



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Samuel Chavira
Councilmember Gary Sherwood
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, November 10, 2015

6:00 PM

Council Chambers

Voting Meeting

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

APPROVAL OF THE MINUTES OF OCTOBER 13, 2015 VOTING MEETING

- 1. 15-716** APPROVAL OF THE MINUTES OF OCTOBER 13, 2015 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

Attachments: Meeting Minutes of October 13, 2015

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

2. **15-691** APPROVE SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF PERPETUAL HELP
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Application
Calls for Service

3. **15-685** APPROVE LIQUOR LICENSE NO. 5-17717, LA RUBIA Y LA MORENA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map
Calls for Service

4. **15-686** APPROVE LIQUOR LICENSE NO. 5-17739, Z MART
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map
Calls for Service

5. **15-687** APPROVE LIQUOR LICENSE NO. 1-33863, PIZZA OLD ROMA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map
Calls for Service

6. **15-688** APPROVE LIQUOR LICENSE NO. 5-17725, WINGSTOP
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map
Calls for Service

7. **15-604** AUTHORIZATION TO RATIFY AND RENEW THE AGREEMENT WITH APPLICATION SOFTWARE, INC., DOING BUSINESS AS ASIFLEX
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Attachments: Original Administrative Services Agreement
Amendment No. 3

8. **15-719** REQUEST TO APPROVE CHANGE TO HUMAN RESOURCES POLICY 301 – COMPENSATION AND CLASSIFICATION TO INCLUDE HOLIDAY AND HOLIDAY SPECIAL HOURS TO THE OVERTIME CALCULATION FOR EMPLOYEES
Staff Contact: Jim Brown, Director, Human Resources and Risk

Management

Attachments: Human Resources No. 301 - Compensation and Classification

9. **15-700** AWARD OF BID RFP 16-06, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FESTIVAL SHUTTLE SERVICES FOR GLENDALE GLITTERS, GLENDALE GLITTER & GLOW AND GLENDALE CHOCOLATE AFFAIRE FROM INDUSTRIAL BUS LINES DOING BUSINESS AS ALL ABOARD AMERICA!
Staff Contact: Laurie Sapp, Assistant Communications Director

Attachments: Agreement
Bid Tabulation

10. **15-690** AWARD OF BID IFB 16-05, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FOUNDRY-METAL CASTING SERVICES FROM GRATE SOLUTIONS COMPANY, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: IFB 16-05 Agreement
Bidder Sheet
Bidder's Tab

11. **15-692** AWARD OF BID IFB 16-05, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FOUNDRY-METAL CASTING SERVICES FROM DANA KEPNER COMPANY, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: IFB 16-05 Agreement
Bidder Sheet
Bidder's Tab

12. **15-693** AWARD OF BID IFB 16-05, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FOUNDRY-METAL CASTING SERVICES FROM NEENAH FOUNDRY COMPANY
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: IFB 16-05 Agreement
Bidder Sheet
Bidder's Tab

13. **15-694** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MGC CONTRACTORS, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR CONSTRUCTION OF THE THUNDERBIRD RESERVOIR IMPROVEMENTS
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Linking Agreement

14. 15-695 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH EUROFINS EATON ANALYTICAL, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR LABORATORY TESTING SERVICES
Staff Contact: Craig Johnson, P.E., Director, Water Services
Attachments: Linking Agreement
15. 15-696 AUTHORIZATION TO ENTER INTO A DESIGN AND CONSTRUCTION AGREEMENT WITH SALT RIVER VALLEY WATER USERS' ASSOCIATION FOR NEW INFRASTRUCTURE AT A REPLACEMENT WELL SITE
Staff Contact: Craig Johnson, P.E., Director, Water Services
Attachments: Design and Construction Agreement
16. 15-718 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ABM ELECTRICAL POWER SERVICES, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR REPAIR SERVICES AT VARIOUS WATER AND WASTEWATER FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Services
Attachments: Linking Agreement
17. 15-701 AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM PURCELL TIRES
Staff Contact: Jack Friedline, Director, Public Works
Attachments: IFB 16-14 Agreement and Bidding Schedule
18. 15-702 AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM CHARLIE CASE TIRE LLC, DOING BUSINESS AS COMMUNITY TIRES
Staff Contact: Jack Friedline, Director, Public Works
Attachments: IFB 16-14 Agreement and Bidding Schedule
19. 15-703 AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH FIVE G INC., FOR GUARD RAIL INSTALLATION, SERVICES AND ACCESSORIES
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Amendment No. 1
20. 15-704 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH WATER & ENERGY SYSTEMS TECHNOLOGY, INC.
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Linking Agreement
21. 15-705 AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GAVAN & BARKER, INC., FOR 2014-2015 DRAINAGE STUDIES
Staff Contact: Jack Friedline, Director, Public Works

- Attachments:** Amendment No. 2
22. **15-706** AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM REDBURN TIRE COMPANY
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** IFB 16-14 Agreement and Bidding Schedule
23. **15-708** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BASIN TREE SERVICE & PEST CONTROL, INC., DOING BUSINESS AS UNITED RIGHT OF WAY (URW), FOR LANDSCAPE SERVICES ALONG ROUTE US 60 (GRAND AVENUE)
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Agreement
Bid Tabulation
24. **15-710** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SOMERSET LANDSCAPE MAINTENANCE, INC., FOR LANDSCAPE SERVICES ALONG NORTHERN PARKWAY
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Agreement
Bid Tabulation
25. **15-711** AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM PHOENIX TIRE
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** IFB 16-14 Agreement and Bidding Schedule
26. **15-713** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF SHELVING FROM INTERIOR SOLUTIONS OF ARIZONA, LLC
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Linking Agreement
27. **15-714** AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE AGREEMENT FOR STREETLIGHT MAINTENANCE SERVICES WITH FLUORESCO LIGHTING-SIGN MAINTENANCE CORPORATION
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Amendment No. 3
28. **15-715** AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM ROBERTS TIRE SALES, INC.
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** IFB16-14 Agreement and Bidding Schedule

CONSENT RESOLUTIONS

29. 15-707 RESOLUTION 5034: AUTHORIZATION TO REVISE RATES AND CHARGES AT GLENDALE MUNICIPAL AIRPORT
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Resolution 5034
Airport Rates and Charges Table
30. 15-709 RESOLUTION 5035: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-90-X131 TO INCLUDE FUNDING FOR BUS ROUTES 59 AND 60
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Resolution 5035
Contract Change Order No. 1
31. 15-712 RESOLUTION 5036: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-57-X016 FOR BUS STOP ACCESSIBILITY ENHANCEMENTS
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Resolution 5036
Contract Change Order No. 1
32. 15-726 RESOLUTION 5037: AUTHORIZATION TO ENTER INTO A 24-MONTH AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE GLEN LAKES GOLF COURSE
Staff Contact: Erik Strunk, Director, Community Services
Attachments: Resolution 5037
Agreement
33. 15-721 RESOLUTION 5038: ADOPT A RESOLUTION OF SUPPORT FOR A FINANCIAL POLICY RELATED TO CASH AND BUDGET APPROPRIATION TRANSFERS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Attachments: Resolution 5038 with Exhibit A

ORDINANCES

34. 15-722 ORDINANCE 2967: FISCAL YEAR 2014-15 BUDGET AMENDMENTS – 4TH QUARTER
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Attachments: Ordinance 2967 with Exhibit A
35. 15-727 ORDINANCE 2968: FISCAL YEAR 2015-16 BUDGET AMENDMENTS

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Ordinance 2968 with Exhibit A

RESOLUTIONS

36. 15-729 RESOLUTION 5039: AUTHORIZATION TO ENTER INTO THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT AMONG THE CITY OF GLENDALE, THE TOHONO O'ODHAM NATION AND THE TOHONO O'ODHAM GAMING ENTERPRISE
Staff Contact: Michael D. Bailey, City Attorney

Attachments: Resolution 5039
First Amendment

NEW BUSINESS

37. 15-689 RESOLUTION 5040: 2015 SPECIAL RECALL ELECTION CANVASS OF VOTE
Staff Contact: Pamela Hanna, City Clerk

Attachments: Resolution 5040

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 15-716, Version: 1

APPROVAL OF THE MINUTES OF OCTOBER 13, 2015 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, October 13, 2015

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Samuel Chavira

Councilmember Gary Sherwood

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

Present: 7 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Councilmember Gary Sherwood, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Richard Bowers, Acting City Manager; Jennifer Campbell, Assistant City Manager; Tom Duensing, Interim Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

POSTING OF COLORS

The 388th Glendale Composite Squadron Civil Air Patrol Cadets presented the colors.

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

The invocation was offered by Chaplain David Barns from Luke Air Force Base.

CITIZEN COMMENTS

James Deibler, a Phoenix resident, said he would like the city to install a right turn arrow at 59th Avenue and Olive Avenue to assist students who walk and catch the bus at this intersection. He would also like to see red light cameras installed in that intersection as an added safety precaution. He also said he is looking for scholarships so he can continue with his schooling. He offered his condolences for the victims of the recent school shooting in Oregon.

Bill Demski, a Sahuaro resident, spoke about his city tax bill and said it went up again. He said this was a big deal. He also said the city's fire chief recently retired a millionaire. He said there are many other people who are hurting in the city. He said the city panders to the rich. He spoke about the fees paid by big business and the sports teams in the city. He discussed the deal the city renegotiated with the Coyotes.

Bob Steiger, a Sahuaro resident, said personal attacks on councilmembers are not allowed. He said it is disgusting to listen to comments from people who do not know what they are talking about.

APPROVAL OF THE MINUTES OF SEPTEMBER 15, 2015 SPECIAL VOTING MEETING AND SEPTEMBER 22, 2015 VOTING MEETING

1. [15-664](#) APPROVAL OF THE MINUTES OF SEPTEMBER 15, 2015 AND SEPTEMBER 22, 2015

Staff Contact: Pamela Hanna, City Clerk

Gary Hirsch, a Cactus resident, wished to speak about approval of the September 22, 2015 minutes. He said he understood the minutes were not meant to be recorded verbatim, but to capture the essence of the conversation. He read his statement from the September 22, 2015 minutes. He said his statement presented in those minutes is accurate and reflects what he stated. However, he said some additional comments with regard to Councilmember Sherwood's outstanding warrant with statewide extradition were not included. He said that warrant was issued on August 18, 2014 and it remained in force until bond was posted a few days before the September 22, 2015 meeting. He wanted this evening's minutes to reflect that Mr. Hirsch asked that the information regarding the arrest warrant being active for over a year be placed into the record.

Mr. Hirsch said he also wanted to thank the Council and City manager for addressing this matter expeditiously. He said the Council held a Special Meeting Workshop on October 9, 2015 to discuss the alleged violation of the guidelines by Councilmember Sherwood. He said he noticed when the meeting minutes came out, Councilmember Sherwood arrived late to the October 9, 2015 special meeting. He said six Councilmembers voted to enter into executive session, Councilmember Sherwood was absent for that vote. He assumed Councilmember Sherwood did attend at least part of the session, but the record reflects he was late. Mr. Hirsch appreciated the Council's efforts to look into this matter and he looked forward to a public report from the City Manager or City Council offices regarding the disposition of Councilmember Sherwood's conduct.

Mayor Weiers asked if there was a desire to reflect a change in the original information in the minutes.

A motion was made by Councilmember Aldama, seconded by Councilmember Chavira, that the minutes be amended, and approved as amended, to reflect additional information on a citizen's comments. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

BOARDS, COMMISSIONS AND OTHER BODIES**APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES**

PRESENTED BY: Councilmember Lauren Tolmachoff

2. [15-663](#) BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Aviation Advisory Commission

Paul Dagostino, Cholla appointment, 10-13-15 to 11-24-17

Walter Cheney, Barrel District reappointment, 11-24-15 to 4-6-16

Linda Yaeger, Chair, Sahuaro appointment, 11-24-15 to 11-24-16

Larry Rovey, Vice Chair, Yucca appointment, 11-24-15 to 11-24-16

Commissions on Persons with Disabilities

Robert Steiger, Sahuaro appointment, 10-13-15 to 2-27-17

Community Development Advisory Committee

Matthew Veraslis, Vice Chair, Sahuaro appointment, 10-13-15 to 4-26-16

General Plan Steering Committee

Emmanuel Allen, Cactus appointment, 10-13-15 to 1-1-16

Glendale Municipal Property Corporation

Art Dubliare, Cholla appointment, 12-1-15 to 12-1-16

Don Knafels, Cactus reappointment, 12-1-15 to 12-1-16

Leland Peterson, Cactus reappointment, 12-1-15 to 12-1-16

Roger Schweierjohn, Sahuaro appointment, 12-1-15 to 12-1-16

Leland Peterson, Chair, Cactus reappointment, 12-1-15 to 12-1-16

Library Advisory Board

Nikki Cabala, teen, Cholla appointment, 10-13-15 to 5-27-16

Mayor Weiers administered the oath to those Boards and Commission members present.

Mayor Weiers recognized former Vice Mayor Yvonne Knaack who was in the audience tonight.

A motion was made by Councilmember Tolmachoff, seconded by Vice Mayor Hugh, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

PROCLAMATIONS AND AWARDS

3. [15-674](#) RECOGNIZING THE CITY OF GLENDALE AS A RECIPIENT OF THE 2015 SECRETARY OF DEFENSE EMPLOYER SUPPORT FREEDOM AWARD

Staff Contact: Jessi Pederson, Chief of Staff

Presented and Accepted By: Office of the Mayor

Mayor Weiers said it was the Navy's 240th birthday. He recognized Chief Burris, an IT employee with the city, and Chief Furtillus, from the Navy Operational Support Center. Chief Burris presented a plaque to the city for its continued support of the Navy reserves.

Mayor Weiers read the Freedom Award recognition proclamation and presented the Freedom Award. He said this award is very special because city employees, who serve in the military reserves, nominated the city for its support of their military service.

CONSENT AGENDA

Mr. Bowers read Consent Agenda items 4 through 41.

Ms. Hanna read Consent Resolution items 42 through 52.

4. [15-627](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, CAUSE INC. FOUNDATION
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
5. [15-628](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, KIWANIS CLUB OF GLENDALE
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
6. [15-630](#) APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA HAMMERS SOCCER CLUB
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
7. [15-631](#) APPROVE LIQUOR LICENSE NO. 5-17610, PITA KABOB GRILL
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
8. [15-632](#) APPROVE LIQUOR LICENSE NO. 5-13878, FRESH HEALTHY CAFE
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
9. [15-633](#) APPROVE LIQUOR LICENSE NO. 5-14202, BEBE'S SOUTHERN COOKING
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
10. [15-634](#) APPROVE LIQUOR LICENSE NO. 3-1262, AJ MINIMART
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
11. [15-635](#) APPROVE LIQUOR LICENSE NO. 5-17589, ONE STOP CONVENIENCE STORE BEER AND WINE
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
12. [15-636](#) APPROVE LIQUOR LICENSE NO. 5-17727, DAVE & BUSTER'S
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.

