

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CUMMINS INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of October 15, 2018, between the City of Avondale, an Arizona municipal corporation (the “City”), and Cummins Inc., an Indiana corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Peoria, Arizona (“Peoria”) entered into Contract No. ACON22017, dated June 30, 2017, as amended by Amendment No. One dated March 22, 2018 (collectively, the “Peoria Contract”), for the Contractor to provide facilities supplies and services. A copy of the Peoria Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials and services under the Peoria Contract, at its discretion and with the agreement of the awarded Contractor.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Peoria Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with facilities supplies and services, as more particularly set forth in Section 2 below on an “as-required” basis (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and 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 Contractor 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 June 30, 2019 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Peoria Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to three 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) the term of the Peoria Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in

writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Peoria Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor'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 Contractor, 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, Contractor 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 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. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Peoria Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Peoria Contract will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Peoria Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Peoria Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed \$50,000.00 for Materials and Services at the unit rates set forth in the Peoria Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$200,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Peoria Contract will be subject to rejection and may be returned.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration, American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor 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. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor 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 (i) evaluation and verification of any invoices, payments or claims based on Contractor'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 (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor 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 Contractor pursuant to this Agreement. Contractor 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 Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor 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). Contractor's or its subcontractor'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.

8. Israel. 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.

9. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

10. 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.

11. 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 Contractor 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. Contractor 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.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the Peoria Contract and invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Peoria Contract, the City shall be afforded all of the rights and privileges afforded to Peoria and shall be the “City” (as defined in the Peoria Contract) for the purposes of the portions of the Peoria Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Peoria to the extent provided under the Peoria Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance.

15. 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 Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Charles Montoya, City Manager

With copy to:                   GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

If to Contractor:               Cummins Inc.  
651 North 101st Avenue  
Avondale, Arizona 85323  
Attn: Rebecca McKinnon

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 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 Montoya, City Manager

ATTEST:

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2018, before me personally appeared Charles Montoya, the City Manager of the CITY OF AVONDALE, 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 Avondale.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CUMMINS INC.

[Peoria Contract]

See following pages.





# CONTRACT AMENDMENT

Solicitation No: P17-0012 (I) Page 1 of 1

Description: Facilities Supplies & Services

Amendment No: One (1) Date: March 22, 2018

**Materials Management Procurement**  
9875 N. 85th Ave., 2nd Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

**Buyer:** Christine Finney  
X7531/ dt

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 06/30/2018 and is hereby extended. **EXTENSION ONE**

The New Contract Term is: **07/01/2018 to 06/30/2019**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<u>Matthew E. Harlow</u>	<u>4/9/18</u>	<u>Matthew E. Harlow Rebecca McKinnon, Account Manager</u>	<u>Cummins Inc.</u>
Signature	Date	Typed Name and Title	Company Name

<u>651 North 101<sup>st</sup> Avenue</u>	<u>Avondale</u>	<u>AZ</u>	<u>85323</u>
Address	City	State	Zip

Attested-by:

Linda Blas  
Rhonda Geriminsky, City Clerk

Stuart Kent  
Director: Stuart Kent, Public Works and Utilities Director

Dan Davis 3-28-18  
Project Manager: Dan Davis, Construction Superintendent

Approved as to Form:  
Steve Burg  
Steve Burg, City Attorney



City Seal  
Copyright 2003  
City of Peoria, Arizona

\_\_\_\_\_  
CC Number  
  
\_\_\_\_\_  
ACON22017A  
Contract Number

The above referenced Contract Amendment is hereby Executed:

April 11, 2018, at Peoria, Arizona  
Dan Zenko  
Dan Zenko, Materials Manager



# City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P17-0012 I** Proposal Due Date: **May 17, 2017**  
 Materials and/or Services: **Facilities Supplies & Services** Proposal Due Time: **5:00 P.M. AZ Time**  
 Contact: **Christine Finney**  
 Mailing Address: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
**9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor**  
**Peoria, AZ 85345** Pre-Proposal Meeting: **Wed, May 3, 2017 @ 8:00 AM in the Point of View Conference Room**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

### OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

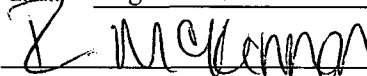
For clarification of this offer contact:

Telephone: 623-474-2704 Fax: 623-474-2733

Name: Rebecca McKinnon

Email: gm663@cummins.com

Cummins Inc.



Company Name

Authorized Signature for Offer

651 North 101st Avenue

Rebecca McKinnon

Address

Printed Name

Avondale

AZ

85323

Account Manager

City

State

Zip Code

Title

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

Rhonda Geriminsky  
Rhonda Geriminsky, City Clerk

City of Peoria, Arizona.

Effective Date: June 30, 2017

Approved as to form:

Steve Burg  
Steve Burg, City Attorney

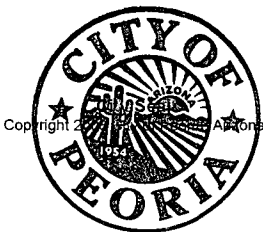
Contract Awarded Date: June 29, 2017

Dan Zenko  
Dan Zenko, Materials Manager

CC: \_\_\_\_\_

Contract Number:

ACON22017





# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

#### 1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* 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 to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

#### 12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, 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.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
  - (1) Waive any immaterial defect or informality; or
  - (2) Reject any or all proposals, or portions thereof, or
  - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
  - d. The Vendor does not participate in, and agrees not to participate in during the term of any resultant contract, a boycott of Israel in accordance with A.R.S. §35-393.01
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract 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 the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract 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, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** 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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract 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 contract are hereby revoked and superseded by this contract. 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 contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all



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the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer 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 contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made



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and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.



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32. **PUBLIC RECORD:** All offers submitted in response to this solicitation 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. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.





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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Facilities Supplies and Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Negotiated Price, Term, Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence *on the effective date* and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
10. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after



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any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

- 13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
- 14. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
- 15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.
- 16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
- 17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
- 18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
- 19. **Compensation:** Compensation for services shall be based upon fees negotiated.
- 20. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
- 21. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to [accountspayable@peoriaaz.gov](mailto:accountspayable@peoriaaz.gov).
- 22. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
- 23. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require



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the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

**24. Required Insurance Coverage:**

**a. Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

**b. Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

**c. Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

**25. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as**



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evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

26. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

27. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

28. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.



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- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
29. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
30. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
31. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
32. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
33. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
  - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
  - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P17-0012

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- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date

34. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

35. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
36. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
37. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoriaAZ.gov](mailto:salestax@peoriaAZ.gov).
38. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
39. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
40. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;
  - b. Reserve all rights or claims to damage for breach of any covenants of the contract;



## SPECIAL TERMS AND CONDITIONS

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- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
- Deduction from an unpaid balance;
  - Collection against the bid and/or performance bond, or;
  - Any combination of the above or any other remedies as provided by law.
41. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.
- The following is a list of allowable travel expenses under this contract agreement:
- Transportation:
    - Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
    - Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
  - Lodging and Meals:
    - Meals – three meals per day, at the current federal per diem rate for Maricopa County.
    - Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://www.peoriaaz.gov/NewSecondary.aspx?id=51353>
42. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites and as per ARS 34-603.C.2(f).
- The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/newsecondary.aspx?id=2071>.  
The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
  - The specific protest procedures are contained in the Materials Management "Procurement Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> in the "Downloads" box on the right side of the web page.



## SCOPE OF WORK

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#### A. Purpose

The City of Peoria intends to establish one-year contracts with four one-year renewal options for as required for routine repair, maintenance and minor upgrading of City facilities, or to properties as requested by the City. The scope of services does not cover "construction", as defined by the City of Peoria Procurement code (Sec 26-106).

*"Construction means the process of building, altering, repairing, improving, or demolishing any public infrastructure facility, any public structure, public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property."*

The City of Peoria intends to award multiple contracts under multiple trades with qualified contractors.

#### B. Job Quote

The City will require a detailed quote from contractor when a job is requested. This quote shall include all labor hours, cost of materials (including backup documentation for materials/parts over \$100 per item) and estimated time for completion of work - the cost for labor and markup for materials shall not exceed those quoted in this RFP.

#### C. Hourly Rates

Hourly rates submitted in the offer shall include labor categories (i.e. normal, after-hours) and be fully burdened and all-inclusive. Quoted pricing must contain all costs including, but not limited to, standard equipment and tools generally associated with the trade group, insurance, handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Peoria, or in close proximity to the city borders.

Labor rate will start upon arrival at a job site and end upon completion of work that day at job site. The City will not be charged portal to portal rates or additional charges for service calls. All jobs are expected to require one (1) service person. Authorized City representative must approve of multiple service people before the work is started.

The City will not pay fuel surcharges.

#### D. Billing

All billed services shall not exceed rates established by this offer and resulting contract.

All billing invoices must show, at a minimum:

- Breakdown of labor hours by trade and rate (calculated for regular, OT, etc.) – rates cannot exceed bid pricing





## SCOPE OF WORK

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- A brief description of job
- Substantiation of work time on site (City will not pay travel or wait time and other expenses detailed in this RFP)
- Backup for cost of materials – markup cannot exceed bid quoted percentage
- Backup for cost of Equipment - markup cannot exceed bid quoted percentage

Expenses for permits and inspections required by the City shall be billed at actual cost.

