

**CITY OF TOLLESON
INVITATION FOR BIDS (IFB)
FOR
MOBILE LIBRARY VEHICLE**

The City of Tolleson is issuing an Invitation for Bids (IFB-2020-25) seeking bids from vendors interested in providing a vehicle to be utilized as a mobile library vehicle. The vehicle purchased will allow for a flexible design to meet the needs of all ages and provide physical materials and technology equipment, as well as store programming supplies. The intent of this IFB is to encourage prospective proposals which clearly communicate an understanding of the Library's vehicle requirements for the services it seeks to provide.

The IFB documents related to this notice will be listed on and available for download from the City's website: www.tolleson.az.gov, under Doing Business in Tolleson – Bid Opportunities/Procurement. **IMPORTANT:** All interested parties should provide an email address to receive addendums to the Procurement Officer at bidquestions@tolleson.az.gov. If you download the IFB without registering, there will be no record that you are interested in this solicitation, and you will not be sent any addendums to this IFB.

Questions must be in writing by email directed to:

Kim Eckhoff, Library Director
kim.eckhoff@tolleson.az.gov

Submittals are due at Tolleson City Hall no later than 2:00 p.m. (local time, Phoenix, AZ) on Thursday, October 22, 2020. Late submittals will not be accepted. The City of Tolleson reserves the right to reject any and all submittals.

Published in the Arizona Business Gazette on Thursday,
October 8, 2020 and Thursday, October 15, 2020.

**CITY OF TOLLESON
INVITATION FOR BIDS FOR A MOBILE LIBRARY VEHICLE**

**INVITATION FOR BIDS
for
MOBILE LIBRARY VEHICLE
City of Tolleson
9555 West Van Buren Street
Tolleson, Arizona 85353**

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	IFB-2020-25
Solicitation Title:	MOBILE LIBRARY VEHICLE
Release Date:	October 8, 2020
Advertisement Dates:	October 8, 2020 – Arizona Business Gazette October 15, 2020 – Arizona Business Gazette
Pre-Submittal Conference (if necessary):	NONE
Final Date for Inquiries:	October 20, 2020
Proposal Due Date and Time:	October 22, 2020 2:00 p.m. (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews (if necessary):	TBD
Oral Interviews (if necessary):	NONE
Negotiation Period	October 22, 2020 through TBD
Target City Council Award Date:	TBD
Anticipated Agreement Start Date:	TBD
IFB Administrator:	Kim Eckhoff 623-474-4978 Kim.eckhoff@tolleson.az.gov

* 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 Tolleson reserves the right to amend the solicitation schedule as necessary.

**CITY OF TOLLESON
INVITATION FOR BIDS FOR A MOBILE LIBRARY VEHICLE**

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PART I. IFB PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Tolleson (the “City”) is issuing this Invitation for Bids (this “IFB”) seeking bids (“Bids” or “Proposals”) from qualified firms or agencies (“Vendors”) interested in providing a vehicle to be utilized as a mobile library vehicle, as more particularly described in the Scope of Work attached as Exhibit A, 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 IFB. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-Responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this IFB, 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 shall 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 (1) original** and **three (3) copies (four total submittals)** of the Proposal. In addition, interested parties must submit **one original copy** of the Proposal on USB Drive (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

C. Required Submittal. The Proposal shall be submitted behind the cover sheet beginning Exhibit C 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 shall be considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

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D. Vendor Responsibilities. All Vendors shall (1) examine the entire IFB, (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 considered. 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 shall be sealed and clearly marked with the IFB number and title, **IFB-2020-25 Mobile Library Vehicle**, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Pricing. The Vendor's Proposal shall contain pricing terms for the vehicle and a statement indicating which specifications in the Scope of Work can and cannot be met. Pricing shall be inclusive of all of the Services in the Scope of Work as described in Exhibit A.

G. Address. All Proposals shall be directed to the following address: City Procurement Office, 9555 West Van Buren Street, Tolleson, Arizona 85353, or hand-delivered to the City Procurement officer by the Proposal Due Date and Time indicated on the cover page of this IFB.