13. [15-645](#) AUTHORIZATION FOR THE EXPENDITURE OF FUNDS TO INFOR PUBLIC SECTOR, INC., FOR THE CITY'S ANNUAL HANSEN MAINTENANCE RENEWAL
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
14. [15-623](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR EMPLOYEE BENEFITS CONSULTING SERVICES WITH THE SEGAL COMPANY, INC., DOING BUSINESS AS SEGAL WATERS CONSULTING
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
This agenda item was approved.
15. [15-666](#) POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
This agenda item was approved.
16. [15-676](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE CONTRACT EXTENSION FOR C-8926-3 ROOF RESIDENTIAL REPAIR PROGRAM AND RATIFICATION OF EXPENDITURES FOR JIM BROWN AND SONS ROOFING
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.
17. [15-611](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM THATCHER COMPANY OF ARIZONA, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
18. [15-612](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM DPC ENTERPRISES
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
19. [15-613](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM PENCCO, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.

20. [15-614](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM BRENNTAG PACIFIC, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
21. [15-615](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM HILL BROTHERS CHEMICAL COMPANY
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
22. [15-616](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM POLYDYNE, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
23. [15-617](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM RELIANT GASES, LTD
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
24. [15-618](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM CAL-PACIFIC CARBON, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
25. [15-619](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH KELLER ELECTRICAL INDUSTRIES, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE REPAIR SERVICES AT VARIOUS WATER AND WASTEWATER FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
26. [15-620](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PROMIUM, LLC AND APPROVE THE EXPENDITURE OF FUNDS FOR THE PURCHASE, INSTALLATION, IMPLEMENTATION, AND TRAINING OF A LABORATORY INFORMATION MANAGEMENT SYSTEM
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

27. [15-621](#) AUTHORIZATION TO RATIFY EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM CHEMTRADE CHEMICALS US, LLC
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

28. [15-622](#) AUTHORIZATION TO RATIFY EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM KEMIRA WATER SOLUTIONS, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

29. [15-643](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR FESTIVAL ADVERTISING, SPONSORSHIP AND OTHER PROMOTIONAL SERVICES WITH SCRIPPS MEDIA, INC., DOING BUSINESS AS KNXV-TV (ABC 15)
Staff Contact: Laurie Sapp, Assistant Communications Director

This agenda item was approved.

30. [15-640](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLE FROM DON SANDERSON FORD, INC.
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

31. [15-641](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BONDS ALARM CO. INC, FOR SECURITY ALARM SYSTEM MONITORING SERVICES
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

32. [15-642](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT FOR COOPERATIVE PURCHASE FROM CON-WAL INC., DOING BUSINESS AS SOUTHWESTERN SALES COMPANY, FOR LANDFILL ALTERNATIVE DAILY COVER TARP
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

33. [15-646](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLES FROM COURTESY CHEVROLET
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

34. [15-647](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF STREET SWEEPING SERVICES FROM C & S SWEEPING SERVICES, INC.
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
35. [15-648](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF EQUIPMENT FROM RDO EQUIPMENT COMPANY
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
36. [15-649](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF AUTOMOTIVE AND EQUIPMENT PARTS, TIRES AND ACCESSORIES WITH MOVING FORWARD ARIZONA, LLC, DOING BUSINESS AS NORTH VALLEY MOTOR SPORTS
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
37. [15-650](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLES FROM SAN TAN AUTO PARTNERS, LLC, DOING BUSINESS AS SAN TAN FORD
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
38. [15-651](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLES FROM DON SANDERSON FORD, INC.
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
39. [15-652](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLE LUBRICANTS FROM NORTH AMERICAN LUBRICANTS
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
40. [15-658](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BENSON SECURITY SYSTEMS, INC., FOR SECURITY ALARM SYSTEM PURCHASE, INSTALLATION AND MAINTENANCE SERVICES
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.

41. [15-659](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CITY WIDE PEST CONTROL, INC., FOR PEST CONTROL AND BEE REMOVAL SERVICES
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.

CONSENT RESOLUTIONS

42. [15-667](#) EXPENDITURE AUTHORIZATION FOR ANNUAL AMORTIZED EQUIPMENT AND DISPATCH COSTS FOR FISCAL YEAR 2015-16 WITH THE CITY OF PHOENIX FOR COMPUTER AIDED DISPATCH SERVICES
Staff Contact: Chris DeChant, Interim Fire Chief
Staff Presenting: Elio Pompa, Assistant Fire Chief

RESOLUTION NO. 5021 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING PAYMENT OF THE ANNUAL AMORTIZED EQUIPMENT AND DISPATCH COSTS FOR FISCAL YEAR 2015-2016 PURSUANT TO INTERGOVERNMENTAL AGREEMENT NO. 106007 WITH THE CITY OF PHOENIX PERTAINING TO PARTICIPATION IN THE PHOENIX FIRE DEPARTMENT REGIONAL SERVICE SYSTEM IN ORDER TO MORE EFFECTIVELY PROVIDE EMERGENCY FIRE, MEDICAL AND OTHER SERVICES.

This agenda item was approved.

43. [15-677](#) AUTHORIZATION TO ACCEPT FISCAL YEAR 2015-2016 STATE GRANTS-IN-AID AWARD ALLOCATION FOR THE GLENDALE PUBLIC LIBRARY SYSTEM
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 5022 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER FROM THE STATE OF ARIZONA DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS IN THE AMOUNT OF \$11,527 (ELEVEN THOUSAND, FIVE HUNDRED TWENTY SEVEN DOLLARS) FOR THE SGIA 2016 PROJECT.

This agenda item was approved.

44. [15-678](#) AUTHORIZATION TO RENEW AN INTERGOVERNMENTAL AGREEMENT EXTENSION OF ARIZONA DEPARTMENT OF TRANSPORTATION DATABASE ACCESS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

RESOLUTION NO. 5023 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A JOINT LETTER OF RENEWAL OF THE DATABASE ACCESS AGREEMENT WITH THE

ARIZONA DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION, EXTENDING THE CITY'S HUMAN RESOURCES DEPARTMENT'S ELECTRONIC ACCESS TO THE MOTOR VEHICLE DIVISION'S DATA BASE FOR THREE YEARS.

This agenda item was approved.

45. [15-624](#) AUTHORIZATION TO ENTER INTO CONTRACT 2016-PT-013 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM OVERTIME EXPENSES

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5024 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FOR THE SUPPORT OF PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE SPEED ENFORCEMENT THROUGHOUT THE CITY OF GLENDALE.

This agenda item was approved.

46. [15-625](#) AUTHORIZATION TO ENTER INTO CONTRACT 2016-OP-003 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE OCCUPANT PROTECTION ENFORCEMENT OVERTIME EXPENSES

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5025 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE OCCUPANT PROTECTION ENFORCEMENT AND EDUCATION THROUGHOUT THE CITY OF GLENDALE.

This agenda item was approved.

47. [15-626](#) AUTHORIZATION TO ENTER INTO CONTRACT 2016-405d-002 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR DRIVING UNDER THE INFLUENCE/IMPAIRED DRIVING ENFORCEMENT OVERTIME EXPENSES

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5026 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE DUI/IMPAIRED DRIVING ENFORCEMENT THROUGHOUT THE CITY OF

GLENDALE.

This agenda item was approved.

48. [15-668](#) AUTHORIZATION TO ACCEPT A FEDERAL FISCAL YEAR 2015 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 150202-01 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5027 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150202-01) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE GLENDALE PD CBRNE/TACTICAL NEGOTIATIONS COMMAND VEHICLE PROJECT IN THE APPROXIMATE AMOUNT OF \$185,000 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

49. [15-669](#) AUTHORIZATION TO ACCEPT A FEDERAL FISCAL YEAR 2015 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 150808-01 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5028 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150808-01) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE PHOENIX UASI TERRORISM LIAISON OFFICER PROJECT IN THE APPROXIMATE AMOUNT OF \$5,946 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

50. [15-670](#) AUTHORIZATION TO ACCEPT A FEDERAL FISCAL YEAR 2015 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 150808-02 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5029 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150808-02)

FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE PHOENIX UASI RAPID RESPONSE TEAM PROJECT IN THE APPROXIMATE AMOUNT OF \$100,000 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

51. [15-672](#) AUTHORIZATION TO ACCEPT A FISCAL YEAR 2015 GRANT AWARD FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND ENTER INTO AGREEMENT 2015-DJ-BX-0835 FOR THE GLENDALE POLICE DEPARTMENT EDWARD BYRNE MEMORIAL JAG PROJECT

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5030 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FY 2015 GRANT AWARD (AGREEMENT NO. 2015-DJ-BX-0835) FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, TO ASSIST WITH THE JAG PROJECT IN THE APPROXIMATE AMOUNT OF \$85,149 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

52. [15-673](#) AUTHORIZATION TO ACCEPT A FISCAL YEAR 2015 GRANT AWARD FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND ENTER INTO COOPERATIVE AGREEMENT 2015-DE-BX-K060 FOR THE GLENDALE POLICE DEPARTMENT BODY-WORN CAMERA PROJECT

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5031 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FY 2015 GRANT AWARD (AGREEMENT NO. 2015-DE-BX-K060) FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, TO ASSIST WITH THE GLENDALE POLICE DEPARTMENT BODY WORN CAMERA PROJECT IN THE APPROXIMATE AMOUNT OF \$449,986 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Councilmember Sherwood, seconded by Councilmember Chavira, to approve the recommended actions on Consent Agenda Item Numbers 4 through 41 and Consent Resolutions 42 through 52. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

ORDINANCES**53. [15-653](#) ABANDONMENT OF A PUBLIC WATER LINE EASEMENT AND THE ACCEPTANCE OF A NEW WATER LINE EASEMENT AT ORCHARD POINTE AT ARROWHEAD**

Staff Contact: Jack Friedline, Director, Public Works

Mr. Friedline said staff is requesting Council approval to abandon a public water line easement and accept a new water line easement at Orchard Pointe at Arrowhead, located at 17200 N. 67th Avenue. He said the existing water line falls underneath the proposed building and there are no city water lines within this easement. The new water line will meet the demands and the Fire Protection City Codes. The owner is granting a new easement concurrent with the city abandoning the old easement. Staff recommends abandonment of the old public water line easement and acceptance of the new water line easement. There are no costs and no impact on staff or city service levels.

ORDINANCE NO. 2962 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF A WATER LINE EASEMENT AND ACCEPTANCE OF A NEW WATER LINE EASEMENT AT 17200 NORTH 67TH AVENUE; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

A motion was made by Councilmember Sherwood, seconded by Vice Mayor Hugh, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

54. [15-654](#) ABANDONMENT OF A SEWER LINE EASEMENT AT DOLLAR SELF STORAGE

Staff Contact: Jack Friedline, Director, Public Works

Mr. Friedline said staff is requesting Council approval to abandon a sewer line easement at Dollar Self Storage, at 10550 N. 51st Avenue. The owner is requesting abandonment of the sewer line easement as it falls under a new building and must be abandoned. A new sewer main easement has been recorded with the County Recorder's Office. Staff recommends abandonment of the old public sewer line easement and acceptance of the new sewer line easement. There are no costs and no impact on staff or city service levels.

ORDINANCE NO. 2963 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF A SEWER LINE EASEMENT LOCATED AT 10550 NORTH 51st AVENUE; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

A motion was made by Councilmember Chavira, seconded by Vice Mayor Hugh,

that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

55. [15-655](#)

ACCEPTANCE OF A WATER LINE EASEMENT AT ASPERA

Staff Contact: Jack Friedline, Director, Public Works

Mr. Friedline said staff is requesting Council approval to accept a water line easement at Aspera. The developer of the lot at 75th Avenue and Beardsley Road has constructed new public water lines and these water lines will meet the demand for water and city Fire Codes for future development of this lot. The Community Church of Joy LLC is granting the city an easement to maintain, operate and repair the new water line. Staff recommends acceptance of the new water line easement. There are no costs and no impact on staff or city service levels.

ORDINANCE NO. 2964 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WATER LINE EASEMENT LOCATED ON LOT 3A OF ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

56. [15-656](#)

ACCEPTANCE OF A SEWER LINE EASEMENT AT ASPERA

Staff Contact: Jack Friedline, Director, Public Works

Mr. Friedline said staff is requesting Council approval to accept a sewer line easement at Aspera. The developer of the lot 3A at 75th Avenue and Beardsley Road has constructed new public sewer lines and these sewer lines will meet the demand for future development of this lot. The Community Church of Joy LLC is granting the city an easement to maintain, operate and repair the new sewer line. Staff recommends acceptance of the new sewer line easement. There are no costs and no impact on staff or city service levels.

ORDINANCE NO. 2965 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A SEWER LINE EASEMENT LOCATED AT LOT 3A AT ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

A motion was made by Councilmember Turner, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

57. [15-657](#) ACCEPTANCE OF A WATER AND SEWER EASEMENT AT ASPERA
Staff Contact: Jack Friedline, Director, Public Works

Mr. Friedline said staff is requesting Council approval to accept a water and sewer easement at Aspera. The developer of the lot 3A at 75th Avenue and Beardsley Road has constructed new public water lines and new sewer line and these lines will meet the demand for water and City Fire Codes for future development of this lot. The water and sewer lines are parallel and will be located within the same easement. The Community Church of Joy LLC is granting the city an easement to maintain, operate and repair the new water and sewer lines. Staff recommends acceptance of the new water and sewer line easement. There are no costs and no impact on staff or city service levels.

ORDINANCE NO. 2966 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A CONVEYANCE OF A COMMON WATER AND SEWER LINE EASEMENT LOCATED ON LOT 3A OF ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

RESOLUTIONS

58. [15-698](#) AUTHORIZATION AND DIRECTION FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF BETHANY HOME ROAD AND 91ST AVENUE IN GLENDALE, ARIZONA
Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said there are two agreements for Items 58 and 59, which are very similar. He said he would highlight the provisions of note in both agreements. He said Item 58 references the property located at the southwest corner of Bethany Home Road and 91st Avenue and is approximately 72 acres. He said the purchase price for the property is \$15,526,542, and there will be a nonrefundable deposit to be paid by the city upon opening escrow of \$50,000. The agreement states escrow will close on November 16, 2015. Mr. Bailey explained the purchase of one property is contingent upon purchase of the other for Items 58 and 59. Per the agreement, the city is not allowed to flip the property for two years. If the property is sold before two years, the city shall share any profits above and beyond the purchase price with the current seller.