Any required parts and materials shall be billed at Contractor's cost plus the markup included in the bid. If the Contractor obtains parts and materials from a source in which the Contractor has a direct or indirect interest, no additional markup shall be billed.

Provide a copy of a billing invoice with your submittal to insure compliance with inclusion of required information.

#### **E. Repair Warranties**

Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs warranted for a minimum of one (1) year from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the City. Any replacement parts that fail during the warranty period shall be replaced at no charge to the City including all labor. Parts which carry a manufacturers or suppliers standard warranty that exceeds one (1) year, contractor shall honor the full duration of the manufacturers or suppliers warranty.

#### **F. Repair and Replacement Parts**

Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s).

#### **G. Workmanship**

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

#### **H. Materials furnished by the City**

The City may choose to supply needed materials, in part or in total, to reduce costs. Materials furnished by the City of Peoria will be delivered, or made available, to the contractor(s) when



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necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages which may occur after such acceptance.

#### I. Governing Laws

The Contractor shall be responsible for complying with the Peoria Building Safety Codes, the City of Peoria Fire code, and all other governing codes, permits, rules, laws, regulations, and statutes by the Authority Having Jurisdiction and pertaining to the work being performed.

#### J. Licensing

All contractors must have the appropriate Arizona Contractor's Licenses for each category for which they submit an offer. License must be active and current by the due date of this Request for Proposal. A copy of each license must be submitted with response.

#### K. Permits

Contractor must have all permits required by the Authority(ies) Having Jurisdiction issued prior to the commencement of work. Unless the City representative instructs Contractor that the City will be responsible for securing one or more permits, the contractor will be responsible for securing all required permits.

#### L. Contractor's Responsibility for Work

The contractor(s) shall take every reasonable precaution necessary to properly guard and protect all finished or partially finished work against damage or injury from the elements or any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Peoria. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Peoria. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.

#### M. Methods and Equipment

The contractor(s) shall at all times, employ sufficient labor and equipment for completing the classes of work requested in the RFP to full completion in the manner and time required by the specifications.

All assigned workers shall be competent and have sufficient skill, knowledge and experience in the class of work and in the operation of equipment/tools required to perform all work properly and satisfactory.

Any employee assigned by the contractor(s) or any sub-contractor(s), who, in the opinion of the City of Peoria, does not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall, at the written request of the City of Peoria, be removed from the work by the



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contractor(s) or sub-contractor(s) employing such persons. These persons shall not be assigned again in any City work without prior written approval by the City of Peoria. The contractor(s), or sub-contractor(s), shall hold the City of Peoria harmless from damages or claims for compensation that may occur in the enforcement, of this section. All persons employed under this contract must read and understand the English language.

All equipment that is proposed to be used on the job shall be of sufficient size and in such mechanical condition as to meet the requirements of this work and to produce a safe and satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to this work area.

#### **N. Final Inspection and Approval**

The Contractor shall request the project manager to conduct a site inspection after the project is complete. The project manager may prepare a "punch list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

The Contractor shall be responsible for requesting and receiving final inspections/approvals for all permits issued on a project. All inspection and final approval documentation shall be submitted to the City representative for the project.

#### **O. Subcontractors**

**NO** subcontractors shall be used on projects without the written consent of the City of Peoria.

If the contractor requests to subcontract any portion of this contract, the Contractor must identify the subcontractor by firm name, address, contract person, telephone number and project function.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the City, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

#### **P. Cleaning**

The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish and debris shall be disposed of by the Contractor at the Contractor's expense.

The work area shall be cleaned at the end of each work day. All materials, tools, equipment, etc., shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the project manager will be consulted.



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#### **Q. Security**

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

#### **R. Back orders**

All back orders must have the prior approval of the City representative placing the order. The City will not accept delivery of back orders without this prior approval to back order.

#### **S. Safety**

Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

#### **T. Use of City Tools and Equipment**

Contractor shall not use tools and equipment that are owned by the City, are in the control of the City, and/or are leased or rented by the City, to perform contracted work. Contractor is responsible for providing all tools and equipment necessary to perform the contracted work, and for maintaining and ensuring all tools and equipment are in good and safe working condition. This paragraph includes, but is not limited to, personnel high-lift equipment, scaffold equipment, boom trucks, and motorized hand tools.



## SUBMITTAL REQUIREMENTS

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#### I. PROPOSAL FORMAT:

- Submit one (1) original and three (3) copies of your proposal.
- Proposals shall be on 8 ½ x 11" paper.
- Proposals should be assembled in the relative order as outlined below (proposal content).

#### II. PROPOSAL CONTENT: Proposals shall contain the following information.

##### A. Firm's Qualifications, Experience

- 1) Firm – Provide a brief history of your firm and its qualifications / experience in the trade field for which you are proposing, including copies of contractor's license.
- 2) Staff – Provide a staffing plan identifying the key individuals who will be assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated service (project) manager who will be assigned to work with the City and their credentials.

##### B. Understanding and Approach

- 1) Understanding - Indicate an understanding of all the requirements outlined in this RFP scope of work and indicate agreement with all provisions, terms and conditions.
- 2) Approach – Describe your approach for satisfying the requirements outlined in the scope of work; including but not limited to the following:
  - Ability to manage schedule and complete punch list. Include percentage of projects completed on time, size of punch list, days to complete punch list, etc.
  - Discuss quality control, technical expertise and work methods.
  - Submit a Sample Invoice.
  - Include knowledge of City permit process, etc.

##### C. Price Sheet – for each category proposed, complete the corresponding price sheet completing all information requested.

##### D. Conformance to RFP

- 1) Failure to provide all requested information from Sections A-C above may result in firm's proposal being rejected as non-responsive.
- 2) Complete and return all City forms including:
  - Offer and Acceptance
  - Price Sheets
  - All Questionnaires



## SUBMITTAL REQUIREMENTS

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**III. EVALUATION:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- A. Firm's Qualifications, Experience
- B. Understanding & Approach
- C. Price Sheet
- D. Conformance to RFP

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

**IV. PRE-SUBMITTAL MEETING:** A pre-submittal meeting will be held at the following place and time:

**DATE:** Tuesday, May 3, 2017  
**TIME:** 8:00 AM, Arizona Time  
**ADDRESS:** 9875 N. 85<sup>th</sup> Ave  
Peoria, Arizona 85345  
Point of View Conference Room

All interested parties are urged to attend the pre-submittal Conference. Since the City staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal meeting, it is strongly recommended that interested firms send a representative. The pre-submittal meeting is not mandatory.

### **V. PROPOSAL DUE DATE AND CONTACT INFORMATION:**

Proposals are due no later than 5:00 P.M. on **May 17, 2017** This is not a post mark date. Proposals must be mailed or hand-delivered to the location indicated below.

City of Peoria - Materials Management  
9875 N. 85th Avenue, 2nd Floor  
Peoria, Arizona 85345

Proposals shall be submitted in a sealed envelope or package with the RFP number and your company's name and address clearly indicated on the front of the package or envelope as shown below:

*Attn: Christine Finney, Contract Officer  
RFP No. P17-0012, Facilities Supplies & Services  
Your Company Name*



## SUBMITTAL REQUIREMENTS

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All questions regarding this RFP should be sent in writing via email to the designated purchasing agent within forty-eight hours prior to the RFP due date and time.

The designated purchasing agent for this solicitation is:

Christine Finney, Contract Officer  
Phone: (623) 773-7531  
Email: [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov)

*Contact with city staff other than the designated purchasing agent indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process*



# PRICE SHEET

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### Listing of Categories

The following is a listing of the supplies and services categories for which the City intends to establish contracts.

Please check the appropriate box for which category you are submitting.

Cat	Description	Submitting for this Category
A	Heating, Ventilation, and Air Conditioning Systems, <u>(including Evaporative Coolers)</u> : Maintenance, Repair, and Replacement.	
B	Locksmith: Maintenance, Repair, and Replacement	
C	General / Existing Buildings: Remodeling, Maintenance, and Repair	
D	Roof (Commercial): Maintenance and Repair	
E	Mechanical Doors and Gates: Maintenance, Repair, and Replacement	
F	Passage Doors and Hardware: Maintenance, Repair, and Replacement	
G	Electrical, Up To 600V: Maintenance, Repair, and Replacement	
H	Painting: Building Interiors/Exteriors, Storage Tanks, and Curbs	
I	Emergency Generators: Maintenance, Repair, and Rental	X
J	Pools: Maintenance and Repair	
K	Plumbing: Maintenance, Repair, and Replacement	
L	Window Frames and Glazing: Maintenance, Repair, and Replacement	
M	Backflow Inspection	
N	Backflows: Maintenance, Repair, and Replacement	
O	Window Blinds: Cleaning, Maintenance, Repair, and Replacement	





# PRICE SHEET

## Materials Management Procurement

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### CATEGORY A

#### Heating, Ventilation and Air Conditioning (*including Evaporative Coolers*): Maintenance, Repair and Replacement

Perform routine maintenance and repair and replacement of existing HVAC systems. Contractor may perform work on a variety of mechanical systems. This category includes evaporative coolers.

