-Up System		A/B	
Pump Transmission Shift Cylinders or Motor		A/B	
Pump Transmission		A/B	
Pump Panel Tachometer & Engine Gauges		A/B	
Engine Speed Counter		A/B	
Pump Panel Electrical Switches & Panel Lights		A/B	
Master Gauges		A/B	
Discharge Gauges		A/B	
Water Tank Level Indicators		A/B	
Pump Plumbing		A/B	
Pressure Control Device Operation		A/B	
Transfer Valve Operation		A/B	
Intake Relief Valve Operation		A/B	
Primer Operation		A/B	

Task	Check	Service Schedule	Completion Date
Perform Dry Vacuum Test		A	
Primer Motor Solenoid		A/B	
Pump Packing		A/B	
Mechanical Pump Seal		A/B	
Discharge & Intake Valves		A/B	
Valves, Linkage, Remote Rods & Pivot Rods		A/B	
Drain Valves		A/B	
Tank to Pump Valve		A/B	
Tank Fill Valve		A/B	
Auxiliary Cooler		A/B	
Suction Strainer		A/B	
Pre-connect Valves & Plumbing		A/B	
Monitor Valve & Plumbing		A/B	
Front & Rear Suction Valves & Plumbing		A/B	
Auto-Lube Level & Fluid Condition		A/B	
Water Tank Mounting & Integrity		A/B	
Anodes in Tank & Pump		A	
Reel Motor Solenoid Voltage		A/B	
Primer Fluid		A/B	
Lubricate All Valves		A/B	
Lubricate Shift Motors		A/B	
Dump Valves, Switching & Chute Extensions		A/B	

Foam Proportioning System

Task	Check	Service Schedule	Completion Date
Instrumentation, Gauges, Controls		A/B	
Strainer or Filter		A/B	
Foam Concentrate Pump		A/B	
Lubricant Level & Condition		A/B	
Hydraulic Pump		A/B	
Hydraulic System		A/B	
Hydraulic Fluid Tank Mounting & Integrity		A/B	
Foam Concentrate Tank Mounting & Integrity		A/B	
Foam Eductor System, Metering & Check Valve		A/B	

Generator

Task	Check	Service Schedule	Completion Date
Engine Oil		A/B	
Oil Filter		A/B	
Air Filter		A/B	
Fuel Filter		A	
Hydraulic Oil		A	
Hydraulic Filter		A	
Hydraulic Pump Mounting		A/B	
Generator Frequency		A/B	
Generator Transfer Case Oil		A	
Generator Gearbox Oil		A	
Coolant		A	
Operation		A/B	
Remote Start Operation		A/B	

Aerial

Task	Check	Service Schedule	Completion Date
Hydraulic Tank		A/B	
Hydraulic Fluid Levels		A/B	
Hydraulic Fluid Sample		A/B	
Auxiliary Power Pump		A/B	
Lines & Hoses		A/B	
Hydraulic Filter		A/B	
Steam Clean & Lubricate		A	

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EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Fee Proposal]

See following page(s).

Fee Proposal

Provide a Pricing Sheet for Each Type of Apparatus Listed in Exhibit B. Attachment One

Price For Each Preventative Maintenance **Schedule A - Labor:** \$ _____

Price For Each Preventative Maintenance **Schedule A – Parts:** \$ _____

Price For Each Preventative Maintenance **Schedule B - Labor:** \$ _____

Price For Each Preventative Maintenance **Schedule B - Parts:** \$ _____

Annual Services and Performance Testing Pricing:

State Inspected Road Tests and Annual Weight Verification
Performance Test, per NFPA 1911: \$ _____

Performance Testing of Low Voltage Electrical Systems,
per NFPA 1911: \$ _____

Performance Testing of Fire Pumps, per NFPA 1911: \$ _____

Performance Testing of Aerial Devices, per NFPA 1911: \$ _____

Performance Testing of Foam Proportioning Systems,
per NFPA 1911: \$ _____

Performance Testing of Compressed Air Foam Systems,
per NFPA 1911: \$ _____

Performance Testing of Line Voltage Electrical Systems,
per NFPA 1911: \$ _____

Arizona Emissions Testing: \$ _____

Company Name: _____

Authorized Signature: _____ Date: _____

Fee Proposal

Additional Services

Item	Price
Repairs	
Hourly Rate	
Emergency/Priority Repairs During Normal Business Hours	
Emergency/Priority Repairs on Holidays and After Normal Business Hours *Specify when "after hours" time periods begin and end. *	
Non-Priority Repairs During Normal Business Hours Only	
Pick-Up and Delivery Service	
Fee	
Pick-Up and Delivery Rate, Round-Trip from City Worksites to Contractor's Facility	
Travel Time Rate, To and From City Worksites to Perform On-Site Services	
Rescheduling as Per Scope of Services	
Parts	
Percentage Discount	
All parts will be provided at invoice cost from vendor unless further discounted	

Include copies of catalogs, price lists, or website directly to online catalog or price sheet for % off list price for each Apparatus Type proposed on Price Sheet.

Company Name: _____

Authorized Signature: _____ Date: _____