RESOLUTION NO. 5032 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACQUISITION OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF BETHANY HOME ROAD AND 91ST AVENUE IN GLENDALE, ARIZONA; AND DIRECTING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO EFFECTUATE SAID PURCHASE.

A motion was made by Councilmember Chavira, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

59. [15-699](#)

AUTHORIZATION AND DIRECTION FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MARYLAND AVENUE AND 91ST AVENUE IN GLENDALE, ARIZONA
Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said this property is at the southwest corner of Maryland and 91st Avenues and is about 21 acres. He said the price is \$6,812,106. He said the review period, closing and escrow is the same in both agreements. The sellers currently have personal property on this parcel of property. The city would grant the sellers the right to enter the property and to remove those items post-closing through January 8, 2016. He said the city agrees to put a sign on this property that would identify this lot was the original site of the Pendergast Dairy Farm, so long as the property was being used for city purposes. He said the agreement currently said the property is in good condition, but they were going to modify the agreement to state the property is in as-is-condition.

RESOLUTION NO. 5033 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACQUISITION OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MARYLAND AVENUE AND 91ST AVENUE IN GLENDALE, ARIZONA; AND DIRECTING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO EFFECTUATE SAID PURCHASE.

Mr. Bowers said this is a significant acquisition, he said the Pendergast family has deep and historical heritage with the city. He read a portion of a press release which talked about the Pendergast family farming the land and how the family is a part of the history of Glendale.

A motion was made by Councilmember Turner, seconded by Vice Mayor Hugh, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, to hold the next regularly scheduled City Council Workshop on Tuesday, October 20, 2015 at 1:30 p.m. in Room B-3 of the City Council Chambers, to be followed by an Executive Session pursuant to ARS 38-431.03, and further moved to vacate the regularly scheduled City Council Voting Meeting on Tuesday, October 27, 2015 due to the Rail-volution Conference, and further moved that we vacate the regularly scheduled City Council Workshop on Tuesday, November 3, 2015 due to the National League of Cities' Conference. The motion carried by the following

vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama thanked the members of the Armed Forces who work for the city for their service. He also thanked the Pendergast family for their contributions to the city.

Councilmember Chavira recognized the City, Police Department and Armed Forces personnel for their service. He said the award is well-deserved and is an honor. He thanked the Pendergast family for their contributions and foresight.

Councilmember Sherwood said shared the same thoughts as Councilmember Aldama and Councilmember Chavira regarding the employees who serve in the Armed Forces and the Pendergast Family's contributions to the city.

Councilmember Tolmachoff thanked the department heads, managers and other employees who work with the members of the military. She said it is important that those members serve their country. She also thanked Mr. Bailey and Mr. Bowers for bringing the land deal together in a short amount of time. She said the city is moving in the right direction.

Councilmember Turner said the Glendale Kiwanis Club is having their annual steak fry this Saturday, October 17th, at Sahuaro Ranch Park from 6 pm to 10 pm. He said former Vice Mayor Yvonne Knaack has been a leader in this organization for many years. He discussed a grant approved during the Consent Agenda for body cameras for the Police Department. He said this will help build a better understanding and mutual respect between the officers and the public. He said the acquisition of the Pendergast land is a great opportunity.

Vice Mayor Hugh said he will be hosting a Cactus district open house meeting on October 22, 2015 from 5 pm to 7 pm at Manistee Ranch. He also said Channel 11 filmed their Today Show at Apollo High School and it featured the school's homecoming. He said the school is very excited about this show. He thanked the camera crew who filmed this over several days for the good work they did. He thanked Mr. Bowers for bringing the Pendergast land sale to the Council for approval.

Mayor Weiers said the group that presented the colors this evening was Glendale's 388th Composite Squadron. They are high school kids and are very good and he said they are looking at an opportunity to go to Maxwell Air Force Base to participate in a national competition. He said they might be contacting the Councilmembers after their performance this evening. He said the sale of the Pendergast properties is big. He said this transaction will save the city money in bussing costs during football games and they will be able to fulfill the contracts the city has. He said this will be a tremendous savings for the city.

ADJOURNMENT

The meeting was adjourned at 7:27 p.m.



Legislation Description

File #: 15-691, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF PERPETUAL HELP

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for Our Lady of Perpetual Help, submitted by Catherine Lucero. The event will be held at Our Lady of Perpetual Help located at 5614 West Oranewood Avenue on Thursday and Friday, November 12 and 13 from 5 p.m. to 10 p.m.; Saturday, November 14 from 11 a.m. to 10 p.m.; and Sunday, November 15, 2015 from 9 a.m. to 10 p.m. The purpose of this special event liquor license is for fundraising at the Unity Fall Festival.

Background Summary

Our Lady of Perpetual Help is zoned R1-6 (Single-Family Residential) and located in the Ocotillo District. If this application is approved, the total number of days expended at this location will be four of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Our Lady of Perpetual Help

SECTION 2 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 3 The organization is a: (check one box only)

- Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Unity Fall Festival
Address of Location: 5614 W. Orange Wood, Glendale, AZ 85301

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Lucero, Catherine

Last

First

Middle

Date of Birth

2. Applicant's mailing address: [REDACTED]

Street

City

State

Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (602) 931-7288

4. Applicant's email address: [REDACTED]

10/17/14

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Our Lady of Perpetual Help Percentage 100%
 Address 514 W Orangetwood, Glendale, AZ 85301
Street City State Zip

Name _____ Percentage _____
 Address _____
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

3 Number of Police 3 Number of Security Personnel Fencing Barriers

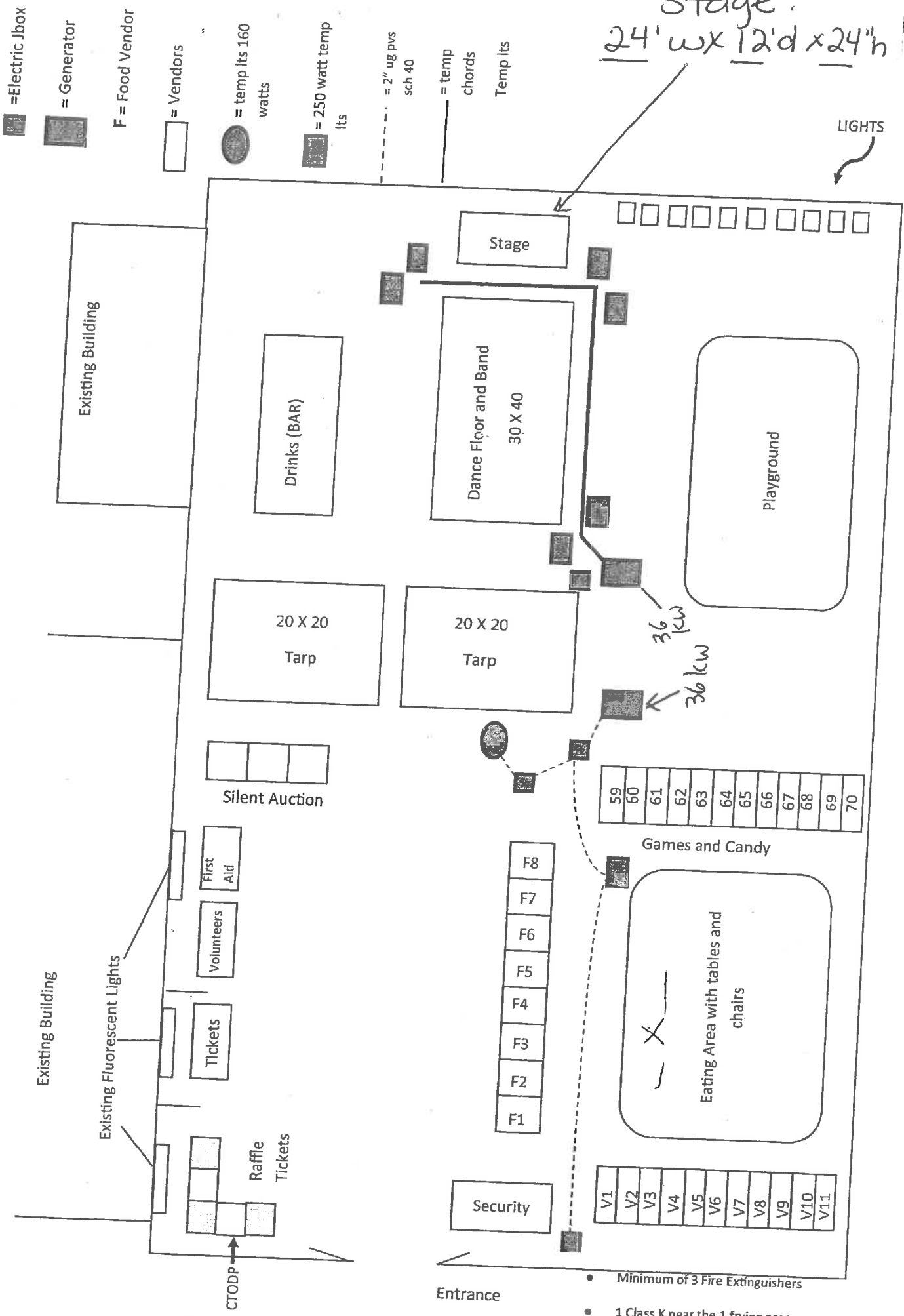
Explanation: _____

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>11-12-15</u>	<u>Thurs</u>	<u>5:00pm</u>	<u>10:00pm</u>
DAY 2:	<u>11-13-15</u>	<u>Friday</u>	<u>5:00pm</u>	<u>10:00pm</u>
DAY 3:	<u>11-14-15</u>	<u>Saturday</u>	<u>11:00am</u>	<u>10:00pm</u>
DAY 4:	<u>11-15-15</u>	<u>Sunday</u>	<u>09:00AM</u>	<u>10:00pm</u>
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Generator -
36 Kw - gas

OLPH Festival Map



Stage:
24' w x 12' d x 24" h

- = Electric Jbox
- = Generator
- F** = Food Vendor
- = Vendors
- = temp Its 160 watts
- = 250 watt temp Its
- = 2" ug pvs sch 40
- = temp chords

LIGHTS

- Minimum of 3 Fire Extinguishers
- 1 Class K near the 1 frying area

SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Catherine Licero declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

x CatherLicero Principal 10-6-15 023931-7288
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 6th October 2015
Day Month Year
State AZ County of MARICOPA

My Commission Expires on: 8-15-2019
Date

frances G Brito
Signature of Notary Public



SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Catherine Licero declare that I am the APPLICANT filing this application as
(Print full name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
complete.

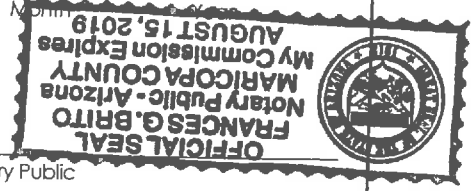
x CatherLicero Principal 10-6-15 623-871-283
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 6th October 2015
Day Month Year

State ARIZONA County of MARICOPA

My Commission Expires on: 8-15-2019
Date

frances G Brito
Signature of Notary Public



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

15-201

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 10-06-15

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New License

Business Name: **Our Lady of Perpetual Help**

Business Address: **5614 W. Oranewood Ave**

Applicant/s Information

Name: **Lucero, Catherine**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/6/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	3		
911 calls	3		
Trespassing			
Accidents			
Fraud / Forgery			
Threats	1		
Criminal damage			
Other non-criminal*	3		
Other criminal			
Total calls for service	10	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Proceeds from this Special Event go to Our Lady of Perpetual Help (100%).

Event is scheduled for 11-12-15 (Thurs) 11-13-15 (Fri), 11-14-15 (Sat), and 11-15-15 (Sun).

Current License Holder:

New License

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>10-6-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>10-7-15</u>



Legislation Description

File #: 15-685, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-17717, LA RUBIA Y LA MORENA

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a person-to-person transferable series 7 (Bar - Beer and Wine) license for La Rubia Y La Morena located at 6723 West Bethany Home Road. The Arizona Department of Liquor Licenses and Control application (No. 07070232) was submitted by Alfonso Romero.

Background Summary

The location of the establishment is in the Yucca District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 28,939. La Rubia Y La Morena is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	1
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	11
12	Restaurant	<u>2</u>
	Total	18

Pursuant to A.R.S. § 4-203(A), when considering this person-to-person transferable series 7 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, September 11 thru October 1, 2015.

15-181

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 09-23-15

License Type: **Series 7 Beer and Wine Bar (Beer and Wine Only)**

Definition: Allows for the sale of beer and wine only, on-premise consumption and packaged goods to go are allowed. Delivery service is allowed.

Application Type: **Person-to-Person Transfer**

Definition: The application process for conveying the ownership of a license from one person to another, within the same county.

Business Name: **La Rubia Y La Morena**

Business Address: **6723 W. Bethany Home RD**

Applicant/s Information

Name: **Romero, Alfonso**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/23/2010	Other Suites	New ownership call history beginning: 9/1/2015
Liquor Related	1		
Vice Related			
Drug Related	3		
Fights / Assaults	2		
Robberies			
Burglary / Theft	4		
911 calls	1		
Trespassing			
Accidents			
Fraud / Forgery			
Threats	1		
Criminal damage			
Other non-criminal*	5		
Other criminal	3		
Total calls for service	20	N/A	0

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

Though the applicant does not have any known felony convictions within the past five years, the applicant failed to disclose other criminal history as required by the liquor license application.

Current License Holder:

Margarita R Molina (Agent)
Grupo Molina LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>9-23-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. JOHN</u>	<u>9-24-15</u>



Legislation Description

File #: 15-686, Version: 1

APPROVE LIQUOR LICENSE NO. 5-17739, Z MART

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Z Mart located at 5103 West Peoria Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076705) was submitted by Suveg Singh.