Equipment Cost: Cost Plus \_\_\_\_\_ %

Material Cost: Cost Plus \_\_\_\_\_ %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

# NO BID

#### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

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### CATEGORY B

#### Locksmith: Maintenance Repair and Replacement

Description	Manufacturer & Part #	Mfg Suggested Price	Discount	City of Peoria Price
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#### Interchangeable Core Locking Systems:

Uncombined Core 5,6,7  
(New) w/labor & materials

New Pinned Core with 2  
Keys (w/ labor& materials)

Repinned Core with 2 Keys  
(Shop) (w/ labor)

Repinned Core with 2 Keys  
(On Site) (w/labor)

Cut Keys Stamped and  
Coded (w/labor)

# NO BID

**Material Cost:** Cost Plus \_\_\_\_\_ %

**Equipment Cost** Cost Plus \_\_\_\_\_ %

**Labor:** Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

**Minimum Call-Out Charge** \$ \_\_\_\_\_

**Tax Rate** \_\_\_\_\_ %

**Response Time** \_\_\_\_\_ hour(s) after receiving notification by the City.

#### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: P17-0012

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### CATEGORY C

#### General / Existing Buildings: Remodeling, Maintenance, and Repair

Work may consist of the following areas including but not limited to:

Demolition	Fencing	Painting	Mechanical
Carpentry	Welding	Flooring	Fire Protection/Alarms
Electrical	Concrete	Block / Brick Laying	Ceiling Tiles
Plumbing	Roofing	Tile / Re-grouting	Doors and Hardware

Contractor will be expected to provide written quotes and schedules for planned work at no cost to the City. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the City. The contractor shall honor all material warranties and provide a minimum of 12 months warranty for all labor.

Contractor agrees to make repairs of City-owned properties on an "as needed" basis in accordance with the specification and provision of this RFP:

Equipment Cost: Cost Plus \_\_\_\_\_ %

Material Cost: Cost Plus \_\_\_\_\_ %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

# NO BID

#### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



**PRICE SHEET**

**Materials Management  
Procurement**

Solicitation Number: **P17-0012**

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**CATEGORY D**

**Roof (Commercial): Maintenance and Repair**

The City has a multitude of buildings with several different roofing systems. The contractor shall have the ability to self perform to complete repairs.

Contractor agrees to provide services to the City ~~owned properties~~ on an "as needed" basis in accordance with the specification and provision of this RFP:

**Equipment Cost:** Cost Plus \_\_\_\_\_ %

**Material Cost:** Cost Plus \_\_\_\_\_ %

**Labor:** Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

**Minimum Call-Out Charge** \$ \_\_\_\_\_

**Tax Rate** \_\_\_\_\_ %

**Response Time** \_\_\_\_\_ hour(s) after receiving notification by the City.

**NO BID**

**CONTRACTOR LICENSING REQUIREMENTS**

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-8560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: P17-0012

### CATEGORY E

#### Mechanical Doors and Gates: Maintenance, Repair, and Replacement

It is the intent of the City to have 24/7 services as needed for the repair/replacement of Mechanical Doors and Gates. The City has a number of mechanical door/gate systems on a variety of buildings (public safety stations, treatment plants, warehouses) that may need replacement or service and/or emergency service. The continued safe operation of these doors are integral to the security protocol of the site. It is in the City's best interest to retain a vendor to provide those services on an as needed basis.

Work may consist of one or more of the following areas including but not limited to: Automatic roll-up doors, automatic bi-fold garage doors, exterior wood and metal garage doors and fire bay doors. The service facility shall be within 50 miles of the City of Peoria.

Contractor agrees to provide services to the City on an "as needed" basis in accordance with the specification and provision of this RFP:

Equipment Cost: Cost Plus \_\_\_\_\_ %

Material Cost: Cost Plus \_\_\_\_\_ %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

# NO BID

#### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: **P17-0012**

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### CATEGORY F

#### Passage Doors and Hardware: Maintenance, Repair, and Replacement

It is the intent of the City to have 24/7 services as needed for the repair/replacement of Passage Doors and Hardware in existing buildings. The City has a variety of passage door types and hardware on buildings that may need replacement or service and/or emergency service. The continued safe operation of these doors are integral to the security protocol of City facilities. It is in the City's best interest to retain a vendor to provide those services on an as needed basis.

The service facility shall be within 50 miles of the City of Peoria.

Contractor agrees to provide services to the City on an "as needed" basis in accordance with the specification and provision of this RFP:

Equipment Cost: Cost Plus \_\_\_\_\_ %

Material Cost: Cost Plus \_\_\_\_\_ %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

# NO BID

#### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: **P17-0012**

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### CATEGORY G

#### Electrical, Up To 600 V: Maintenance Repair and Replacement

Electrical services, commercial and residential, up to 600 volts. Work may consist of one or more of the following, including but not limited to: power distribution, lighting, lighting controls, solar, buildings, parking facilities, parks, treatment plants (non-process related), outside spaces, renovation, maintenance, repair, replacement, and new installation.

Contractor agrees to provide services to the City on an "as needed" basis in accordance with the specification and provision of this RFP:

Equipment Cost: Cost Plus \_\_\_\_\_ %

Material Cost: Cost Plus \_\_\_\_\_ %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

# NO BID

#### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: **P17-0012**

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
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Phone: (623) 773-7115  
Fax: (623) 773-7118

### CATEGORY H

#### Painting: Building Interiors/Exteriors, Storage Tanks, and Curbs

Work may consist of the following areas, including but not limited to, building interiors and exteriors, storage tanks, curbs, and miscellaneous metals, woods, and other substrates. The awarded contractor shall self perform all of the work, be able to evaluate and recommend repairs, including any specialty coatings required.

Contractor shall be expected to provide written quotes and schedules for planned work at no cost to the City. The contractor may be asked to work, in some cases, off hours in order to not affect the normal functions of the City. The contractor shall honor all material warranties and provide a minimum of 12 months warranty for all labor.

Contractor agrees to provide services to the City on an "as needed" basis in accordance with the specification and provision of this RFP:

Equipment Cost: Cost Plus \_\_\_\_\_ %

Material Cost: Cost Plus \_\_\_\_\_ %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

# NO BID

#### CONTRACTOR LICENSING REQUIREMENTS

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Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_







**PRICE SHEET**

**Materials Management  
Procurement**

Solicitation Number: **P17-0012**

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**CATEGORY J**

**Pools: Maintenance and Repair**

Contractor agrees to provide pool maintenance and repair services on an "as needed" basis in accordance with the specification and provision of this RFP:

**Equipment Cost:** Cost Plus \_\_\_\_\_ %

**Material Cost:** Cost Plus \_\_\_\_\_ %

**Labor:** Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \_\_\_\_\_ per hour

Holidays \_\_\_\_\_ per hour

**NO BID**

**Minimum Call-Out Charge** \$ \_\_\_\_\_

**Tax Rate** \_\_\_\_\_ %

**Response Time** \_\_\_\_\_ hour(s) after receiving notification by the City.

**CONTRACTOR LICENSING REQUIREMENTS**

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



**PRICE SHEET**

**Materials Management  
Procurement**

Solicitation Number: **P17-0012**

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**CATEGORY K**

**Plumbing: Maintenance, Repair, and Replacement**

Work may consist of installation, alteration and repair of piping, fixtures and appliances related to water supply, drain venting and sanitary drainage systems. Repair plumbing leaks in toilets, sinks, and piping. Replace plumbing traps. Repair/replace roof drains. Repair/replace pumps and motors associated with plumbing systems, etc. Sewer and drain clean out, grease trap pumping and maintenance, interceptor pumping, septic tank pumping, sewer line maintenance, lift station clean out, toilet and urinal cleanout and repair, root treatment, line jetting.

Contractor agrees to provide services to the City on an "as needed" basis in accordance with the specification and provision of this RFP:

**NO BID**

Equipment Cost: ~~Cost Plus \_\_\_\_\_ %~~

Material Cost: ~~Cost Plus \_\_\_\_\_ %~~

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

**CONTRACTOR LICENSING REQUIREMENTS**

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: P17-0012

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### CATEGORY L

#### Window Frames and Glazing: Maintenance, Repair, and Replacement

Work may consist of custom or prefabricated frame and glazing systems for windows, glass doors, side lights, door lights, mirrors, stained glass, etc. Work may include glass cutting, tinting, sealing, replacement of glass doors, mirrors, windows and store fronts on buildings, walls, and ceilings.

Contractor agrees to provide services to the City on an "as needed" basis in accordance with the specification and provision of this RFP:

Equipment Cost: Cost Plus \_\_\_\_\_ %

Material Cost: Cost Plus \_\_\_\_\_ %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \_\_\_\_\_ p. hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

# NO BID

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

#### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: **P17-0012**

### CATEGORY M

### Backflow Inspection

Work may consist of performing annual testing and reporting of backflow devices. Testing procedures shall be conducted in accordance to the current edition of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research Manual for Cross-Connection Control. Backflow device installations, inspections, and repairs at the City of Peoria must be in compliance with all applicable building codes and regulations and with Peoria City Code (1992), Supplement 2013-03, Chapter 5, or other most current revision.

A company performing testing of backflow devices in Peoria must be a Recognized Tester approved by the Public Works-Utilities Department. Testers who wish to perform backflow testing within the City of Peoria must possess and maintain the following credentials:

1. Complete and sign an Application for Recognition.
2. Certified as a backflow assembly tester from an agency approved by the Department.
3. Test gauge calibration reports.
4. Liability insurance policy with a \$1,000,000 Minimum liability per occurrence.
5. Commercial Arizona Registrar of Contractors License as determined by the Department.
6. City of Peoria Tax & Business License.