H. Discussions and Revisions. The City reserves the right to conduct discussions with Vendors, to accept revisions of proposals, and to negotiate price changes. During this discussion period, the City will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

I. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this IFB.

J. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) 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 IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

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1.4 Inquiries.

A. Written Inquiries. Any question related to the IFB, including any part of the Scope of Work, shall be directed to the IFB Administrator whose name appears on the cover page of this IFB. The Vendor may submit the question(s) to the IFB Administrator via e-mail. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Vendor shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time.

B. 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 IFB. This conference may be designated as mandatory or non-mandatory on the cover page of this IFB. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors 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 IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to this IFB. Oral statements or instructions will not constitute amendments or addenda to this IFB.

1.5 Addenda. Any addendum issued as a result of any change in this IFB shall become part of the IFB and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at:

City of Tolleson City Hall
9555 West Van Buren Street, Tolleson, Arizona 85353
City of Tolleson website: www.tolleson.az.gov

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, 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.

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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 IFB 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 Procurement Agent makes a written determination. The Procurement Agent 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 IFB Administrator shall inform the Vendor in writing of such determination.

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 Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships 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 contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Part I, Subsection 1.4 (Inquiries), above. 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.

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F. Purchasing Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Purchasing Agreement and other Exhibits.

1.12 Award of Agreement.

A. Selection.

The City shall award the agreement to the lowest 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 conformity to the criteria set forth in this IFB. 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 shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this IFB, 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 Purchase Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this IFB. If the City is unsuccessful in negotiating an Agreement with the lowest responsive Vendor, the City may then negotiate with the second, then third, lowest responsive 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 IFB, 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 IFB.

F. Protests. Any Vendor may protest this IFB, 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 IFB 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 Purchase Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Purchase Agreement is included herein.

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IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Purchasing 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: _____

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.

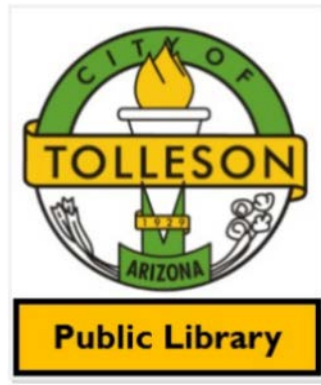
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EXHIBIT A
TO
CITY OF TOLLESON
INVITATION FOR BIDS
FOR A
MOBILE LIBRARY VEHICLE

[Scope of Work]

See following pages.