Background Summary

The location of the establishment is in the Barrel District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 19,176. Z Mart is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

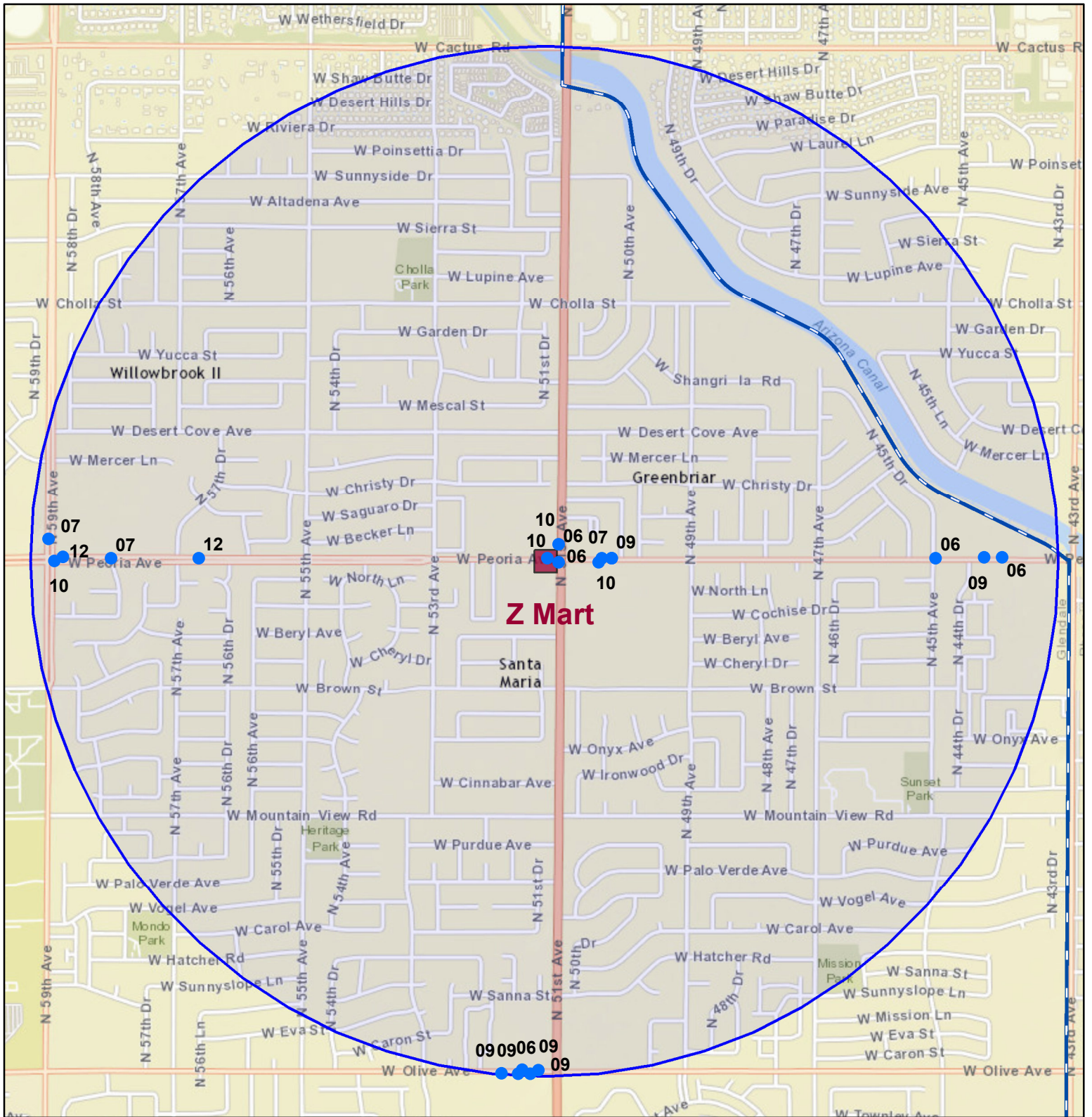
Series	Type	Quantity
06	Bar - All Liquor	5
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	6
10	Liquor Store - Beer and Wine	4
12	Restaurant	<u>2</u>
	Total	20

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 10 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, September 15 thru October 5, 2015.



BUSINESS NAME: Z Mart

LOCATION: 5103 W. Peoria Avenue

APPLICANT: Suveg Singh

ZONING: C-2

APPLICATION NO: 5-17739

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



15-182

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 09-23-15

License Type: **Series 10 Beer and Wine Store (Beer and Wine only)**

Definition: Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **New License**

Definition: New license

Business Name: **Z Mart**

Business Address: **5103 W. Peoria Ave**

Applicant/s Information

Name: **Singh, Suveg (Agent)**

Name: **Chopra, Tilak R.**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/23/2010	Other Suites	New ownership call history beginning: 9/9/2015
Liquor Related	4		
Vice Related			
Drug Related	2		
Fights / Assaults	4		
Robberies	5		
Burglary / Theft	33		
911 calls	2		
Trespassing	12		
Accidents	3		
Fraud / Forgery	3		
Threats	4		
Criminal damage	3		
Other non-criminal*	36		
Other criminal	1		
Total calls for service	112	N/A	0

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Hassan Mohamad Zeitoun (Agent)
Z Mart Inc. (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>9-23-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. - J. H.</u>	<u>9-21-15</u>



Legislation Description

File #: 15-687, **Version:** 1

APPROVE LIQUOR LICENSE NO. 1-33863, PIZZA OLD ROMA

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Pizza Old Roma located at 5740 West Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 1207A380) was submitted by Kolby Scott Waters.

Background Summary

The location of the establishment is in the Ocotillo District. The property is zoned PR (Pedestrian Retail). The population density within a one-mile radius is 15,931. This series 12 is a new license to this location, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

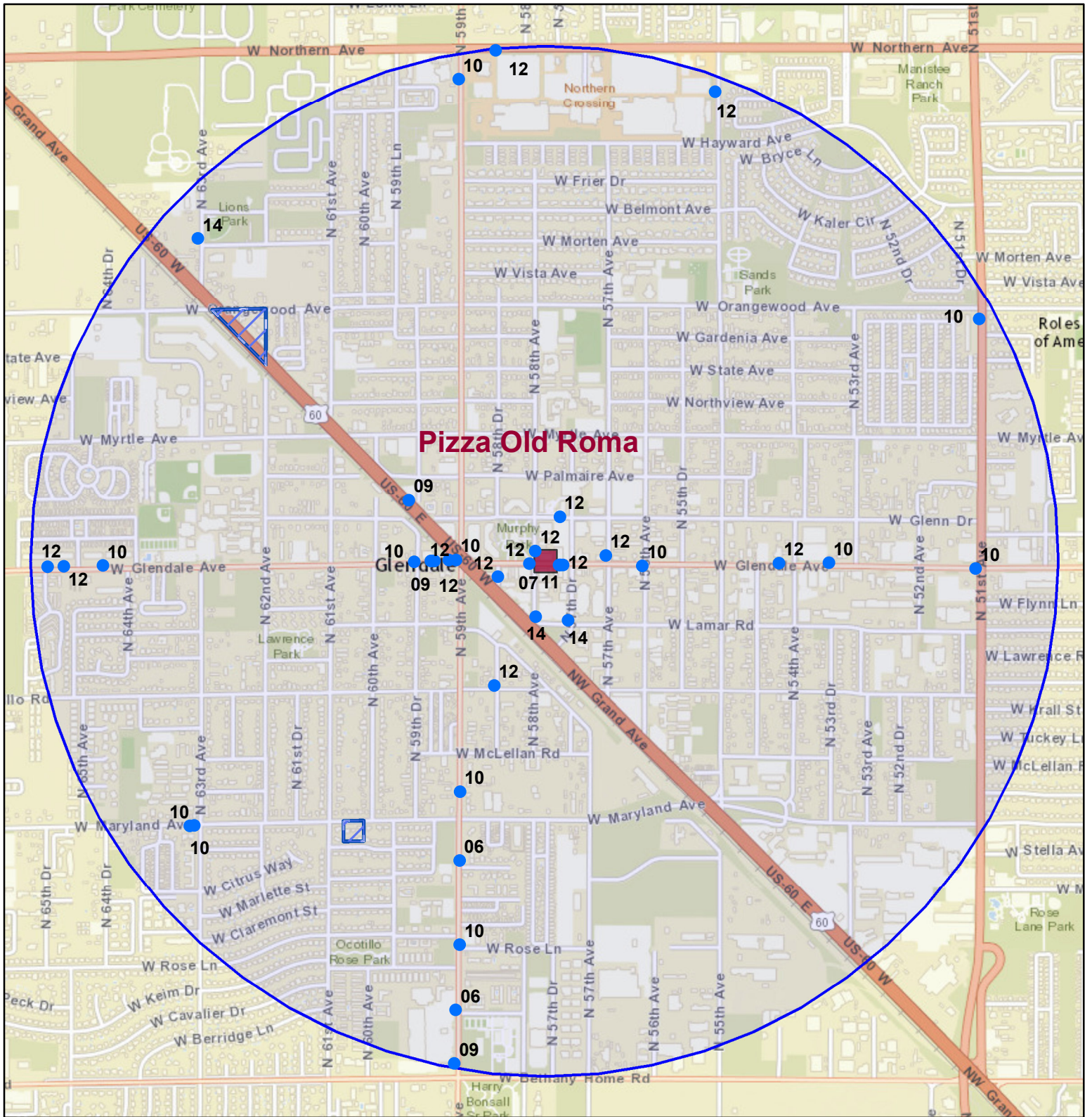
Series	Type	Quantity
06	Bar - All Liquor	2
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	12
11	Hotel/Motel	1
12	Restaurant	14
14	Private Club	<u>3</u>
	Total	36

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, September 16 thru October 6, 2015.



BUSINESS NAME: Pizza Old Roma

LOCATION: 5740 W Glendale Ave

APPLICANT: Kolby Scott Waters

ZONING: PR

APPLICATION NO: 1-33863

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



15-183

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 09-22-15

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New license

Business Name: **Pizza Old Roma**

Business Address: **5740 W. Glendale Ave**

Applicant/s Information

Name: **Waters, Kolby Scott**

Name:
Name:
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/22/2010	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	2		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	7		
Other criminal	1		
Total calls for service	10	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>9-23-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>9-24-15</u>



Legislation Description

File #: 15-688, Version: 1

APPROVE LIQUOR LICENSE NO. 5-17725, WINGSTOP

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval of a new, non-transferable series 12 (Restaurant) license for Wingstop located at 6702 West Camelback Road, Suite 103. The Arizona Department of Liquor Licenses and Control application (No. 1207A377) was submitted by Thomas Robert Aguilera.

Background Summary

The location of the establishment is in the Yucca District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 25,733. This series 12 is a new license to this location, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
07	Bar - Beer and Wine	1
10	Liquor Store - Beer and Wine	6
12	Restaurant	<u>2</u>
	Total	9

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, September 11 thru October 1, 2015.

15-180

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 10-06-15

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New license

Business Name: **Wingstop**

Business Address: **6702 W. Camelback RD.**

Applicant/s Information

Name: **Aguilera, Thomas Robert (Agent)**

Name: **Loflin, Charles Martin**

Name: **Davis, William Earl (Manager)**

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/5/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies		1	
Burglary / Theft		3	
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats		1	
Criminal damage			
Other non-criminal*		5	
Other criminal		1	
Total calls for service	0	11	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>10-6-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>10-6-15</u>



Legislation Description

File #: 15-604, **Version:** 1

AUTHORIZATION TO RATIFY AND RENEW THE AGREEMENT WITH APPLICATION SOFTWARE, INC., DOING BUSINESS AS ASIFLEX

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for City Council to ratify and renew the agreement with Application Software, Inc., doing business as ASIFlex, and authorize the Acting City Manager the option to extend the term of this agreement two (2) additional years in one (1) year increments.

Background

The City has utilized Application Software Inc., since July 1, 2008 to administer Health Care and Dependent Care Flexible Spending Accounts for the City. In the spring of 2013, Human Resources conducted an RFP process in conjunction with Segal Consulting, for a Flexible Spending Account administrator. Application Software Inc. was ultimately selected as the vendor that best matched both the needs of the employees and the City. The City entered into the existing contract with Application Software, Inc. on July 1, 2013. The contract had an initial one-year term beginning July 1, 2013 through June 30, 2014 and provided the option to extend for four (4) additional years in one (1) year increments.

Analysis

The original RFP requested that the City have the option to extend the term four additional years in one year increments based on satisfactory performance. Application Software, Inc. has been performing satisfactorily and therefore Human Resources is also requesting the City Council approve a new agreement to allow a renewal for two additional years in one year increments. This will ensure that the contract matches the intent of the RFP to provide Health Care and Dependent Care Flexible Spending Account administration through June 30, 2018.

Previous Related Council Action

On June 25, 2013, Council approved the contract with Application Software, Inc., which was effective July 1, 2013.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$13,818	2580-18210-530650, Benefits Administration Fees

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

City of Glendale

Administrative Services Agreement

This **Administrative Services Agreement** (the Agreement) is made and entered into as of this 1 day of July, 2013, by and between the City of Glendale (hereinafter Glendale) and Application Software, Inc. (hereinafter ASI).

Background

Check applicable boxes and attach Schedules

- For Cafeteria Plan.** GLENDALE has requested ASI to provide administrative services for the following Benefit Programs offered under an Internal Revenue Code § 125 Cafeteria Plan established by GLENDALE:
- Health Flexible Spending Arrangement (Health FSA) (Schedule A)
 - Dependent Care Assistance Program (DCAP) (Schedule B)

The Health FSA and DCAP will hereinafter be collectively referred to as the Program.

In consideration of the mutual promises and conditions contained in this Agreement, GLENDALE and ASI agree as follows:

Section 1

Effective Date and Term

Applies to All Services

1.1 Effective Date

The effective date of this Agreement is July 1, 2013 (Effective Date).

1.2 Term

The initial term of this contract shall be July 1, 2013 through June 30, 2014. GLENDALE shall have the right to extend the term of this agreement for four (4) additional years in one (1) year increments. ASI shall be notified in writing by GLENDALE of its intention to extend the contract period at least 30 calendar days prior to the expiration of the contract period. Price adjustments will only be reviewed during contract renewal. Either party shall have the right to terminate the contract at any time by providing 120 days written notice.

Section 2
Scope of Undertaking

Applies to All Services

2.1 Scope of Undertaking

GLENDALE has sole and final authority to control and manage the operation of the Program. ASI is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of GLENDALE. ASI and GLENDALE shall not be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor.

ASI does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by GLENDALE. ASI shall not in any way be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. ASI generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by GLENDALE under the Program.

Except as otherwise expressly set forth herein, nothing herein shall be deemed to constitute ASI as a party to the Program or to confer upon ASI any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program. Nothing in this Agreement shall be deemed to impose upon ASI any obligation to any employee of GLENDALE or any person who is participating in the Program (Participant).

2.2 Non-Discretionary Duties

Except as otherwise expressly set forth herein, the services to be performed by ASI under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Benefit Programs established by the GLENDALE.

2.3 Limited Fiduciary Duties (*Applies to Health FSA only*)

Notwithstanding the foregoing, pursuant to Section 405(c)(1) of ERISA, GLENDALE delegates to ASI certain functions which might be deemed to be of a fiduciary nature, including authority to determine claims for benefits as set forth in Section 4, and to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of GLENDALE for the payment of Program benefits claims as set forth in Section 6, as further modified by Schedule A.