Testing data will be reported on a City of Peoria Backflow Prevention Assembly Test Report form or other form accepted by the City of Peoria that reports the same test data. Test reports are submitted to Peoria within 30 days following the test. Some testers may be trained for on-line submission of test results. Testers are encouraged to provide notes on the testing report about observed worn or deteriorated components which pose a threat of failure. Testers are encouraged to report the components that were observed to have failed, which resulted in the backflow device failing the test.

Contractor agrees to provide services to the City on an "as needed" basis in accordance with the specification and provision of this RFP.

<b>Test Fee:</b>	Workdays (M-F) 6:00 a.m. - 6:00 p.m.	\$ _____ per unit tested
	Saturdays 6:00 a.m. - 6:00 p.m.	\$ _____ per unit tested
	Sundays and After Hours	\$ _____ per unit tested
	Holidays	\$ _____ per unit tested

**Tax Rate** \_\_\_\_\_ %

**Response Time** \_\_\_\_\_ hour(s) after receiving notification by the City.

#### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# PRICE SHEET

## Materials Management Procurement

Solicitation Number: P17-0012

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### CATEGORY N

#### Backflow Devices: Maintenance, Repair, and Replacement

Work may consist of performing maintenance, repair, and/or replacement of backflow devices.

Contractor agrees to provide services to the City on an "as needed" basis in accordance with the specification and provision of this RFP:

Equipment Cost: Cost Plus \_\_\_\_\_ %

Material Cost: Cost Plus \_\_\_\_\_ %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

# NO BID

#### CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



**PRICE SHEET**

**Materials Management  
Procurement**

Solicitation Number: **P17-0012**

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**CATEGORY O**

**Window Blinds: Cleaning, Maintenance, Repair, and Replacement**

Work may consist of performing cleaning, maintenance, and repair of mini-blinds. Work may also consist of replacing existing mini-blinds or other window coverings, with new mini-blinds, including delivery and installation.

Contractor agrees to provide services to the City on an "as needed" basis in accordance with the specification and provision of this RFP:

Equipment Cost: Cost Plus \_\_\_\_\_ %

Material Cost: Cost Plus \_\_\_\_\_ %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ \_\_\_\_\_ per hour

Sundays and After Hours \$ \_\_\_\_\_ per hour

Holidays \$ \_\_\_\_\_ per hour

Minimum Call-Out Charge \$ \_\_\_\_\_

Tax Rate \_\_\_\_\_ %

Response Time \_\_\_\_\_ hour(s) after receiving notification by the City.

**NO BID**

**CONTRACTOR LICENSING REQUIREMENTS**

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Licensed Contractor's Name: \_\_\_\_\_

License Classification: \_\_\_\_\_ License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# QUESTIONNAIRE

Solicitation Number: P17-0012

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

1. Company: City of Glendale  
 Contact Name: Anthony Weathersby Phone: 623-930-4108  
 Email: aweathersby@glendaleaz.com  
 Project Name: Generator Maintenance  
 Project Cost: \$105,000.00  
 Project Description: Generator maintenance and repair
  
2. Company: City of Buckeye  
 Contact Name: Eddie Solis Phone: 623-399-0863  
 Email: esolis@buckeyeaz.gov  
 Project Name: Generator maintenance and repair services  
 Project Cost: \$50,000.00  
 Project Description: Generator maintenance and repair
  
3. Company: Ak Chin Indian Community  
 Contact Name: Glenn Boothe Phone: 520-568-1300  
 Email: gboothe@ak-chin.nsn.us  
 Project Name: Generator maintenance and repair  
 Project Cost: \$27,000.00  
 Project Description: Generator maintenance and repair





## QUESTIONNAIRE

Solicitation Number: P17-0012

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
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Phone: (623) 773-7115  
Fax: (623) 773-7118

**Offeror acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being rejected.**

Yes     No *If no, give reason below*

**Offeror acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.**

Yes     No *If no, give reason below*



## QUESTIONNAIRE

Solicitation Number: P17-0012

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No X.

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



# SOLICITATION AMENDMENT

Solicitation No: P17-0012  
 Description: Facilities Supplies & Services  
 Amendment No: One (1)  
 Solicitation Due Date: May 17, 2017  
 Solicitation Due Time: 5:00 PM

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-6560  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

Buyer: Christine Finney


A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time (signed amendment can be attached to proposal or separately if proposal has already been submitted).

### Clarification to vendors following the Pre-Proposal Meeting on May 3, 2017.

- A. Pre-Proposal Meeting Documents.** The pre-proposal sign-in sheet is attached.
- B. Current Contract Pricing.** The current contract for Facilities Supplies and Services can be viewed on the City of Peoria's website at: <https://www.peoriaaz.gov/NewSecondary.aspx?id=51227>.
- C. Cooperative Purchasing.** As per Special Terms and Conditions, Page 8, Section 5, the City of Peoria has identified this contract as available for use by other eligible public entities and political subdivisions. There is no guarantee the actual entities that would take advantage of this provision, but information about the Strategic Alliance for Volume Expenditures can be found at: <http://www.maricopa.gov/3784/SAVE>.
- D. Tax Rate.** The City of Peoria recognizes that the contractor's rate of tax may vary from job to job, depending on where materials/supplies are procured. The contractor should indicate on the Price Sheet the tax rate they are subject to at their place of business, but this rate will not be used as a basis for evaluation of pricing.
- E. Emergency Response Time.** Contractor should indicate if there is an emergency response time that differs from their standard response time.

*All other provisions of this Solicitation shall remain in their entirety.*

Vendor hereby acknowledges receipt and agreement with the amendment.

 May 10, 2017  
 Signature Date

Rebecca McKinnon - Account Manager

Typed Name and Title

Cummins Inc.

Company Name

651 N 101st Avenue

Address

Avondale

City

AZ

State

85323

Zip

The above referenced Solicitation Amendment is hereby Executed

May 8, 2017

at Peoria, Arizona

  
 Christine Finney, Contract Officer



## SOLICITATION AMENDMENT

Solicitation No: P17-0012  
 Description: Facilities Supplies & Services  
 Amendment No: One (1)  
 Solicitation Due Date: May 17, 2017  
 Solicitation Due Time: 5:00 PM

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-6560  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

**Buyer: Christine Finney**

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time (signed amendment can be attached to proposal or separately if proposal has already been submitted).

**F. Pricing.** If needed, contractors may attach ‘Supplemental Pricing’ to the City’s Price Sheet in order to clarify different levels of service/labor rates. An explanation of how and when supplemental pricing would be invoked must accompany supplemental price sheets.

**G. Category I, Heating Ventilation and Air Conditioning: Maintenance, Repair and Replacement.** This section is to include Evaporative Coolers. Attached is a listing of all Coolers in the City’s inventory.

**H. Categories M & N, Backflow Inspection, Maintenance, Repair & Replacement.**

The City of Peoria is soliciting two contracts associated with the City’s inventory of backflow devices; One for backflow testing, and one for backflow maintenance, repair, and replacement.

The City of Peoria has a total of approximately 585 backflow devices serving City properties and Right of Ways. Each is tested annually. This count may change as new facilities are constructed, expanded, acquired, or released. The backflow devices are distributed among the following functional areas with one point of contact for each area. Each functional area will be able to contract for inspections and repairs through these two contracts.

Recreation	3
Parks	79
Right of Ways	215
General Facilities	121
Utilities Field Ops	44
Utilities Plant Ops	47
Peoria Sports Complex	69
Rio Vista Recreation Center	7
<b>Total City Backflow Devices</b>	<b>585</b>

*All other provisions of this Solicitation shall remain in their entirety.*



## FEDERAL PROVISIONS

Solicitation Number: P17-0012

### Materials Management Procurement

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#### Compliance with Regulations for Federally Funded Projects

*These provisions do not apply to non-federally funded projects. The City of Peoria will notify the contractor, in writing, when these federal provisions apply to a specific project and the Contractor will acknowledge by signature on Page 7.*

All recipients and subrecipients of federal funding are required to comply with all federal and state laws, rules, and regulations and therefore must ensure that their contractors also comply with all federal and state laws, rules, and regulations conditions.

Note: For clarification purposes the word 'contractor' is the agency, consultant, vendor, individual, etc., that the City of Peoria is contracting with for the desired scope of service outlined herein.

During the performance of work under federally funded job order projects, the Contractor and all subcontractors certify compliance with the following mandatory regulations:

- A. Equal Employment Opportunity. Comply with E.O. 11246**, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor will consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, color, religion, gender, marital status, age, or national origin. Nor will the Contractor discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

Every effort will be made to insure that appointments, promotions, reclassifications, transfers, compensation, training, layoffs, terminations or any other type of personnel actions are based on merit, fitness or other factors determined to be free of discrimination. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. The Contractor further agrees that this clause will be incorporated in all subcontracts or job-consultant Contracts related to this Contract." The County, State and HUD are beneficiaries of this Section and are entitled to enforce it. The Contractor shall also comply with all applicable local, state and federal fair employment laws and regulations.

- B. Davis-Bacon Act, as amended (40 U.S.C. § 276a to a-7)**. When required by Federal program legislation, for all construction contracts of more than \$2,000, comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The Owner must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract will be conditioned upon the acceptance of the wage determination. The Owner must report all suspected or reported violations to the County, State, City of Peoria and HUD.