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**SCOPE OF WORK
INVITATION FOR BIDS
FOR A
MOBILE LIBRARY VEHICLE**

Tolleson Public Library, 9555 W Van Buren Street, Tolleson, AZ 85353

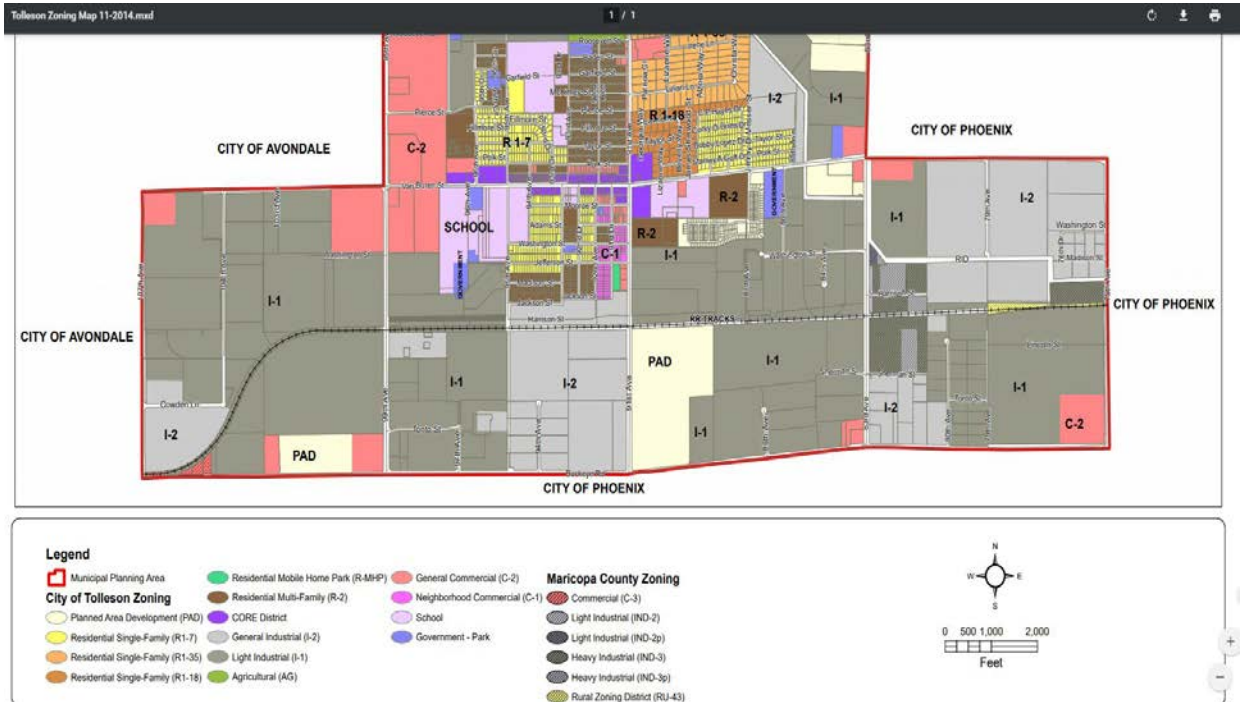
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PROJECT BACKGROUND

Tolleson Public Library (the “Library”) is a standalone library established in 1965 in Maricopa County to service the City of Tolleson. Services are offered through one facility at 9555 W Van Buren Street, Tolleson, AZ 85353. A new library is in the planning stages, along with a new City Hall, Community Center and Aquatic Center. The library system serves approximately 10,000 residents in the City of Tolleson. About half of Tolleson’s residents have a library card. The Library programming focuses on adults, teens, preschool and school age children.

TOLLESON PUBLIC LIBRARY SERVICE AREA



LIBRARY MISSION

The mission of the Tolleson Public Library is to advance knowledge and inspire lifelong learning by providing free and open access to materials and information in a safe, reliable environment to enrich, empower, and strengthen our society.

LIBRARY VISION

Tolleson Public Library: the vital information link for our close knit, progressive community.

OBJECTIVE OF THIS INVITATION FOR BIDS

The vehicle purchased will allow for a flexible design to meet the needs of all ages and provide physical materials and technology equipment, as well as store programming supplies. The vehicle will be driven throughout the City of Tolleson and make regular stops at schools, senior centers, community centers and outreach events. The vehicle should not require a special license or training to drive and be agile enough to navigate a varied and diverse landscape.

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Scope of Work

The following items outline the needed equipment, exterior, and purpose of the vehicle.