The parties agree that ASI is fiduciary of the Program only to the limited extent necessary to perform such limited fiduciary duties as expressly delegated under this Agreement. ASI shall not be deemed a fiduciary in connection with any other duty or responsibility in the administration of the Program.

Section 3
GLENDALE's Responsibilities

Applies to All Services

3.1 General Fiduciary Duties

Except as otherwise specifically delegated to ASI in this Agreement, GLENDALE has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Program and making all determinations thereunder. GLENDALE gives ASI the authority to act on behalf of GLENDALE in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by GLENDALE and ASI. GLENDALE is considered the Plan Administrator and Named Fiduciary of the Program benefits which are subject to ERISA.

3.2 Funding

GLENDALE shall promptly fund an account maintained for the payment of Program benefits as described in Section 6.

3.3 Information to ASI

Upon request, GLENDALE agrees to provide ASI with information necessary for ASI's performance of duties and obligations under this Agreement, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. ASI shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of the GLENDALE or its agents. Such information shall be provided to ASI in the time and in the manner agreed to by GLENDALE and ASI. ASI shall have no responsibility with regard to benefits paid in error due to GLENDALE's failure to timely update such information.

GLENDALE also agrees to provide ASI with frequent updated reports summarizing eligibility data (Eligibility Reports). Eligibility Reports are not required to be made available more frequently than once a month. Unless otherwise agreed by GLENDALE and ASI, the Eligibility Reports should be provided to ASI by electronic medium. The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Program.

GLENDALE shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with ASI relating to the accuracy of any Eligibility Reports.

ASI incurs no liability to GLENDALE or any Participant as a consequence of an inaccurate Eligibility Report. Additionally, ASI is under no obligation to credit GLENDALE for any claims expenses or administrative fees incurred or paid to ASI as a consequence of GLENDALE failing to review Eligibility Reports for accuracy.

ASI shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information. Eligibility Reports are considered Protected Health Information (PHI) and, when transmitted by or maintained in electronic media shall be considered electronic PHI, and subject to the Privacy and Security Rules under HIPAA, and Section 5 of this Agreement.

3.4 Plan Documents

GLENDALE is responsible for the Program's compliance with all applicable federal and state laws and regulations and shall provide ASI with all relevant documents, including but not limited to, the Program documents and any Program amendments. GLENDALE will notify ASI of any changes to the Program at least 30 days before the effective date of such changes.

ASI may provide sample plan documents and forms for review by GLENDALE and GLENDALE's legal counsel, including plan document/summary plan description, election forms and other documents. ASI will customize such documentation only to the extent to incorporate GLENDALE's responses to certain plan design questions submitted by ASI. In addition, ASI will provide sample document changes to reflect revisions in applicable legislation or regulations. Although ASI has taken steps to ensure that its sample documents and forms are of high quality and generally comply with the applicable laws, it cannot be aware of all of the facts and circumstances that may apply to the GLENDALE or the Program.

GLENDALE acknowledges that ASI is not providing tax or legal advice and that GLENDALE should ask its legal counsel to review such documents for legal and tax compliance. GLENDALE bears sole responsibility for determining the legal and tax status of the Program. Further, ASI is not a law firm and has no authority to provide legal advice.

3.5 Liability for Claims

GLENDALE is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. ASI does not insure or underwrite the liability of GLENDALE under the Program. Except for expenses specifically assumed by ASI in this Agreement, GLENDALE is responsible for all expenses incident to the Program.

3.6 Financial and Medical Records

In order to permit GLENDALE and/or ASI to perform their obligations under this Agreement, personal financial records or medical records may be requested. If required by law or regulation, the GLENDALE must either, in accordance with applicable state and federal law:

- Notify each Participant and provide each Participant an opportunity to opt out (if required); or
- Obtain from each Participant written authorization for release of the requested records.

3.7 HIPAA Privacy

GLENDALE shall provide ASI with the following documents, where required or applicable:

- Notice of Privacy Practices;
- Any subsequent changes to the Notice of Privacy Practices;
- Certification that GLENDALE amended the plan document as regulated by the Privacy Rule to permit disclosure of PHI to GLENDALE for plan administrative purposes;
- Certification that GLENDALE agrees to the conditions set forth in the plan amendment;
- Copies of any authorizations of Participants or beneficiaries to use or disclose PHI (and any later changes to or revocations of such authorizations);
- Notice of any restriction on the use or disclosure of PHI that GLENDALE agrees to under the Privacy Rule; and
- Notice of any requests that communications be sent to a Participant or beneficiary by an alternative means or at an alternative location that GLENDALE agrees to under the Privacy Rule.

GLENDALE shall not request ASI to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by GLENDALE, except that ASI may use or disclose PHI for purposes of Data Aggregation and the management and administrative activities of ASI, as provided in Section 5 of this Agreement.

Section 4 ASI's Responsibilities

Sections 4.1 through 4.3 Apply to All Services

Sections 4.4 to 4.13 Apply to All Services

4.1 Delegated Responsibilities

ASI's responsibilities shall be as expressly delegated to ASI in this Agreement (including the obligations listed in any Schedule to this Agreement) or any other written and signed Agreement between GLENDALE and ASI. ASI generally provides certain reimbursement and recordkeeping services, as described further below.

4.2 Service Delivery

ASI agrees to provide customer service personnel by telephone during ASI's normal business hours. ASI also agrees to provide electronic administrative services 24 hours per day, 7 days per week.

ASI will not be deemed in default of this Agreement, nor held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, acts of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

4.3 Performance Guarantees

ASI has agreed to the performance guarantees set forth in the Schedules. The sole remedy for failure to meet the performance guarantees shall be the penalties set forth in the Schedules.

4.4 Benefits Payment

ASI agrees to, on behalf of GLENDALE, operate under the express terms of this Agreement and the Program. ASI makes the initial determination if persons covered by the Program (as described in the Eligibility Reports) are entitled to benefits under the Program and shall pay Program benefits in its usual and customary manner, to Participants as set forth in this Section 4.

GLENDALE agrees that:

- ASI has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration;
- GLENDALE will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and
- GLENDALE shall indemnify and hold ASI harmless for any liability relating to Prior Reimbursement Requests and Prior Administration.

4.5 Reporting

ASI agrees to make available to GLENDALE each month via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month.

For those Program benefits subject to HIPAA, GLENDALE must provide certification that the plan document requires the GLENDALE to comply with applicable Privacy and Security Rules under HIPAA before ASI will make available the reports provided for in this Section to the GLENDALE. ASI agrees to also make available to Participants each month via electronic medium a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts during the preceding month.

For those Program benefits subject to HIPAA, GLENDALE is responsible for ensuring that any beneficiary of the Participant who submits a claim agrees to the disclosure of PHI to the Participant, if required by the Privacy Rule.

4.6 Claims Appeals

ASI agrees to refer to GLENDALE or its designee, Plan Administrator, and/or Named Fiduciary for the following:

- The second and final level of appeal of an adverse benefit determination; and
- Any class of claims GLENDALE may specify, including:
 - Questions of eligibility or entitlement of the claimant for coverage under the Program;
 - Questions with respect to the amount due; or
 - Any other appeal.

4.7 Forfeited Funds

Any unclaimed benefit payments (e.g. uncashed benefit checks) are deemed forfeited.

- Upon approval of GLENDALE, ASI may use forfeited funds to offset reasonable administrative expenses. (*GLENDALE initial if applicable: _____*)
- or,
- Upon approval of GLENDALE, ASI shall tender any remaining forfeited funds (after payment of administrative expenses) to the state unclaimed property fund. (*GLENDALE initial if applicable: _____*)

4.8 Additional Documents

If GLENDALE requires, and GLENDALE and ASI mutually agree upon payment of applicable service charges, then ASI shall furnish GLENDALE:

- Sample documents for review by GLENDALE with its legal counsel, for creation of customized documentation for the Program to be approved and executed by GLENDALE, including board resolution, summary plan description, plan document and plan amendments; and
- Sample administrative forms needed for ASI to perform its duties under this Agreement.

4.9 Communication

ASI agrees to provide consulting services for and development of certain communication information.

4.10 Recordkeeping

ASI agrees to maintain for the duration of this Agreement the usual and customary books, records and documents ASI has prepared or received possession in the performance of its duties hereunder. These books, records, and documents, including electronic records, are the property of GLENDALE, and GLENDALE has the right of continuing access to them during normal business hours at ASI's offices with reasonable prior notice. If this Agreement terminates, ASI may deliver, or at GLENDALE's request, will deliver all such books, records, and documents to GLENDALE, subject to ASI's right to retain copies of any records it deems appropriate. GLENDALE shall be required to pay ASI reasonable charges for transportation or duplication of such records.

4.11 Standard of Care; Erroneous Payments

ASI shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If ASI makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, ASI shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, ASI will not be liable for such payment, unless ASI would otherwise be liable under another provision of this Agreement.

ASI owes a duty of care only to the GLENDALE, which duty is one of reasonable care under the attendant circumstances. ASI is not liable for any mistake of judgment or for any action taken in good faith unless such mistake or action results in a breach of such duty of care.

4.12 Notices to GLENDALE

ASI shall provide to GLENDALE all notices (including any required opt-out notice) reflective of its privacy policies and practices as required by state and/or federal law (including the Gramm-Leach-Bliley Act).

Section 5 Compliance with Privacy and Security Rules Under HIPAA

Applies to All Services, except DCAP

5.1 Compliance with Privacy and Security Rules Under HIPAA

Contemporaneously with this Agreement, GLENDALE and ASI have entered into a Business Associate Agreement pursuant to HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Section 6
Payment of Benefits and Funding Responsibility

Applies to Health FSA and DCAP

6.1 Payment of Benefits

GLENDALE shall maintain an account(s) at the bank of its choice, with sufficient funds for the total of the daily reimbursements. GLENDALE shall authorize ASI to debit, via Automated ClearingHouse, these accounts for the total of each day's reimbursements effective the same day as the reimbursements. Reimbursement checks and direct deposits debits will be issued from a general account maintained in the name of ASI at a bank of ASI's choice. GLENDALE shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section. ASI has sole authority to provide whatever notifications, instructions, or directions are necessary to accomplish the disbursement of such Program funds to, or on behalf of, Participants in payment of approved claims.

6.2 Funding of Benefits

Funding for any payment on behalf of the Participants under the Program, including, but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of GLENDALE, and GLENDALE agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses, if such expenses are incurred and the claim is presented for payment during the terms of this Agreement.

6.3 Custodial Account (*GLENDALE initial if applicable: _____*)

GLENDALE further represents and agrees that:

- Neither it nor any of its employees, directors, representatives, fiduciaries, or employee benefits plans (or any entity performing services for GLENDALE or such plans) nor any of its predecessors, successors, or assigns have represented, or will represent to any Participant or beneficiary of the Program, that a separate account, fund, or trust is being held on behalf of the Program that may be used to provide or secure benefits under the plan; and
- GLENDALE shall advise the Participants and beneficiaries of the Program that the benefits under the Program shall at all times be paid out of the general assets of GLENDALE.

GLENDALE understands and agrees that any account maintained by ASI for the purpose of holding funds from the GLENDALE or covered individual to pay benefit claims and/or Program premiums will be a custodial account maintained by ASI on behalf of its employer clients, and that any amounts attributable to the GLENDALE will be accounted for separately in a notational

sub-account that is fully protected by the Federal Deposit Insurance Corporation and is subject to the GLENDALE's general creditors. ASI will have no rights with respect to such funds maintained in the GLENDALE's custodial account except as set forth herein and all funds in such account shall be used only as set forth herein.

**Section 7
Indemnification**

Applies to All Services

7.1 Indemnification by GLENDALE

Upon ASI's adherence to the standard of care set forth in Section 4, GLENDALE shall indemnify ASI and hold it harmless from and against all loss, liability, damage, expense, attorneys' fees or other obligations, resulting from, or arising out of, any act or omission of GLENDALE in connection with the performance of its duties hereunder. In addition, GLENDALE shall indemnify ASI and hold it harmless from and against any liability, expense, demand, or other obligation, resulting from, or out of any premium charge, tax or similar assessment (federal or state), for which the Program or GLENDALE is liable.

GLENDALE agrees to reimburse ASI for all attorney's fees and costs incurred by ASI as a result of any collection action taken by ASI to recover overdue service charges required to be paid in accordance with this Agreement or any Schedule hereto.

7.2 Indemnification by ASI

Upon GLENDALE's adherence to the standard of care set forth in Section 3, ASI shall indemnify GLENDALE and hold it harmless from and against all loss, liability, damage, expense, attorneys' fees or other obligations, resulting from, or arising out of, any act or omission of GLENDALE in connection with the performance of its duties hereunder.

**Section 8
Service Charges**

Applies to All Services

8.1 Service Charges

The amounts of the monthly services charges of ASI are described in the Schedules and are guaranteed through the end of the last year of the contract term. ASI may also change the monthly service charges as of the date any change is made in the Program.

8.2 Billing of Service Charges

All services charges of ASI, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by GLENDALE of the respective amounts paid for claims and for administrative expenses.

8.3 Payment of Service Charges

ASI will determine all service charges under this Section and bill GLENDALE monthly. Alternatively, if the parties agree, ASI may deduct payment for monthly service charges from the bank account maintained by GLENDALE as described in Section 6. GLENDALE shall make payment to ASI within 10 business days of receipt of notice of the amount due, or such amount will automatically be deducted from the bank account maintained by GLENDALE as described in Section 6.

Section 9 General Provisions

Applies to All Services

9.1 Severability; Headings

If any term of this Agreement is declared invalid by a court, the invalid term will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.2 Compliance; Non-Waiver

Failure by GLENDALE or ASI to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 9 below.

9.3 Assignment; Amendment

Neither GLENDALE nor ASI can assign this Agreement without the other party's written consent. This Agreement may be amended only by written agreement of duly authorized officers of GLENDALE and ASI.

9.4 Audits

Each party is authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon

reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement and business associate agreement required by HIPAA and the HITECH Act. Each party agrees to provide reasonable assistance and information to the auditors. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

9.5 Non-Disclosure of Proprietary Information

- **General.** GLENDALE and ASI each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, proprietary and/or confidential information of such party. GLENDALE and ASI agree that each party shall:
 - Keep such proprietary and/or confidential information of the other party in strict confidence;
 - Not disclose proprietary and/or confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and
 - Not use proprietary and/or confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).
- **Confidential Information Defined.** Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof:
 - If, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or
 - If the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party.

For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and legended as confidential and/or proprietary or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices,

procedures, files, records, and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 9 shall survive the termination of this Agreement.