- C. Section 3 Regulations as set forth in 24 CFR 135**. The Contractor shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to an Agreement in excess of \$100,000 cost, a requirement that all contractors and subcontractors provide the County, State and City of Peoria with completed Section 3 Project Monthly Summary Reports in the form prescribed by the City of Peoria during the rehabilitation of the Project as a condition of obtaining a Certificate of Completion, and will include in such contracts the following clause:

"EMPLOYMENT OF PROJECT AREA RESIDENTS AND CONTRACTORS (Section 3)

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and



## FEDERAL PROVISIONS

Solicitation Number: **P17-0012**

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Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3"). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site which both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- f. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

The Contractor agrees to be bound by the above Section 3 clause with respect to the Contractor's own employment practices when participating in federally-assisted work and to the greatest extent feasible, provide employment and training opportunities to qualified residents and businesses in the vicinity of the project.

Dodd-Frank Act pursuant to authority of section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203). Section 1497, Paragraph 8: An eligible entity receiving a grant under this section shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity, as such term is defined by the Secretary, of projects funded under this section or contract with small businesses that are owned and operated by persons residing in the vicinity of such projects.

- D. Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276c).** For all contracts and subgrants in excess of \$2,000 for construction or repair, comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor



## FEDERAL PROVISIONS

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or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient will report all suspected or reported violations to HUD.

**E. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 through 333).** Where applicable, for all contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**F. Clean Air Act (42 U.S.C. § 7401 et seq.),** as amended, and the Federal Water Pollution Control Act (33 U.S.C.

§ 1251 et seq.), as amended. For contracts in excess of \$100,000, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations must be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

**G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For Contractors who apply or bid for an award of \$100,000 or more, file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Anti-Lobbying Certification.** The Contractor certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil



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penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**H. Debarment and Suspension (E.O. 12549 and E.O. 12689).** Provide the required certificates regarding their exclusion status and that of their principal employees. No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension," as set forth in 24

C.F.R. Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold may provide the required certification regarding their exclusion status and that of their principal employees.

**I. Drug-Free Workplace Requirements.** Comply with the Drug-Free Workplace Act of 1988 (42 U.S.C. § 701) and certify that they will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules set forth in 24 C.F.R. Part 24, Subpart F.

This certification is a material representation upon which reliance is placed by the U.S. Federal Agency in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the U.S. Federal Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

1. The Contractor certifies that it will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Informing employees about:

1. The dangers of drug abuse in the workplace;

2. The Contractor's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

2. Notifying U.S. Federal Agency within ten days after receiving notice under subparagraph (d)(2) from an employee of otherwise receiving actual notice of such conviction;

3. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

a. Taking appropriate personnel action against such an employee, up to and including termination; or





## FEDERAL PROVISIONS

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b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

4. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), and (d).

#### **J. Compliance with Federal and State Immigration Laws.**

1. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City of Peoria or their agents to inspect personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

2. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to U.S. Federal Agency and the cities that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) ("Contractor Immigration Warranty").

3. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of U.S. Federal Agency and/or the City of Peoria.

4. The U.S. Federal Agency and the City of Peoria retain the legal right to inspect the papers of any employee of Contractor or any subcontractor who works under this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist U.S. Federal Agency and/or the City of Peoria in the conduct of any such inspections.

5. The U.S. Federal Agency or the City of Peoria may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the U.S. Federal Agency and/or the City of Peoria in performing any random verification performed.

6. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

7. The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractor who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**K. Asbestos Abatement.** The Contractor agrees to comply fully with the National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulation (Title 40 CFR, Part 61 Subpart M), the Maricopa County Air Pollution Control Regulations Rule 370, Section 301.8, and the Occupational Safety and Health Administration (OSHA) asbestos regulation (29 CFR 1926.1101 Asbestos).

**L. Access To Records And Records Retention.** The Contractor agrees as follows:

1. The Contractor agrees to permit the U.S. Federal Agency, the City of Peoria, U. S. Federal Agency (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all any books, documents, papers and records of the Contractor or subcontractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.



## FEDERAL PROVISIONS

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2. The Contractor agrees to retain all records for at least six years following the "Official Closeout" date of the grant or the resolution of all audit findings, payments and all other pending matters whichever is later.
- M. Conflict Of Interest.** The undersigned is fully aware that this contract is wholly or partially federally funded, and certifies that:
1. There is no substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee with the City of Peoria and the U.S. Federal Agency.
  2. Any substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of Peoria or the U.S. Federal Agency that develops at any time during this contract will be immediately disclosed to the City of Peoria and the U.S. Federal Agency.
  3. The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Peoria, or of any designated public agencies or Contractors which are receiving funds under the CDBG Entitlement program.
- N. Comply with A.R.S. 35-391.06 and 35-393.06** (business relations with Sudan and Iran) by which the Contractor certifies it does not have scrutinized business operations in Sudan or Iran.
- O.** Contractor shall obtain statements from its subcontractors certifying compliance with these statutes and shall furnish documents upon request. These warranties shall remain in effect throughout the term of the contract. Should it be discovered that Contractor or its subcontractors are not in compliance with this provision, the Owner or City of Peoria may pursue any remedies allowed by law, including, but not limited to: suspension of all activities under this Agreement, termination of the contract by default, and suspension and/or debarment of Contractor. All costs necessary to verify compliance are the sole responsibility of Contractor.
- P.** Comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the energy Policy and Conservation Act (Pub. L. 94- 163,89 Stat. 871)
- Q.** Agree that if the project results in a book or other written material, the author is free to copyright the work, but the City of Peoria reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this project.
- R.** Agree that any discovery or invention arising out of, or developed in the course of, work aided by this project shall be promptly and fully reported to the City of Peoria for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.
- S.** Comply with all applicable laws and regulations, including, if applicable, the following: all federal and state labor standards, the Americans With Disabilities Act, 42 U.S.C. §12101 et seq.; Section 504 of the Construction Act of 1973, 29 U.S.C. § 700 et seq.; 24C.F.R. § 92.354; HUD Handbook 1344.1; all laws relating to health and safety and the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; the Architectural Barriers Act of 1968 (42U.S.C. §§ 4151-4157); and any similar or implementing state law or regulations, including but not limited to A.R.S. § 49-201 et seq.; and all laws and regulations relating to the Housing and Economic Recovery Act of 2008 (H.R. 3221), (HERA)



## FEDERAL PROVISIONS

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and the Community Development Block Grant Program ("CDBG").

**T.** The undersigned is fully aware that this contract is wholly or partially federally funded, and certifies that:

These Certifications (Equal Employment Opportunity, Labor Standards, Section 3, Asbestos Abatement, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying, Drug Free Workplace, Federal and State Immigration, Debarment and Suspension, and Clean Air Act and Federal Water Pollution Control Act) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications by the signature and submission of this Attachment is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file these required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Printed name of Contractor)

\_\_\_\_\_  
(Date)



May 15, 2017

City of Peoria  
9875 N 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345-6560

**ORIGINAL**

Attn: Christine Finney

Subject: Cummins Inc Bid Package to City of Peoria  
Solicitation Number P17-0012 Facilities Supplies and Services

Please accept the attached bid, completed utilizing the documents provided by City of Peoria.

Enclosed in our bid package are additional documents for your consideration.

1. All forms requiring signature are immediately following this letter, at the front of the bid package.
  - a. Solicitation Amendment #1
  - b. Notice of Request for Proposal
  - c. Price Sheet of categories
  - d. Price Sheet of Emergency Generators: Maintenance, Repair and Rental
  - e. Questionnaire (3 pages)
2. Firm Qualifications Letter – Part 1, Firm Experience
3. Firm Qualifications Letter – Part 2, Staff Experience
  - a. Followed by a sampling of project manager, office staff and technician resumes
4. Understanding and Approach letter, followed by our planned maintenance welcome pack
5. Letter of exceptions, please note; no exceptions have been taken to standard terms and conditions or special terms and conditions.
6. Cummins Inc W-9 Form
7. Cummins Inc Arizona Transaction Privilege Tax License
8. Cummins Contractor License
9. Complete copy of amendment and original notice of request for proposal printed double sided to reduce paper

Please note there are four complete copies of Cummins Inc bid package, one original and three copies per specifications.

Respectfully submitted,

Rebecca McKinnon



May 15, 2017

City of Peoria  
9875 N 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345-6560

Attn: Christine Finney

Subject: Firm's Qualifications, Experience Part 1 - Firm - Generators  
Solicitation Number P17-0012 Facilities Supplies and Services

Cummins Sales and Service is the registered trade name of Cummins Inc. in North America.

Cummins Inc., a global power leader, is a corporation of complementary business units that design, manufacture, distribute and service diesel and natural gas engines and related technologies, including fuel systems, controls, air handling, filtration, emission solutions and electrical power generation systems. Headquartered in Columbus, Indiana, (USA) Cummins currently employs approximately 55,000 people worldwide and serves customers in approximately 190 countries and territories through a network of approximately 600 company-owned and independent distributor locations and approximately 7,200 dealer locations.

With over 190 service centers in North America, Cummins Sales and Service is committed to providing exceptional sales, service and parts support for all Cummins engines, generators, and related components. Staffed by Cummins trained and certified professionals, our facilities provide 24/7 emergency call-out service 365 days a year. In addition, mobile on-site service is also available through most of our service centers in North America.