a. VEHICLE - PREFERRED EQUIPMENT

- i. Length and weight of vehicle will not require anything beyond a basic Class C Driver's License. The vehicle shall meet all applicable Federal Motor Vehicle Safety Standards and State requirements. The preferred vehicle is a 2019 or newer gas-powered vehicle with a regular cab chassis with a 16' X 84" X 96" exterior aluminum riveted body.
- ii. Backup camera in cab and reverse warning beeper.
- iii. Roll up door stops
 - i. Vehicle alarm
 - ii. 7000 Gas Onan generator plumbed to vehicle fuel tank with remote start and hour meter
 - iii. Master 110-volt panel
- iv. Interior walls and ceiling foam insulated minimum 1" R-7 value
- v. Walls and ceiling covered with ½" plywood
- vi. Floors covered with ½" plywood, plywood covered with sealed Lon coin Lon seal II fleck design
- vii. Exterior access book drop door
- viii. Two staff seats
- ix. Interior LED lighting three 22" fixtures on master light switch
- x. Minimum four dual 110-volt interior outlets and one exterior dual outlet
- xi. Bluetooth sound system
- xii. Air conditioning/heat throughout entire vehicle, to be run off an external generator. Proposed vehicle stops could be up to six hours at a time.
- xiii. Roof vent
- xiv. ADA accessible
- xv. Customized interior space, to include storage for program supplies, technology equipment and a minimal collection of books and other materials to lend to the public. Space will need to be available for the public to enter and access items on the vehicle
- xvi. Three rows of recessed floor track rear, center, front
- xvii. Allow for Wi-Fi access from the vehicle, with technology equipment specifications supplied by the Library. Space will need to be allocated for this supportive technology
- xviii. Multiple charging ports (internal and external) for program equipment and patron devices. Onboard laptops and iPads will need to be charged on the van when not in use
- xix. An external generator is needed to run the supplemental AC or other power supports
- xx. 30" side entry door with 30" X 72" door
- xxi. Additional rear entry step
- xxii. Commercial fabric on walls and ceiling
- xxiii. Staff work counters

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b. VEHICLE - EXTERIOR

- i. Custom, library-branded external vinyl wrap, full graphics
- ii. Exterior electric 15 awning
- iii. Axillary battery system
- iv. Height sticker
- v. Fire extinguisher
- vi. Emergency triangle kit
- vii. Front end alignment
- viii. As built wiring diagram
- ix. Bus door
- x. Rear windows
- xi. Exterior scene lighting
- xii. Solar panels to assist with electric charging requirements if possible
- xiii. 1600 lb. rail type platform on rear for book carts
- xiv. Exterior generator compartment
- xv. Exterior battery and electric storage
- xvi. Exterior passenger side storage box
- xvii. Exterior assist handle
- xviii. Two ceiling mount 13,500 BTU A/C systems with heat strips
- xix. Pass through window
- xx. Exterior TV cabinet to hold up to a 60" TV monitor
- xxi. One row of e-trac on each side of truck
- xxii. PA system
- xxiii. Additional exterior storage
- xxiv. Automatic leveling jacks
- xxv. 25' 50-amp shore cord with adapters
- xxvi. 45-amp power converter/charger
- xxvii. 50-amp automatic power transfer switch
- xxviii. 12-volt panel
- xxix. Owner's manuals with build items

c. VEHICLE - PURPOSE

- i. Vehicle will be in constant use (up to 7-days per week) and must withstand all weather and temperature conditions
- ii. Vehicle will be traversing City streets
- iii. Vehicle will access areas with no ready access to power or Internet access. The vehicle will provide both of these services, to multiple devices with differing needs
- iv. Staff will need access to the Internet to complete patron library transactions
- v. Vehicle will transport between 1000-1500 library materials on a regular basis
- vi. Patrons will access library materials or programs on the vehicle as well as off. The interior of the vehicle must be ADA accessible

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- vii. Staff will need storage for the following items. Storage cabinets are preferred to house technology, marketing materials, and program items:
 - a. Laptops/iPads
 - b. Table/chairs
 - c. At least two book carts
 - d. Storytime box kits
 - e. Library supplies – library cards, flyers, informational handouts
 - f. Approximately 1000-1500 books, DVDs, CDs, audiobooks, and other library materials

TENTATIVE SCHEDULE

October 20, 2020	Vehicle Vinyl Wrapping
November 1, 2020	Community Reveal
November 1, 2020 – June 1, 2021	Vehicle build
Fall 2021	Project complete/training for staff

QUESTIONS

Proposals may be submitted via email via email. Questions regarding this IFB should be sent via email directly to the Library’s contact person:

Kim Eckhoff
Email: kim.eckhoff@tolleson.az.gov

SUBMISSION OF PROPOSALS

The intent of this IFB is to encourage prospective proposals which clearly communicate an understanding of the Library’s vehicle requirements for the services it seeks to provide.