9.6 Dispute Resolution; Arbitration

In the event of a dispute by either party related to this Agreement, the parties agree to first attempt to resolve such dispute by having the parties' Chief Executive Officers (or their designees) meet in person within 30 days of written notice of dispute issued by either party. In the event the dispute is not resolved after reasonable efforts by the Chief Executive Officers within such 30 day period, either party may then proceed to arbitration under this Section. All disputes, controversies or claims arising out of or relating to the operation or interpretation of this Agreement shall be settled by arbitration before one arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall be jointly selected by the GLENDALE and ASI. Any award rendered by the arbitrator shall be final and binding upon the parties and judgment upon any such award may be entered in any court having jurisdiction thereof. Arbitration shall take place in Arizona, or at a location mutually agreed upon by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitral proceedings, including experts' and attorneys' fees. The arbitrator shall render his/her determination in a manner consistent with the terms of this Agreement, and the arbitrator shall not be entitled to award punitive or exemplary damages.

9.7 Notices and Communications

- **Notices.** All notices provided for herein shall be sent by either:
 - Confirmed facsimile;
 - Guaranteed overnight mail, with tracing capability;
 - Certified mail; or
 - First class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes.

All notices provided for herein shall be deemed given or made when received.

- **Addresses.**

- GLENDALE's address for notices as described above is:

City of Glendale
ATTN: Jim Brown, HR & Risk Management Executive Director
5850 West Glendale Avenue
Glendale, Arizona 85301

- ASI's address for notices as described above is:

Application Software, Inc.
ATTN: ~~Lesley Parisio~~ *Leslie Parisio*
201 West Broadway #4C
Columbia, Missouri 65203

- **Communications.** GLENDALE agrees that ASI may communicate confidential, protected, privileged or otherwise sensitive information to GLENDALE through a named contact designated by GLENDALE (Named Contact) and specifically agrees to indemnify ASI and hold it harmless:

- For any such communications directed to GLENDALE through the Named Contact attempted via facsimile, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and
- From any claim for the improper use or disclosure of any PHI by ASI if such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

9.8 Termination of Agreement

- **Automatic.** This Agreement automatically terminates on the earliest of the following:
 - The effective date of any legislation which makes the Program and/or this Agreement illegal;
 - The date GLENDALE or ASI becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or
 - The termination date of the Program. This termination is subject to any Agreement between GLENDALE and ASI regarding payment of benefits after the Program is terminated.

- **Optional.** This Agreement may be terminated as of the earliest of the following:
 - By ASI upon the failure of GLENDALE to pay any service charges within 30 business days after they are due and payable as provided in Section 8;
 - By ASI upon the failure of GLENDALE to perform its obligations, including its obligations as Plan Administrator and/or Named Fiduciary where applicable, as such terms are defined in ERISA, and in accordance with this Agreement, including the provisions of Section 3;
 - By GLENDALE upon the failure of ASI to perform its obligations in accordance with this Agreement, including the provisions of Section 4;
 - By either GLENDALE or ASI, as of the end of the term of this Agreement, by giving the other party 30 days written notice; or
 - By either GLENDALE or ASI, upon a material breach of the other party's duties under this Agreement, or upon non-material breaches of a recurrent nature, after 30 days notice in the event of a material breach, or 60 days notice in the event of a non-material breach of a recurrent nature, and the right to cure such breach by the breaching party.
- **Limited Continuation After Termination.** If the Program is terminated, GLENDALE and ASI may mutually agree in writing that this Agreement shall continue for the purpose of payment of Program benefits, expenses, or claims incurred prior to the date of Program termination. In addition, GLENDALE and ASI may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by ASI before the date of such termination.

If this Agreement is continued in accordance with this subsection, GLENDALE shall pay the monthly service charges incurred during the period that this Agreement is so continued and a final termination fee equal to the final month's service charge.

- **Survival of Certain Provisions.** Termination of this Agreement does not terminate the rights or obligations of either party arising out of the period prior to such termination. The indemnity, confidentiality, privacy, and security provisions of this Agreement shall survive its termination.

9.9 Complete Agreement; Governing Law

This Agreement and Addendum (including the Schedules) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior Agreements and representations between the parties. This Agreement shall be construed, enforced and governed by the laws of the State of Arizona.

**ADMINISTRATIVE SERVICES AGREEMENT
ADDENDUM**

9.10 Immigration Law Compliance.

- (a) ASI, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- (b) Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- (c) Glendale retains the legal right to inspect the papers of ASI or subcontractor employee who performs work under this Agreement to ensure that ASI or any subcontractor is compliant with the warranty under this section above.
- (d) Glendale may conduct random inspections, and upon request of Glendale, ASI shall provide copies of papers and records of ASI demonstrating continued compliance with the warranty under this section. ASI agrees to keep papers and records available for inspection by Glendale during normal business hours and will cooperate with Glendale in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- (e) ASI agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon ASI and expressly accrue those obligations directly to the benefit of Glendale. ASI also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of Glendale.
- (f) ASI's warranty and obligations under this section to Glendale is continuing throughout the term of this Agreement or until such time as Glendale determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- (g) The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9.11 Conflict. ASI acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on Glendale's behalf is also an employee, agent, or consultant of any other party to this Agreement.

Glossary

For the purposes of this Agreement, the following words and phrases have the meanings set forth below. Wherever appropriate, the singular shall include the plural and the plural shall include the singular.

Agreement means this ASI Administrative Services Agreement, including all Schedules hereto.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means the Internal Revenue code of 1986, as amended.

DCAP has the meaning given in the Recitals.

Eligibility Reports has the meaning described in Section 3.

Client has the meaning given in the recitals.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Effective Date has the meaning given in Section 1.

Electronic PHI has the meaning assigned to such term under HIPAA.

Health FSA has the meaning given in the Recitals.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

Named Fiduciary means the named fiduciary as defined in ERISA §402(a)(1).

Participant has the meaning given in Section 2.

Plan means the Health FSA or DCAP, as applicable.

Plan Administrator means the administrator as defined in ERISA §3(16)(A).

Prior Administration means services arising prior to the Effective Date.

Prior Reimbursement Requests means claims incurred prior to the Effective Date.

Program has the meaning given in the Recitals.

Protected Health Information or **PHI** has the meaning assigned to such term under HIPAA.

Schedule A
Health Flexible Spending Account (Health FSA)

Capitalized terms used in this Schedule but not defined have the meanings given in this Agreement.

GLENDALE has established a Code § 125 Cafeteria Plan under which a Code § 105 Health FSA is offered. GLENDALE has delegated certain administrative responsibilities with respect to the Health FSA to ASI.

As set forth in Section 8, the applicable service charges shall be as follows:

Standard Services Charges	Cost
PPPM Service Charge	\$ 3.50*

Additional Service Charges	Cost
Set-Up Fee	N/A
Sample Documents and Forms	included
Staff Training	N/A
Online Enrollment	N/A
Open Enrollment Meetings	One day included at no cost; subsequent days will be billed at \$250 per day plus travel expenses
Discrimination Testing	included
Form 5500 Preparation	N/A
Summary Annual Reports	N/A

*Only one \$3.50 administrative fee is charged whether a plan participant is in one FSA category or both.

There is no per month minimum service charge.

Any courier charges incurred will be passed through at cost to the GLENDALE.

If the GLENDALE terminates the services, there will be a charge for a runoff period, should the GLENDALE choose to request one. This charge will be negotiated at the time of termination.

Services Included

GLENDALE is responsible for all legal requirements and administrative obligations with regard to the Health FSA, except for the following administrative duties specifically delegated to ASI:

- ASI shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, ASI shall make available other Health FSA documents.
- Upon receiving instructions from GLENDALE with regard to a Participant's change in status or other event that permits an election change under IRS regulations, ASI shall make the requested change in the Participant's election as soon as possible.
- ASI shall prepare the information necessary to enable GLENDALE to satisfy its Form 5500 filing obligation with regard to the Health FSA. GLENDALE shall be responsible for reviewing the information provided by ASI to ensure its accuracy, and, unless otherwise agreed by the parties in writing, GLENDALE shall prepare and submit any Form 5500.
- ASI shall assist GLENDALE in preparing preliminary, mid-year, and final nondiscrimination tests for the Health FSA:
 - Key employee concentration testing required under Code § 125;
 - The 55% average benefits test required under Code § 129; and
 - The 25% shareholder concentration test required under Code § 129.
- ASI shall make initial decisions with regard to Participant claims and disburse any benefit payments that it determines to be due within 30 business days of the day on which ASI receives the claim. Benefit payments shall be made by check or ACH payable to the Participant. If the amount of the claim exceeds the amount the Participant has had withheld to date, ASI will contact GLENDALE to make available such excess amount.
- ASI shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. ASI shall follow the requirements of ERISA with regard to denial of claims.

Services Not Included

- GLENDALE's compliance with COBRA or compliance with HIPAA portability provisions.
- Determining whether GLENDALE's Health FSA documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
- Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the Health FSA.
- GLENDALE's responsibility for the determination on the second and any final level of appeal.

Schedule B
Dependent Care Assistance Program (DCAP)

Capitalized terms used in this Schedule and not defined have the meanings given in the Agreement.

GLENDALE has established a Code § 125 Cafeteria Plan under which a Code § 129 Dependent Care Assistance Program is offered. GLENDALE has delegated certain administrative responsibilities with respect to the DCAP to ASI.

As set forth in Section 8, the applicable services charges shall be as follows:

Standard Services Charges	Cost
PPPM Service Charge	\$ 3.50 *

Additional Service Charges	Cost
Set-Up Fee	N/A
Sample Documents and Forms	included
Staff Training	N/A
Online Enrollment	N/A
Open Enrollment Meetings	One day included at no cost; subsequent days will be billed at \$250 per day plus travel expenses

*Only one \$3.50 administrative fee is charged whether a plan participant is in one FSA category or both.

There is no per month minimum service charge.

Any courier charges incurred will be passed through at cost to the GLENDALE.

If the GLENDALE terminates the services, there will be a charge for a runoff period, should the GLENDALE choose to request one. This charge will be negotiated at the time of termination.

Services Included

GLENDALE is responsible for all legal requirements and administrative obligations with regard to the DCAP, except for the following administrative duties specifically delegated to ASI:

- ASI shall make available (be electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, ASI shall make available other DCAP documents.

- Upon receiving instructions from GLENDALE with regard to a Participant's change in status or other event that permits an election change under IRS regulations, ASI shall make the requested change in the Participant's election as soon as possible.
- ASI shall assist GLENDALE in preparing preliminary, mid-year, and final nondiscrimination tests for the DCAP:
 - Key employee concentration testing required under Code § 125;
 - The 55% average benefits test required under Code § 129; and
 - The 25% shareholder concentration test required under Code § 129.
- ASI shall make initial decisions with regard to Participant claims and disburse any benefit payments that it determines to be due within 30 business days of the day on which ASI receives the claim. Benefit payments shall be made by check payable to the Participant.
- ASI shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim.

Services Not Included

- Determining whether GLENDALE's DCAP documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
- Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the DCAP.

**AMENDMENT NO. 3
TO
ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
APPLICATION SOFTWARE, INC.**

This Amendment No. 1 ("Amendment") to the Administrative Services Agreement ("Agreement") is made this ____ day of _____, 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Application Software, Inc ("ASI"), an Arizona corporation, with its principal place of business or domicile located in Missouri ("Contractor")

RECITALS

- A City and Contractor previously entered into an Administrative Services Agreement, Contract No C- 8526, dated July 1, 2013 ("Agreement"); and
- B. The Agreement had an initial one-year term, which expired on June 30, 2014. The Agreement also provided the option to extend the term of the Agreement for four (4) additional years in one (1) year increments; and
- C On March 14, 2014, the City exercised its right to extend the Agreement until June 30, 2015
- D City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1 **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

- 2 The parties hereby agree that the term of this Agreement is extended until and through June 30, 2016
- 3 **Compensation.** The rates and overall amount of compensation of the Agreement shall remain the same
- 4 **Non-discrimination** Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U S military veteran status or any disability Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section
- 5 **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail
- 6 This Amendment may be signed in counterparts.

CITY OF GLENDALE, an Arizona municipal corporation

Richard A Bowers, Acting City Manager

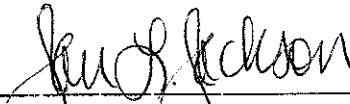
ATTESI:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Application Software, Inc , dba ASIFlex,
A Missouri corporation


By: Jan Jackson
Its: General Counsel



Legislation Description

File #: 15-719, Version: 1

REQUEST TO APPROVE CHANGE TO HUMAN RESOURCES POLICY 301 - COMPENSATION AND CLASSIFICATION TO INCLUDE HOLIDAY AND HOLIDAY SPECIAL HOURS TO THE OVERTIME CALCULATION FOR EMPLOYEES

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for City Council to approve a change to Human Resources (HR) Policy 301 - Compensation and Classification to include Holiday and Holiday Special hours as time worked for the purpose of calculating overtime for employees.

Background

HR Policy 301 - Compensation and Classification outlines how the City pays overtime. Specifically, Section II.E.3 outlines the types of paid hours that are counted as hours worked for the purpose of calculating overtime hours. Currently, these include:

- Hours Worked
- Comp Time Taken
- Call-Back Hours
- Restricted Standby
- Vacation
- Sick
- Family Illness Leave
- Jury Duty
- Bereavement

The inability to count holiday hours as time worked during a holiday week has been an ongoing issue for department management when employees are required to work additional hours during a holiday week. It is difficult to require employees to work these hours and not provide an incentive other than straight time, particularly if they are being asked to work on the holiday itself. Currently, public safety employees can be paid overtime during a holiday week, but only when they are working at a special event. Employees throughout the rest of the City may be called upon to work additional hours during a holiday week, but cannot have the hours count toward overtime because they are not part of public safety. This issue affects departments on a city-wide basis. There are many circumstances, such as water main breaks, traffic signal repair, or storm clean-up, etc. that would create the need for additional hours to be worked during a holiday week.

Analysis

In making the determination to provide this additional benefit to our employees, we reviewed the Fair Labor Standards Act (FLSA) and determined that we are not required to include time not worked such as vacation, sick leave or holidays when calculating overtime. However, the City has for many years included vacation and sick leave along with many other hours as noted above. Holidays are the only time not worked hours that have not been included in the calculation.

This change also brings us in line with other valley cities. Seven out of the nine cities we received information from include Holiday hours as time worked for the purpose of calculating overtime. The Personnel Board has been informed of this change to our policy as well.

We believe adding Holiday and Holiday Special hours to the overtime calculation will provide an important additional benefit to all of our employees and will assist us in being competitive within our local market.