Our promise is to deliver exceptional products, dependable service, and reliable support, when and where you need it. Our goal is to keep your equipment on the job and operating at its peak efficiency

All of our branch locations assure prompt quality service by Cummins Certified technicians on Cummins engine and Cummins Onan, and Power Generation products whenever and wherever you need it. We offer 24 hour emergency call out service 7 days a week, 365 days a year, and mobile service is available at all of our locations for your convenience.

Preventive maintenance for generator sets and transfer switches plays a critical role in maximizing reliability, minimizing unexpected repairs and reducing long term costs. By following generally recognized generator set and transfer switch maintenance procedures and specific manufacturer recommendations for your application, you'll be assured that your standby or emergency generator set will start and run when normal source power fails or a secondary power source is needed.



May 15, 2017

City of Peoria

Subject: Firm's Qualifications, Experience Part 1 – Firm - Generators  
Solicitation Number P17-0012 Facilities Supplies and Services

**PAGE 2 – Continued**

Services that we anticipate providing to the City of Peoria are listed in the scope of work detailed in the Generator Planned Maintenance Scope of Work submitted as an attachment. Our service is not limited to the preventative services we can also perform and are not limited to, engine overhauls and repairs to give you a single maintenance and service provider.

As a large distributor we are better able to serve large municipalities like the City of Peoria. It is our intent to have the City of Peoria's generators in the BEST running condition and be a reliable source of emergency power every time they are needed. We have a large group of PowerGen and Engine technicians that are certified and trained to keep your equipment in the best running condition possible. Cummins technicians are trained to spot potential issues before they result in major issues that could result in major overhauls or additional and unneeded expenses. We have technical support lines for both PowerGen and Engine technicians, a large resource across our North America of journeyman level (level V) technicians and a great deal of support from our factory.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. McKinnon'. The signature is fluid and cursive.

Rebecca McKinnon  
Preventative Maintenance and Service Sales  
Cummins Inc.  
Power Generation Division



May 15, 2017

City of Peoria  
9875 N 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345-6560

Attn: Christine Finney

Subject: Firm's Qualifications, Experience Part 2 - Staff - Generators  
Solicitation Number P17-0012 Facilities Supplies and Services

Cummins Rocky Mountain has been partnering with Universal Technical Institute (UTI) to train future PowerGen and Engine technicians. In addition to having a large pool of technicians to choose from with graduating UTI classes, we keep our technicians training an ongoing priority. Cummins Rocky Mountain has the finest technical training facilities in North America with state-of-the-art classrooms, computer laboratories and hands-on laboratories. Our Utah facility hosts the Cummins Inc. Worldwide High Horsepower training location. Cummins Rocky Mountain offers a broad range of training courses, and custom training classes. Cummins Rocky Mountain is the acknowledged benchmark for Cummins engine, High Horsepower and PowerGen technical training. We ensure the highest quality training for our technicians with the highest quality instructors and professionals available in the industry.

Our dedication to on-going training, excellent benefit packages, thoroughness in recruitment, commitment to safety, employee and customer satisfaction allow us to have an employee retention and satisfaction that is above industry standards. Out of our Avondale/Phoenix location we have technicians that have been employed with Cummins as early as 1983. We are the BEST EVERYTIME.

Technician resumes and additional office support resumes have been attached to this letter for reference.

Respectfully,

A handwritten signature in black ink, appearing to read 'Rebecca McKinnon'.

Rebecca McKinnon  
Preventative Maintenance and Service Sales  
Cummins Inc.  
Power Generation Division

## Rebecca McKinnon

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC. Account Manager, Service Sales

#### Responsibilities:

Quoting and bidding custom services and maintenance plans for customers with new and existing generator sets. Maintain existing relationships and expand customer base for assigned market area within Arizona.

#### Qualifications:

- ✓ Successful sales and marketing of total product line for assigned territory.
- ✓ Top to bottom account management.
- ✓ Adeptly explain features, benefits, and technical aspects for services.
- ✓ Expert knowledge of competitive market.
- ✓ Work cross-functionally to best support customers requiring additional services.
- ✓ Technical and problem solving skills.
- ✓ Annual safety and customer service training.

***Previous project coordination and project management responsibilities included numerous duties in this fast-paced environment such as assembly of technical submittals and operation and maintenance manuals, schedule load and offload of equipment within our yard and the customer site, maintain expense, production, delivery, and bid reports, open, close and balance project monies and work orders, issue purchase orders and maintain inventory for audit in addition to daily customer relations.***

Denver, CO  
Grand Junction, CO  
Phoenix, AZ  
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Reno, NV  
El Paso, TX  
Salt Lake City, UT

Rock Springs, WY  
Gillette, WY







Cummins Rocky Mountain LLC  
651 North 101<sup>st</sup> Avenue  
Avondale, AZ 85323

## Christine Whitfill

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Service Coordinator

#### Responsibilities:

The Service Coordinator position is responsible for the scheduling technician activities for both service and maintenance. safety and related administrative duties. The person greets our customers, determines their needs, and then initiates, monitors, communicates and finalizes our repair process. Additionally, this person is responsible for invoicing, reporting, customer communications and customer satisfaction.

#### Qualifications:

- ✓ Greets customers at the service counter and on the phone..
- ✓ Initiates and schedules work orders.
- ✓ Communicate with customer and technicians throughout service repair cycle.
- ✓ Work as a team to resolve any service issues for the customers.
- ✓ Reviews work orders to ensure accuracy for invoicing.
- ✓ Closes out work orders and invoices the customer.

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## Patrick Sherman

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Service Coordinator

#### Responsibilities:

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## David "Smiley" Heer

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

#### Responsibilities:

Our technicians are responsible for troubleshooting and completing repairs in the field while maintaining clean, safe working conditions. Possess a detailed knowledge of engines, generators and load transfer equipment and a proficiency in troubleshooting and repair of equipment using standard safety procedures.

#### Qualifications:

- ✓ Ability to collect, analyze and draw conclusions from data.
- ✓ Ability to influence individuals and teams to follow documented procedures.
- ✓ Technical experience in standby power generation service business to gensets, switchgear, and paralleling systems.
- ✓ Well versed in electrical production theory and application.
- ✓ Possess detailed knowledge of engine/gensets, gas and diesel engines, auxiliary support equipment and transfer equipment.
- ✓ Ability to utilize control schematics and wiring diagrams to troubleshoot and repair genset and transfer switch controls.

***Cummins Rocky Mountain has a membership in EGSA and provides continuous training and certification for each technician through internal and Cummins PowerGeneration Factory Training.***

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## Ray Garcia

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

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## Pat Santos

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

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## Steven Booth

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

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## Daniel Bonnett

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

#### Responsibilities:

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## Brian Anderson

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

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## Anthony Montano

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

#### Responsibilities:

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## Tony DeSousa

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

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## Lloyd Allen

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

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## Jon Webber

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

#### Responsibilities:

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## Jarrad Lewis

### PROFESSIONAL EXPERIENCE

Cummins Rocky Mountain, LLC.

Technician

#### Responsibilities:

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May 15, 2017

City of Peoria  
9875 N 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345-6560

Attn: Christine Finney

Subject: Understanding and Approach - Generators  
Solicitation Number P17-0012 Facilities Supplies and Services

Cummins Inc. is a premier power generation systems and engine distributor committed to delivering fast, comprehensive and proven maintenance solutions to its customers. We can customize a planned maintenance program to meet your specific needs.

Preventive maintenance for diesel and gas engine generators plays a critical role in maximizing reliability, minimizing repairs and reducing long term costs. By following generally recognized engine maintenance procedures and specific manufacturer recommendations for your application you'll be assured that your generator system will start and run when you need it most.

A systematic and customized planned maintenance program with factory trained technicians is the optimum method to enhance the reliability of your generator set and transfer switches. Periodic inspections, routine maintenance and performance testing are critical components of a comprehensive preventive maintenance program.

Because of the durability of diesel and gas industrial engines used in generators most maintenance is preventive in nature. Preventive generator set engine maintenance consists of the following operations:

- General inspection
- Lubrication service
- Cooling system service
- Fuel system service
- Servicing and testing starting batteries
- Regular generator set and transfer switch exercise

Respectfully,

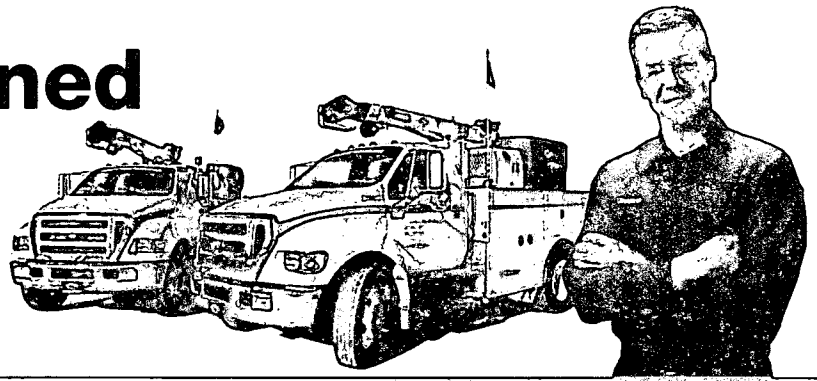
A handwritten signature in black ink, appearing to read "Rebecca McKinnon".