**CITY OF TOLLESON
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EXHIBIT B
TO
CITY OF TOLLESON
INVITATION FOR BIDS
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[Sample Purchasing Agreement]

See following page(s).

MOBILE LIBRARY VEHICLE PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated _____ is entered into by _____, (the "Seller"), and The City of Tolleson, an Arizona municipal corporation (the "City").

Recitals

A. The City issued an Invitation for Bids, _____, Mobile Library Vehicle (the "IFB"), a copy of which is on file in the City Clerk's Office and incorporated herein by reference, seeking proposals for supplying a vehicle to be used as a Mobile Library Vehicle.

B. The Seller was the lowest responsive and responsible bidder with a proposal most advantageous to the City (the "Proposal") in response to the IFB, attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Seller for the purchase of the vehicle. (the "Goods").

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 Seller hereby agree as follows:

1. Purchase and Delivery of Goods. The City agrees to purchase from Seller and Seller agrees to sell to City, free and clear of any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance, all of Seller's right, title, and interest in and to _____. Seller agrees to deliver Goods within fourteen days from receipt of payment.
2. Compensation. As consideration for the Purchased Goods, City agrees to pay Seller _____.
3. Representations Related to the Goods. Seller makes the following representations regarding the Goods to the City:
 - (a) Seller possesses good and marketable title to the Goods and is conveying them to City free and clear of all liens, security interests, and encumbrances.
 - (b) There is no litigation or claim of any nature whatsoever pending or threatened with regard to the Goods. Additionally, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such litigation or claim.
 - (c) Seller has full company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, have been duly authorized by all requisite company action on the part of Seller. The Agreement constitutes, and each

of the documents to be delivered hereunder when executed and delivered will constitute, a valid and legally binding obligation of Seller, enforceable against Seller in accordance with the respective terms and conditions.

- (d) All tax returns required to be filed by Seller have been properly filed on time and as provided by law.
- (e) Seller has operated the Goods in compliance with all applicable laws, regulations, policies, and guidelines of all federal, state, local, and foreign governmental authorities applicable Goods. The Seller has not received any notice alleging non-compliance of any of the aforementioned laws, regulations, policies, or guidelines, and neither has engaged in any illegal activity.
- (f) All Goods are in good condition, free from defects, adequate for the uses to which they are being put, and are in good repair and working order, except for ordinary, routine maintenance and repairs that are not material in nature or cost. All inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories included in the Goods consist of a quality and quantity usable and salable in the ordinary course of business.

4. Records and Audit Rights. To ensure that the Seller is complying with the warranties below, Seller's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Seller's 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 evaluation of the Seller's compliance with the Arizona employer sanctions laws referenced below. To the extent necessary for the City to audit Records as set forth in this Section, Seller hereby waives any rights to keep such Records confidential.
5. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41- 4401, the Seller warrants 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). Seller's 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.
6. Israel. Seller 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.
7. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.
8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County,

Arizona.

9. 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.
10. Indemnification; In any event, the Seller 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 Seller, its officers, employees, or its agents in the performance of this Agreement.
11. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Tolleson
 9555 West Van Buren Street
 Tolleson, Arizona 85353
 Attn: Reyes Medrano, Jr., City Manager

With copy to: Pierce Coleman PLLC
 7730 East Greenway, Suite 105
 Scottsdale, Arizona 85260
 Attn: Justin S. Pierce, City Attorney

If to Seller: _____

 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: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

[SIGNATURES APPEAR 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 TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Pierce Coleman, PLLC, City Attorney

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared Reyes Medrano, Jr., the City Manager of the CITY OF TOLLESON, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Tolleson.

Notary Public

(Affix notary seal here)

**CITY OF TOLLESON
INVITATION FOR BIDS FOR A MOBILE LIBRARY VEHICLE**

EXHIBIT C
TO
CITY OF TOLLESON
INVITATION FOR BIDS
FOR A
MOBILE LIBRARY VEHICLE

[Vendor Proposal]

See following page(s).