Budget and Financial Impacts

There is a potential budget impact for the remainder of this fiscal year and ongoing if Holiday and Holiday Special hours are included as hours worked for the purpose of calculating overtime. However, the overtime budget is an estimate and departments are expected to manage within their budgets.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



CITY OF GLENDALE

Human Resources Policy No. 301

Title: **Compensation and Classification**

Effective Date: **8/26/1988**

Revised: **11/10/2015**

Contact: Human Resources & Risk Management Department – (623) 930 2270

I. PURPOSE

This policy outlines the duties and responsibilities relative to classification and compensation delegated to the Human Resources & Risk Management Director by the City Manager. The City of Glendale is committed to establishing and maintaining compensation practices that will attract, retain and motivate the highest quality employees necessary to accomplish the City's mission. These practices include:

- Establishing and maintaining equitable salary ranges for positions that are substantially similar in duties and responsibilities.
- Seeking and maintaining external competitiveness by establishing and maintaining compensation levels that reflect market pay rates.
- Promoting a performance system in alignment with the organization's mission and strategic priorities that is motivating and effectively distinguishes between different levels of job performance.
- Ensuring compensation actions are administered in a manner that complies with federal and state laws and regulations.
- Ensuring flexibility so that compensation programs and practices remain responsive to changes within the City, the marketplace and the economy.
- Ensuring the compensation program is well communicated to employees.

This policy applies to all City employees, unless otherwise specified in the governing Memorandums of Understanding for represented employees.

II. PROCESS

A. Classification Plan

1. The Human Resources & Risk Management Director is responsible for the establishment and maintenance of a classification plan. Each position in the classified service shall be allocated to the appropriate classification based on nature and level of duties and responsibilities. All positions in the same classification should be essentially alike to permit use of a single descriptive title, the qualification requirements, and the same salary potential. Based on studies authorized by the City Manager, conducted by the Human Resources & Risk Management Department and approved by the City Council, classifications

and pay ranges may be created, revised, combined or abolished. Some positions or groups of positions may be placed into an alternate pay plan and will not be covered by the Classification Plan.

2. Prior to making any significant changes to the essential duties and responsibilities of a position or an employee on either a temporary or permanent basis, the department director must consult with the Human Resources & Risk Management department to determine if a review of the position and/or temporary assignment pay for the employee would be warranted.
3. A position may be reviewed upon authorization of the City Manager.
4. A position may be reclassified when the essential duties and responsibilities of the position change significantly through the addition or deletion of essential job functions. Positions may be reclassified to a higher or lower classification and pay range as a result of a job study. The recommendation made to the City Manager by the Human Resources & Risk Management Director and approved by the City Council is final. Classification decisions are not appealable or grievable.
 - a. When a filled position is reclassified to a class in a higher pay range, the employee occupying the position may receive a salary adjustment for the reclassification as determined by Human Resources. If the employee's current salary is less than the minimum of the new range the employee will be placed at the minimum of the new range. See Section 9 of this policy for information on Salary Adjustments.
 - b. If, at the time of the reclassification, an employee is receiving temporary assignment pay for performing additional duties that fall within the scope of the new classification, the employee's base salary will be adjusted accordingly but shall not exceed the maximum of the new grade and the temporary assignment pay shall cease.
 - c. If a filled position is reclassified or reevaluated and assigned a lower pay range, the employee's pay will not be reduced. However, if the employee's current salary is above the maximum of the new pay range, the employee will not be eligible for any additional increase in salary until the pay range maximum is once again higher than the actual salary.
5. The classification plan provides class titles, essential functions, minimum qualifications, and other requirements deemed necessary by the Human Resources & Risk Management Director for all regular status positions.
6. The Human Resources & Risk Management Director maintains copies of current job descriptions for City classifications. Job descriptions are descriptive only and not restrictive in nature.

B. Salary Administration

1. The Pay Plan is adopted by the City Council and sets forth all pay ranges for the classifications in the Classification Plan.

2. Each year the City Council determines the amount, if any, of any changes to the structure of the City's Pay Plan as well as any changes that may be made to the base salary rate for some or all employees. Any change usually takes place at the beginning of the fiscal year.
3. Compensation for the City Manager, City Clerk, City Attorney, Presiding City Judge, City Judge, and Hearing Officer is determined by City Council.
4. Merit Increase
 - a. Regular status employees who have completed one year of service and have satisfactorily performed their job assignments may be eligible for a merit increase on or about July 1 of each year.
 - b. All regular status employees who have satisfactorily completed their initial review period may become eligible for a merit increase on their one-year anniversary date. The following July 1 after their anniversary date they may be eligible for a pro-rated increase based upon the month in which they were hired. The employee will then be placed on the July 1 schedule for all future merit increases.
 - c. The granting and amount of merit increases are contingent upon Council appropriation, satisfactory job performance and the employee's salary being at a point in the salary range that is less than the maximum. An employee's merit increase may be reduced or foregone if the employee's salary is near or at the salary maximum for the salary range assigned to the classification the employee occupies, but the employee may be eligible for a one-time lump-sum payment as provided in Section 10 below.
 - d. Non-management sworn personnel in the fire and police departments are subject to a step plan and will be eligible for increases based on the established step plan process as outlined in the applicable Memorandum of Understanding for each department.
5. Promotional Increase
 - a. A promotion is the outcome of a competitive recruitment process in which the placement of an employee changes from a position in one classification to a position in another classification assigned a higher pay range. A promoted employee will be placed in the new pay range at an amount that provides at least a 5% increase to their base rate of pay, but not to exceed the maximum of the pay range.
6. Salary Upon Involuntary Demotion
 - a. An employee who is involuntarily demoted as a result of a disciplinary action shall be placed in the new classification range and their salary shall be reduced by a minimum of 5%. Their salary shall not exceed the maximum rate for the new lower pay range. In the event a 5% reduction results in the new salary exceeding the range maximum, the employee's salary will be further reduced to the range maximum of the new lower pay range.

7. Salary Upon Voluntary Demotion

- a. A voluntary demotion is the placement of an employee, upon request, to a classification assigned a lower pay range. An employee who requests a demotion shall be paid at a rate within the new pay range as recommended by the department director and approved by the Human Resources & Risk Management Director.

8. Salary Upon Transfer

- a. In accordance with the provisions of HR Policy #201 – EMPLOYMENT, the City reserves the right to transfer any employee in order to meet the needs of the organization, to a similar or lower level classification.
- b. An employee who is transferred shall not have their pay rate changed if their pay rate exceeds the maximum of the new pay grade. The employee will not be eligible for additional increases to their base salary until such time that the maximum of the salary range exceeds the employee pay.

9. Salary Adjustments

- a. In certain circumstances, it may be necessary and appropriate to provide a salary adjustment to an employee to address a critical and/or unusual pay administration situation. Salary adjustments may be appropriate in the following instances:
 - i. Retention of individuals with special skills, expertise or experience that are uniquely critical to a program or completion of high priority projects.
 - ii. Restructuring within a department that results in an incumbent taking on additional staff and/or increased responsibilities that may or may not warrant an upward reclassification.
 - iii. To correct a situation where a direct report receives higher pay than their supervisor. Note, however, direct reports receiving more pay should not automatically be considered for a salary adjustment. For example, an employee/position may demand a higher pay level due to market considerations based on technical skills. If the supervising manager does not possess the technical skills, an inequity in salary may not exist.
 - iv. When the outcome of the collective bargaining process results in increases for staff causing compaction problems with supervisors/managers.
 - v. To correct an unacceptable internal salary inequity which may have occurred in the rate of pay for work in positions which are of comparable value to the organizational unit and which require equivalent knowledge, skills, abilities, effort, and responsibility, absent differences caused by such factors as performance, market, or length of service.

- b. A request for a salary adjustment must be made in writing to the Human Resources & Risk Management Director by the department director of the employee whose pay rate is in question. The request must include written outside salary offers in cases of retention, or justification in cases of salary inequities.
- c. Salary adjustments may only be granted to regular status employees who have been found, by the Human Resources & Risk Management Director, eligible to receive such an increase.
- d. The amount of any salary adjustment to be made shall be reviewed and approved by the Human Resources & Risk Management Director, and then shall be submitted to the City Manager for final approval. Any salary adjustment that occurs because of a reclassification and/or salary grade change must be approved by the City Council prior to implementation.

10. Lump Sum Payments

- a. For employees close to the maximum of their salary grade, any portion of a merit increase, salary adjustment or any other adjustment to base salary which exceeds the maximum of the salary grade may be paid as a one-time lump sum amount, not added to base salary.
- b. For eligible employees who are at or above the maximum of their salary grade, the entire increase amount may be paid as a one-time lump sum amount, not added to base salary.
- c. Such payments are not an adjustment to base salary and the recipient has no right or expectation to any such award or increase in subsequent pay periods.

C. The Workweek

1. The workweek is defined as seven consecutive 24-hour periods. The City's established workweek begins at 12:01 a.m. on Saturday and ends at 12:00 midnight the following Friday. However, a department may establish alternate workweeks of seven consecutive days. When implementing an alternate workweek, the workweek must be defined, documented, and approved by the employee's supervisor, communicated to the employee and a copy forwarded to the Human Resources & Risk Management Director.

The City may adopt a work period of up to 28 days for sworn fire and police personnel.
2. The City's pay period is biweekly and consists of two established workweeks. The standard pay period ends at 12:00 midnight Friday of the second workweek. Paychecks are distributed the following Friday.
3. Meal Periods
 - a. All employees shall be allowed to cease work for a meal period to be specified by the department director and shall not be paid for that time. The meal period will ordinarily last from 30 to 60 uninterrupted minutes,

depending on departmental policy. If a non-exempt employee is sporadically required to work or be on active standby during his/her designated meal period, this time should be considered work hours. Supervisors will determine the meal break length and schedule.

- b. Exceptions to the general policy will be allowed only where department directors can satisfactorily substantiate that it would be clearly to the City's advantage and convenience to allow exceptions. Any meal period on City time shall be considered an exception to the general policy and must be approved by the department director. In order to qualify for a lunch period on City time, employee must be on call during their entire work shift. They must not leave the work premises unless authorized and must respond to duty calls during lunch periods, if necessary.

4. Rest Periods

- a. Rest breaks may be granted at department director's discretion as a principle of sound personnel management, not as a right of employment. Break time may not be taken at the beginning or end of a work shift, immediately before or after lunch, or be applied towards an alternate work schedule, or be used as leave time from the job. Inherent in the practice of allowing breaks is the absolute necessity of having personnel available at all times to assure coverage of telephone and public contact locations. Work demands may preclude the granting of a rest break.
- b. Break time is calculated as the time an employee is away from work; non-work related travel time is included, and does not mean the time spent at the place where the break is taken.

D. Flexible Work Hours

1. A flexible work schedule may be established in which an employee works a different set of hours during the workweek than that normally established. An example is an employee who works ten-hour days four days a week in a department that normally operates on an eight-hour day, five-day a week schedule. If the flexible work schedule to be adopted requires the creation of an alternative work week, the department must follow the provisions of Section C.1. above prior to the implementation of the new schedule.
2. Departments have the option of scheduling the work hours that most effectively accomplish their service delivery objectives. They may also give time off or schedule work within the work period so that no overtime hours occur within the workweek. However, if this occurs, all efforts will be made by the supervisor to provide the employee with a 24-work hour notice of scheduled work and to work with the employee to schedule the time off needed.

E. Overtime

1. Non-exempt employees who work in excess of 40 hours within their designated workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. Fire employees who work 24-hour shifts receive

overtime pay for hours worked in excess of 156 hours in a 21-day work period. Exempt employees are not eligible for overtime compensation.

2. The Human Resources & Risk Management Director determines the exempt and non-exempt status according to the classification of the position in compliance with the Fair Labor Standards Act (FLSA).
3. The following types of paid hours are counted as hours worked for the purpose of calculating overtime hours:

<u>Timesheet Code</u>	<u>Description</u>
1	Hours Worked
8	Comp Time Taken
14	Holiday Pay
15	Holiday Special
18	Call-Back Hours
20	Restricted Standby
41	Vacation
42	Sick
45	Family Illness Leave
47	Jury Duty
48	Bereavement

4. Direct Payment
 - a. Non-exempt employees always have the right to be paid directly on their paycheck for overtime worked.
5. Compensatory Time Off
 - a. Non-exempt employees may be compensated for overtime worked by the earning of compensatory time off in lieu of immediate cash payment at the request of the employee and with the approval of the supervisor. This rate shall be one and one-half (1 1/2) hours off for every hour of overtime worked by the employee.
 - b. The maximum number of compensatory hours that any employee will be permitted to accrue shall be 80 hours (53.3 hours of actual overtime). Based on departmental needs, priorities and staffing requirements, a department may elect to not allow the accrual of compensatory time in lieu of overtime pay or may set a lower departmental limit than the City limit. The use of compensatory time by the employee shall be scheduled in accordance with departmental guidelines and procedures. An employee shall be permitted to use accrued compensatory time within a reasonable period after it is requested if it does not unduly disrupt the operation of services.
 - c. Upon separation from City employment, employees with a compensatory time balance are paid at their current regular rate of pay. An employee

who is promoted or reclassified to an exempt position is either paid for any compensatory time (comp time) balance at their regular rate of pay prior to the personnel action, or may convert the comp time to vacation, as long as doing so does not exceed the allowable vacation balance maximum.

6. Methods for the calculation and payment of overtime and/or compensatory time and/or accrual limits for such time may differ for represented employees. Any differences will be outlined in the governing memorandum of understanding for such employees.

F. Stand-By Pay

1. Unrestricted Stand-By

- a. A non-exempt employee is determined to be on unrestricted stand-by when they are required to be available for work and fit for duty if called back to work. The employee's activities are not so severely restricted that they cannot pursue their normal life activities. The employee may be required to carry a pager or leave a telephone number where they can be reached. The employee must respond to calls within the required response time and must be fully capable of performing his/her work duties.
- b. Employees on unrestricted stand-by pay must respond within the response time set by the department. Employees on unrestricted stand-by will be paid \$2.00 per hour for each hour on stand-by.
- c. If the employee is called to report to work, the employee should be paid for a minimum of two hours work, or the actual time worked if greater than 2 hours. Travel time from their home to the job site should be considered work time in determining the two-hour minimum. While in callback status, the employee is no longer on stand-by status and would not receive stand-by pay for this time. If the employee is called back to work, completes the work in less than 2 hours, returns home and is called back again during the two hours from the initial call-back, all time on both calls should be considered continuous and the employee should be paid for actual time worked. A new two-hour callback period does not begin during the initial callback.
- d. Methods for the calculation and payment of Unrestricted Stand-By pay may differ for represented employees. Any differences will be outlined in the governing memorandum of understanding for such employees.

2. Restricted Stand-By

- a. A non-exempt employee who is required to remain on stand-by so that he/she cannot use the time effectively for his/her own purpose is working in a restricted stand-by status and must be compensated. An employee placed on restricted stand-by must be compensated at their base rate of pay. The employee must respond to calls within the required response time and must be fully capable of performing their duties. Restricted hours should be considered work hours.