Rebecca McKinnon  
Preventative Maintenance and Service Sales  
Cummins Inc.  
Power Generation Division

Cummins Sales and Service  
390 Interlocken Crescent, Suite 200  
Broomfield, CO 80021  
303 287 0201  
salesandservice.cummins.com

Service Locations: Phoenix, AZ, Mesa, AZ, Denver, CO, Grand Junction, CO,  
Boise, ID, Billings, MT, Missoula, MT, Albuquerque, NM, Farmington, NM, Elko, NV,  
Boise, ID, North Las Vegas, NV, Reno, NV, Minot, ND, Salt Lake City, UT,  
Gillette, WY, Rock Springs, WY

# Generator Planned Maintenance



## Scope of Work

Our energy working for you.™



**Rocky  
Mountain**

## Inspection

- Check engine oil and coolant for proper levels and condition
- Check air filter and crankcase breathers. Replace with customer's approval (Add. Cost)
- Visually inspect belts
- Inspect wiring and connections
- Check governor operation, stability linkage and oil
- Check fuel tanks, pumps and lines for leaks or damage
- Check engine heaters, radiator, hoses and heat exchanger for leaks and condition
- Check condition of batteries (load test) electrolyte level and charge rate
- Start and run engine, check temperatures and pressures
- Check unit for proper frequency and voltage
- Submit a report to owner, and advise of any further work recommended

## Optional Services

- Load banks
- Fuel sample analysis
- Oil and coolant sample analysis

## Full Service

- Replace engine lubricating oil and remove used oil from premises
- Replace oil, fuel and coolant filters, add corrosion inhibitor as needed
- Replace lube oil in hydraulic governors (if applicable)
- Natural Gas/LPG fueled engines – check all sparkplugs, ignition condenser, cap rotor, wires, and points. Replace when necessary, with customer's approval (Additional cost)
- Check air filter and crankcase breathers. Replace with customer's approval (Additional cost)
- Visually inspect belts
- Inspect wiring and connections
- Check governor operation, stability, linkage and oil
- Check fuel tanks, pumps and lines for leaks or damage
- Check engine heaters, radiator, hoses and heat exchanger for leaks and condition
- Check condition of batteries (load test) electrolyte level and charge rate
- Start and run engine, check temperatures and pressures
- Check unit for proper frequency and voltage
- Submit a report to owner, and advise of any further work recommended.

**Cummins Onan**



## DESCRIPTION OF SERVICES

**Minor (Level 1, L1) Service;** The primary intent of this service level is to allow the factory certified technician to do a close inspection of the generator set and transfer switch(s). Inspection of individual systems is typically performed, e.g. lube oil level and condition, radiator level and field test of DCA concentration of the coolant charge, load test and specific gravity of the batteries, charge rate of the battery charging system, condition of belts and hoses, condition, operability and performance of the jacket water keepwarm system and protective devices (alarms and shutdowns) are all examples of minor service activity. Included also would be checks and settings of the automatic transfer switch functions, indicator lights function and programmed transition settings. Minor service generally includes; fluid top-off (battery electrolyte, oil and coolant) and replacement of minor items such as indicator lights. These inspections and tests allow for real adjustment of the transfer switch functions and for a close inspection of the generator set performance.

**Major (Level 2, L2) Service;** The primary intent of this service level is to allow the technician to do all items done with the minor service and perform a full service to the generator set engine generally including but not limited to; change oil and oil filters, general lubrication, change based on condition and/or service the air filter(s) elements (dry type elements; oil bath and oil wetted filters have the oil changed) , change the fuel filters and clean the fuel strainers if any, possibly change and/or adjust (if used) the coolant filters for DCA addition on an automatic basis. Spark ignited engine driven generators (natural gas, propane and gasoline fuels) may also include changing some ignition components such as spark plugs. Major service may also include taking oil and coolant samples for lab analysis. Fuel sampling is restricted to diesel fueled generators only and can be performed as an additional service and cost.

**Load Bank Testing;** This item may or not be done with a scheduled service. A load bank is a synthetic load imposed on the generator via a resistor bank. The load bank and cables necessary to connect to the genset are trailer mounted for towing behind a service vehicle. Load bank testing is done to primarily insure combustion chamber and exhaust system cleanliness and to minimize carbon build up that results from operation under little or infrequent loads. This test is done based on field analysis of the generator set condition or by request, regulatory or other requirement or recommendation.

**General Items;** Depending on the particular installation other items may be included in the service levels; checks and adjustments of day tank operation, checks and adjustments of multiple transfer switches, bypass switches and paralleling switchgear are examples. Service logs and



checklists should be consulted to determine site specific items. Replacement of consumable items on a progressive basis, such as batteries and jacket water heaters may be included and are generally determined at contract inception.

**Utility Failure During Scheduled Service;** Failure of the utility (normal power source) during a scheduled service is very rare. Service scheduling is done to minimize the impact to a specific owner when the unit is out of service for maintenance or repair. No service work starts if there is a particular known possibility that a utility failure could occur such as during a severe weather situation. Utility failures can happen for a variety of reasons even in the best of weather conditions. To mitigate the impact the alternatives are; rental generators brought in while the owner's unit is serviced or multiple backup generators that are serviced at separate times but have the appropriate switchgear arrangement. These are expensive alternatives and present their own logistical problems. If in the course of a scheduled service a utility failure occurs the owner's representative must advise the service representative as quickly as possible. Depending on the service activity in process, if the generator set has been disabled or the controls turned off, it may be that the generator set can be returned to service within a very few minutes. If the incident happens while oil is being drained or pumped from the crankcase the technician will do whatever is needed to return the unit to service as quickly as possible. This time frame will vary with many factors; size of the unit and oil capacity, number of filters and time to get filters back on, filter arrangement and unit location. It is therefore recommended that the UPS systems be sized so that after a determination of what time frame it takes to do a major service at a particular installation is known the UPS could carry the critical loads while the generator set is returned to service.

## CUMMINS / ONAN POWER GENERATION MAINTENANCE GUIDELINES

Maintenance Checks	Service Intervals					
	Daily or after 8 hours	Weekly or after 50 hours	Monthly or after 100 hours	Bi-annually or after 250 hours	Yearly or after 500 hours	Every 2 years or after 1000 hours
<b>Visual Inspection:</b>						
Visually Inspect Genset	X <sub>(1)</sub>					
Visually Inspect Drive Belt	X <sub>(5,8)</sub>					
Check Oil Level	X					
Check Heater	X					
Check Fuel Level & System	X					
Check Air Cleaner (clean if required)		X <sub>(2)</sub>				
Check Battery Charging System		X				
Drain Fuel Filter (if equipped)		X <sub>(4,5)</sub>				
<b>Technical Inspection (plus above):</b>						
Automatic System Test			X			
Check Anti-freeze and DCA Concentration			X <sub>(5)</sub>			
Check Drive Belt Tension			X <sub>(3,5)</sub>			
Drain Exhaust System & Condensate Trap			X			
Check Starting Batteries			X			
Check Radiator Hoses for Wear and Cracks			X			
Check Generator Air Outlet			X			
Check Sender Functionality			X			
<b>Annual Full Service (plus above):</b>						
Change Crankcase Oil and Filter				X <sub>(7)</sub>		
Change Coolant Filter				X <sub>(5)</sub>		
Change Fuel Filter				X <sub>(5)</sub>		
Clean Crankcase Breather				X <sub>(5)</sub>		
Sample Fuel, Oil and Coolant (on request for add'l charge)				X <sub>(7)</sub>		
<b>Performance Testing:</b>						
Full Load Test - Minimum 2 hours					X <sub>(9)</sub>	
Transfer Test (requires Customer Approval)					X	
<b>Two Year Full Service:</b>						
Change out Batteries						X
Replace Coolant and Clean/Flush Coolant System						X
Replace Hoses and Belts						X <sub>(5)</sub>
Overhead Set - Adjust						X <sub>(5)</sub>
<b>Notes:</b>						
<ol style="list-style-type: none"> <li>1. Check oil, fuel, cooling and exhaust system leaks. Check exhaust system audibly and visually with set running and repair any leaks immediately.</li> <li>2. Perform more often in extremely dusty conditions.</li> <li>3. Visually check belts for evidence of wear or slippage.</li> <li>4. Drain 1 cup or more of fuel to remove water and sediment.</li> <li>5. Refer to engine operation and maintenance manual for procedure.</li> <li>6. This procedure should be followed throughout the life of the generator, or if the generator has set idle for a period of time with no heater used. Contact your authorized service center.</li> <li>7. If genset is used for prime power, change oil and filters every month or 250 hours. If used for standby applications, change oil every 12 months or 250 hours, whichever comes first.</li> <li>8. Check drive belt tension after 8 hours of operation, thereafter, as noted in above table.</li> <li>9. To comply with NFPA 99 or 110, load testing is required. This test may require loadbanks.</li> </ol>						



May 15, 2017

City of Peoria  
9875 N 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345-6560

Attn: Christine Finney

Subject: Exceptions- Generators  
Solicitation Number P17-0012 Facilities Supplies and Services

The below exception is not part of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions.

**EXCEPTION** In Section Scope of Work, Item E – Repair Warranties – page 16 of 41.

**RESPONSE:** The following terms are made a part of, and are a condition of, CUMMINS' response to the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions. Should Cummins be awarded the contract, such award is acknowledgement that the following exceptions shall govern and replace the terms in the Request for Proposal No: P17-0012 the contrary:

**Scope of Work**

E. Repair Warranties: Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted in accordance within ninety (90) days from the final day of services rendered and any applicable manufacturer's warranty period commencing upon successful start-up and commissioning. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the City. Any replacement parts that fail during the warranty period shall be replaced at no charge to the City including all labor.

THIS SECTION E SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND/OR SERVICES UNDER THE AGREEMENT. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, AND ANY AND ALL WARRANTIES OF LAW ARE HEREBY DISCLAIMED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY. REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY FOR DEFECTS OR ERRORS IN WORKMANSHIP AND/OR MATERIALS.

Respectfully,

A handwritten signature in black ink, appearing to read 'Rebecca McKinnon'.

Rebecca McKinnon  
Preventative Maintenance and Service Sales  
Cummins Inc.  
Power Generation Division

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Cummins Inc**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**Box 3005, M/C60113**

**6** City, state, and ZIP code  
**Columbus, IN 47202-3005**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

**Employer identification number**

3	5	-	0	2	5	7	0	9	0
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ Angela A. Mastin Date ▶ 2/1/16

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



December 8, 2016



CUMMINS INCORPORATED - CONSOLIDATED  
CUMMINS INC  
2931 ELM HILL PIKE  
NASHVILLE TN 37214



## ARIZONA TRANSACTION PRIVILEGE TAX LICENSE

Congratulations! Enclosed is your Arizona Transaction Privilege Tax (TPT) license. Your TPT license expires at the end of the year and must be renewed annually by January 1.

### Information you need to file and pay successfully:

- Your Transaction Privilege Tax (TPT) license number is 21127214.** Always use this number in all correspondence or contact with us. Your business start date is **January 1, 2017**.
- Your filing frequency is MONTHLY.** Your filing frequency is based on the amount of gross income you can reasonably expect to generate in your first 12 months of business. Once you begin filing returns, your frequency may change depending on the following thresholds below. You can always request to file more frequently.
  - Monthly – if 12 months of transaction privilege tax liability is more than \$8,000
  - Quarterly – if 12 months of transaction privilege tax liability is between \$2,000 and \$8,000
  - Annual – if 12 months of transaction privilege tax liability is less than \$2,000
- Report your Transaction Privilege, Use, and Severance Tax (TPT) using the Arizona TPT reporting form.** You will report business activity for all locations and classifications on this form. Use the TPT form to calculate the tax due. The TPT form will be preprinted with the business codes and tax regions listed on your license. A paper TPT form will be mailed to you. However, if you do not receive the form in time to file by the due date, the TPT form is available to download from the Forms section at [www.azdor.gov](http://www.azdor.gov). You must file a TPT form even if you have no sales or tax to report for the tax period. Refer to the TPT instructions for more information.
- Due Date for filing TPT form is the 20th of the month.** For taxpayers filing by mail or in person, the TPT form must be received by the Department on or before the second to the last business day of the month. A business day is any day except Saturday, Sunday, or a legal Arizona state holiday.
- Three-digit Location Code** is printed on your license. You will use this number to report activity by location on your TPT tax form.
- If you have more than one location you are required to file electronically.** For additional information on filing and payment options, including on-line services, and forms, visit our website at [www.aztaxes.gov](http://www.aztaxes.gov).
- A Business Account Update form must be completed if you have changes:** Business name, mailing address, business location, rental location, owner or officer. The Business Account Update form 10193 is available online. Please note one or more fees may apply with some changes. Refer to the Business Account Update form 10193 instructions for more information.

Please note additional information enclosed that will assist you with doing business in the State of Arizona.

### Important Reminders

#### Transaction Privilege Tax

- \* Remember you must file a TPT form by the due date regardless of whether or not you have any sales or tax to report.
- \* Estimated transaction privilege tax must be paid in June for all businesses with an annual liability of \$1,000,000 or more.

#### Withholding Tax

- \* If you file an A1-QRT, an Arizona Withholding Reconciliation Form A1-R is required. This form is filed for the calendar year and is due by February 28 following the calendar year for which payments were made.
- \* Go to [www.azdor.gov](http://www.azdor.gov) for information about other Arizona withholding options and for reporting and payment information.

### Electronic Services

- \* Enroll to file and pay your taxes online using [www.aztaxes.gov](http://www.aztaxes.gov).
- \* It is fast, free, and secure.
- \* You can use ACH debit, credit card, debit card, and e-check as payment options.
- \* You get instant confirmation of your transaction and payment.
- \* A complete record is kept of your transactions.
- \* Use [www.aztaxes.gov](http://www.aztaxes.gov) for TPT license verification and Tax Rate Look Up.
- \* Send an inquiry via the Message Center on your AZTaxes.gov account.
- \* You can make estimated tax payments, extension payments, or tax liability payments for Individual income tax (no enrollment is necessary).

### How to Contact Us

#### By Phone

(602) 255-3381 or (800) 352-4090 toll free from area codes 520 and 928.

#### Office Locations

1600 W. Monroe – Phoenix 85007  
400 W Congress – Tucson 85701  
1840 S Mesa Dr., Building #1352 – Mesa 85210

#### Office Hours

8:00 a.m. to 5:00 p.m. Monday through Friday.

### Arizona Department of Economic Security Unemployment Insurance [www.azdes.gov/esa](http://www.azdes.gov/esa)

PO Box 6028  
Phoenix, AZ 85005  
(602) 771-6602

For information about other state agencies, please visit us online at [www.azdor.gov](http://www.azdor.gov) to access the Licensing Guide in the business menu.



ARIZONA DEPARTMENT OF REVENUE  
ATTN: Customer Care and Outreach  
PO BOX 29032  
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE  
**TRANSACTION PRIVILEGE TAX LICENSE**  
**NOT TRANSFERABLE**

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2017

ISSUED TO: CUMMINS INCORPORATED –  
CONSOLIDATED  
CUMMINS INC  
500 JACKSON ST. MC60113  
COLUMBUS IN 47201

ALL communications and  
reports MUST REFER to  
this LICENSE NO.

▶ **LICENSE: 21127214**  
**START DATE: 01/01/2017**  
**ISSUED: 12/08/2016**  
**EXPIRES: 12/31/2017**

LOCATION: CODE 002  
CUMMINS INC  
440 E. JUANITA AVE  
MESA AZ 85204-6522  
1600048153462

BUSINESS CODE	REGION	JURISDICTION
014 – PERSONAL PROPERTY RENTAL	MAR – MARICOPA	COUNTY
017 – RETAIL	MAR – MARICOPA	COUNTY
029 – USE TAX	MAR – MARICOPA	COUNTY
017 – RETAIL	ME – MESA	CITY
029 – USE TAX	ME – MESA	CITY
214 – RENTAL, LEASING AND LICENSING	ME – MESA	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.





**DISCLAIMER**

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at [www.azroc.gov/Legal/Disclaimer.html](http://www.azroc.gov/Legal/Disclaimer.html)

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 233997 (Tuesday, April 25, 2017 2:41:12 PM)			
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class   Type   Entity	Issued/Renewal
Cummins Rocky Mountain LLC 651 N 101st Ave Avondale, AZ 85323-5300 Phone: (623) 474-2711	CURRENT	CR-5   DUAL   LLC	First Issued: 06/14/2007 Renewed Thru: 06/30/2017

License Class & Description **CR-5 GENERATOR START UP, MAINTENANCE AND REPAIR**

**Comments**

●[SUSPENDED LACK OF BOND 01/01/2015 - 02/19/2015]●[SUSPENDED LACK OF BOND 01/21/2014 - 02/27/2014]●[QP RESIGN LP 8/19/08]

**Qualifying Party and Personnel**

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Shaun Eric Kitto	Qual. Date 06/14/2007	Name Cummins Rocky Mountain LLC
Position QP/EMPLOYEE		Position MEMBER
Name Stephen Edward Abner		
Position FORMER QP/None	Inactivation Date 08/18/2008	

**Complaint Information**

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

<b>Open:</b>	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.					
<b>Closed Cases</b>							
<b>Disciplined:</b>	0	This is the number of complaints that resulted in discipline against this contractor.					
<b>Resolved/Settled/Withdrawn:</b>	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.					
<b>Denied Access:</b>	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.					
<b>Bankruptcy:</b>	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.					
<b>Bond [ 1 ] Information</b>							
<b>Number</b>	<b>Effective</b>	<b>Amount</b>	<b>Paid</b>	<b>Available</b>	<b>Company</b>	<b>Notes</b>	
09157858	02/19/2015	\$54,250.00	\$0.00	\$54,250.00	Fidelity And Deposit Company of Maryland		
<b>Bond [ 2 ] Information</b>							
<b>Number</b>	<b>Effective</b>	<b>Cancelled</b>	<b>Amount</b>	<b>Paid</b>	<b>Available</b>	<b>Company</b>	<b>Notes</b>
09124835	02/27/2014	01/01/2015	\$45,000.00	\$0.00	\$45,000.00	Fidelity & Deposit Co of Maryland	
<b>Bond [ 3 ] Information</b>							
<b>Number</b>	<b>Effective</b>	<b>Cancelled</b>	<b>Amount</b>	<b>Paid</b>	<b>Available</b>	<b>Company</b>	<b>Notes</b>
04022700	06/14/2007	01/17/2014	\$45,000.00	\$0.00	\$45,000.00	FIDELITY & DEPOSIT CO OF MD	

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CUMMINS INC.

[Work Orders]

See following pages (to be attached subsequent to execution).