- b. If the employee is called to report to work, the employee should be paid for a minimum of two hours up to the actual amount of time worked if greater than two hours.
- c. No stand-by will be determined restricted unless approved by the Human Resources & Risk Management Director.

G. Voluntary Call Back List

1. Supervisors may establish a callback list in which employees voluntarily place their names on a list from which a supervisor may call in the event there is a need to call in staff after they have gone home.
2. If the need occurs, the supervisor contacts those names on the callback list until an employee who is able and willing to return to work is located. Since a callback list is voluntary, an employee on a callback list is not required to come back to work if requested by the supervisor and will not be disciplined for failing to do so.
3. Since participation in a callback list is voluntary, stand-by pay does not apply to an employee while on a callback list. However, a non-exempt employee who is called back to work should be paid a minimum of two hours worked.

H. Shift Differential Pay

1. The City recognizes the important role employees play in providing services to the City outside of normal working hours. Therefore, this procedure is established to provide additional compensation for hours worked between 4:00 p.m. and 8:00 a.m. under the terms and conditions set forth below.
2. Eligibility
 - a. Shift differential pay shall apply only to non-exempt, regular status, full-time and part-time employees. Sworn fire personnel, exempt employees and contractual and temporary personnel are not eligible.
3. Applicability
 - a. Second shift differential pay shall apply if at least 50% of the total hours worked during a shift, including callback hours worked by an eligible employee, occurred between 4:00 p.m. and 12:00 a.m.
 - b. Third shift differential pay shall apply if 50% of the hours worked, including callback hours worked by an eligible employee, occurred between 12:00 a.m. and 8:00 a.m.
 - c. Shift differential pay will be paid only for time actually worked. Compensatory Time (Comp Time) off, Vacation, Holiday, Sick, Maternity, Family Illness, Military, Jury/Witness Duty, Bereavement and other types of leave are not subject to shift differential and, therefore, will not be paid at the shift differential pay rate.
 - d. Restricted and unrestricted stand-by pay shall not be subject to shift differential and shall be paid at the regular rate of pay.

- e. Callback hours will be included as long as the time elapsed from the end of the preceding shift to the time the callback begins, is no greater than eight hours.
 - f. In the event an eligible employee's shift worked overlaps into both the second and third shift, the shift differential pay rate will be determined based on the shift in which at least 50% of the hours worked falls within, so long as at least 50% of the total hours worked during the entire shift fall within the second and third shifts as defined in this procedure.
 - g. During industrial leave, workers compensation benefits will include shift differential pay in the calculation of workers compensation benefits pursuant to Arizona Revised Statute.
4. Compensation
- a. Second shift differential pay shall be at a rate of 50 cents per hour in addition to the employee's regular rate of pay, and will include all hours worked per qualifying shift.
 - b. Third shift differential pay shall be at a rate of 60 cents per hour in addition to the employee's regular rate of pay, and shall include all hours worked per qualifying shift.

I. Stability Pay

1. Eligibility
- a. Employee has had continuous employment in a regular full-time status position commencing prior to May 1, 1992.
 - b. Employee is working in a full-time position at the time that stability payments are paid.
 - c. Employee is not in a represented classification at the time that stability payments are paid.
2. Compensation
- a. An eligible employee will be compensated at the rate of \$80 for each year of regular status service beginning with the fifth year. The amount increases by \$80 for each additional year of service with a maximum of \$800.
 - b. Eligible regular status employees who are members of the Arizona State Retirement System will be paid annually during the month of December. Years of service are calculated as of November 30 of each year.
 - c. Eligible regular employees who are members of the Public Safety Personnel Retirement System will be paid semi-annually, one-half of the total amount during the month of June and one-half during the month of December. Years of service are calculated as of June 30 of each year.
 - d. Stability pay will be subject to the normal payroll deductions.

- e. An employee who changes from a full-time position to a part-time position will no longer receive stability pay, nor will this benefit be reinstated upon returning to a full-time position.
- f. Upon termination, stability pay will be prorated on a monthly basis as appropriate.

J. Bilingual Pay

1. The City's preference is that all employees will use all their skills to provide the best customer service to our citizens. However, the City will not require employees who do not receive bilingual pay to use their additional language skills.
2. The department director is responsible for identifying any positions that require bilingual skills in a language other than English, based on service need and budget capacity.
3. Eligibility
 - a. In order to receive bilingual pay, an employee must take a bilingual proficiency assessment administered under the authority of the City of Glendale, receive a completed Bilingual Proficiency Assessment form from the Human Resources & Risk Management department verifying that they passed the exam within the previous twelve (12) months and be in a position identified as requiring bilingual skills.
 - b. In selecting an employee to fill a bilingual position, the department director will select the employee best qualified to meet the service needs of the department.
 - c. It is the department's responsibility to monitor the program to ensure that a selected employee continuously meets eligibility standards.
 - d. An employee who does not pass the bilingual proficiency assessment will be eligible to retest within 90 days from the assessment date with the approval of the department director.
 - e. Departments are responsible for promptly taking action when there are changes in the position or eligibility and for notifying the Human Resources & Risk Management Department.
4. Department Responsibility
 - a. In order for the selected eligible employee to begin receiving bilingual pay, the department must submit a Personnel Action form along with the completed Bilingual Proficiency Assessment form to Human Resources & Risk Management.
5. Employee Responsibility
 - a. All employees who participate in the program may occasionally be required to use their bilingual skills in other areas of the organization where there are no bilingual staff members. Departments may also require

employees to be available for emergency situations. Employees participating in the Bilingual Pay Program are responsible to maintain proficiency in bilingual communication skills.

6. Compensation

- a. Eligible employees will receive \$38.00 per pay period.
 - b. Employees are not eligible to receive additional compensation if they speak more than one additional language.
 - c. Compensation for part-time employees will be pro-rated based upon the number of hours regularly worked.
 - d. Bilingual pay compensation will be discontinued if the employee's participation in the program is no longer authorized by the department director, the employee has voluntarily withdrawn from the program, or the employee has been promoted, transferred, or demoted to a position that no longer requires the employee to utilize their bilingual skills. If an employee is to stop receiving bilingual pay for any of these reasons, a Personnel Action form must be submitted to Human Resources & Risk Management indicating when the pay is to be stopped.
 - e. When an employee will be in an unpaid leave status for one or more full pay periods, the department must submit a Personnel Action form to Human Resources & Risk Management stopping the Bilingual Pay. When the employee returns to a paid status, if they meet the eligibility requirements outlined above, the department must submit a Personnel Action form and a Bilingual Proficiency Assessment form to once again initiate the bilingual pay.
7. The calculation and payment for use of bilingual skills may differ for represented employees. Any differences will be outlined in the governing memorandum of understanding for such employees.

K. Uniform, Tool & Safety Equipment Allowances

1. Employees who are required to wear a uniform or have special tools or safety equipment shall be issued a uniform and/or the required tools or special safety equipment or shall be provided with a uniform and/or special safety equipment or tool allowance. Employees shall be responsible for the laundering and maintenance of their uniforms, and for maintenance of their tools.
2. Department directors must send a list of all positions eligible for uniform and/or safety equipment allowances to the Human Resources & Risk Management Department including the justification for the allowance and amount to be paid to the employee in the position.

L. Temporary Assignment Pay

1. Eligibility Criteria
 - a. Temporary performance of duties of a higher classification due to a vacancy or an extended leave of absence. OR

- b. Temporary performance of duties significantly different than and in addition to his/her normal assignments.
2. Compensation
 - a. Assignment pay will generally be for five percent of the employee's current base pay level.
 - b. If the assignment is for the performance of duties due to a vacancy or an extended leave of absence at the department director level or above, the assignment pay will generally be for 10% of the employee's current base pay level or the minimum of the vacant position's salary range whichever is greater.
 - c. Supervisory salary relationships occurring as a result of the assignment will be assessed and considered prior to determining the amount of assignment pay.
 3. Length of Assignment
 - a. All assignments must be for a minimum of two (2) full pay periods and shall have a specified end date no later than ninety (90) days from the date assigned or the termination of the assignment, whichever occurs first.
 - b. Requests to extend assignment pay beyond ninety (90) days must be submitted to and approved in writing by the Human Resources & Risk Management Director. All such requests must specify the reason for the extension and the anticipated end date of the assignment.

M. City-Paid Mobile Electronic Devices or Reimbursement

1. Some employees may be eligible to receive a city-issued mobile electronic device, obtain reimbursement for use of their personal device for city business, or receive a device allowance. Eligible employees would include:
 - a. Members of City Management as identified by the City Manager or the City Manager's designee.
 - b. Employees designated by the department director or the department director's designee.
 - c. Public Safety employees as deemed necessary to their job function by their Chief.
2. For employees eligible to receive a monthly allowance, the amount of the allowance will be determined by the City, will be necessitated because of the employee's job requirements, and will require supervisor approval. Allowances will be subject to all applicable state and/or federal payroll taxes. Further details can be found in the Finance Administrative Policy "City-Paid Mobile Electronic Devices or Reimbursement."

N. Public Safety Emergency Services Pay (ESP)

1. Certain exempt status management employees within the Police and Fire Departments may be eligible for additional compensation for taking on additional assigned responsibilities in the following circumstances:
 - a. Emergency situations.
 - b. At, or in preparation for, certain special events (e.g., stadium or arena event) where public safety concerns require additional Public Safety management personnel to ensure that public safety is not compromised.
 - c. Special pre-approved situations at the discretion of the chiefs of Police or Fire Departments, including, but not limited to the following examples:
 - i. Ensuring an adequate level of supervisory oversight at critical times to ensure operational effectiveness and public safety.
 - ii. A major public safety incident requiring the response of certain personnel after normal working hours.

2. Eligibility

The following positions qualify for ESP under these guidelines:

- a. Fire Department:
 - Battalion Chief
 - Battalion Chief working on assignment as Deputy Chief
 - Deputy Chief
 - Assistant Chief
 - Civilian Division Managers as designated by Fire Chief
- b. Police Department:
 - Lieutenants
 - Commanders
 - Assistant Chief
 - Technical Services Administrator (Civilian)
 - Other Civilian Managers as designated by Police Chief

3. Compensation

- a. Qualified positions will be compensated at a predetermined rate per 4-hour block (figured on a flat dollar per hour rate) during such time that they are assigned to manage an emergency situation, special event function or other special pre-approved situations.
- b. This program can only be administered as long as funds are available within each respective department's budget.

O. Time Adjustment Pay (TAP)

1. Eligibility
 - a. Time Adjustment Pay may be provided to Fire department employees who temporarily move from a 52 hour schedule to a 40 hour schedule. Employees must be on regular work status to be eligible. Employees who are on modified or accommodated duty are not eligible.
2. Compensation
 - a. Time Adjustment Pay will be for five percent of the employee's current base pay level.
3. Duration
 - a. The minimum duration of Time Adjustment Pay will be two full pay periods.
4. Additional information can be found in Glendale Fire Department General Order Number 204.09



Legislation Description

File #: 15-700, Version: 1

AWARD OF BID RFP 16-06, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FESTIVAL SHUTTLE SERVICES FOR GLENDALE GLITTERS, GLENDALE GLITTER & GLOW AND GLENDALE CHOCOLATE AFFAIRE FROM INDUSTRIAL BUS LINES DOING BUSINESS AS ALL ABOARD AMERICA!

Staff Contact: Laurie Sapp, Assistant Communications Director

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into an agreement with Industrial Bus Lines, doing business as All Aboard America! for festival shuttle services for Glendale Glitters, Glendale Glitter & Glow Block Party and Glendale Chocolate Affaire, in an amount not to exceed \$26,000 per fiscal year. The initial term of the contract is for one year upon approval of the City Council. This request also authorizes the City Manager to renew the agreement annually, at the City Manager's discretion, for an additional four years in an amount not to exceed \$130,000 over the full five year term of the agreement.

Background

The growth in attendance of our festivals over the years, in particular Glendale Glitters which is estimated to attract 75,000 per year, and Glendale Glitter & Glow which is estimated to attract 85,000 per year, has necessitated the employment of a shuttle service to serve these festivals. The shuttles alleviate a great deal of the parking pressure on the downtown and traffic in and around the downtown area by taking thousands of cars out of the area and locating them at the shuttle loading and unloading lots at Glendale Community College. The value of the shuttle benefits is even more crucial when you factor in that both of these events require the closure of Glendale Avenue to accommodate the large crowds and the programming we develop to serve these crowds. The shuttle service runs to and from the festivals utilizing Glendale Community College parking lots throughout all event hours making it extremely convenient for festival attendees to find easy, safe parking quickly. Festival attendees are shuttled to and from the festivals every few minutes for an outstanding customer experience. This service cuts down on traffic, is neighborhood friendly, a great festivalgoer service and eliminates a great deal of automobile emissions from the downtown area. In addition, for the Chocolate Affaire, there are shuttles that serve as programming elements to tie in tours of the historical and iconic Cerreta's Chocolate Factory with the award-winning Chocolate Affaire as part of the "all things chocolate" experience of the festival in the downtown area.

Analysis

- The shuttles have become a programming necessity based on the size of these festival crowds and the programming that has been added to serve them. The shuttle's benefits combined with the significant impact of the closure of Glendale Avenue make the shuttles a very positive influence on traffic congestion, parking pressure in the downtown, attendee convenience and better air quality for the

surrounding neighborhoods. We recommend continuance of the shuttle service and believe that it serves the city, festivals and neighborhoods well.

- We feel strongly that the alternative of no shuttle service with the size of crowds our festivals attract and the closure of Glendale Avenue puts extreme pressure on the surrounding neighborhoods. Without the shuttle, the high volume of cars driving through the neighborhoods and limited amount of parking spaces create not only a negative experience for attendees but also for the citizens whose streets are overwhelmed with cars seeking parking spaces where not enough exist. Special Events, Police and Transportation all believe strongly that the shuttles are an important part of our successful operation of these festivals and that ceasing to have the shuttles is no longer a viable alternative.
- The budget for this expenditure comes from the festival budget approved by Council for the FY16 budget. The shuttles for Glendale Glitters and Glendale Glitter & Glow are sponsored by Blue Cross Blue Shield of Arizona.
- This item is up for approval now as this is a newly awarded RFP for shuttle service for the 2015 - 2016 festival season. At the discretion of the City Manager we request that this amount be approved for the potential life (five years) of the agreement in an amount not to exceed \$130,000.

Previous Related Council Action

This item has not been brought before Council for Action before. It has been an annual agreement under \$50,000 in prior years so it was administratively approved. It is now a multi-year RFP and needs council approval. It has been an important part of the operational formula for smooth and safe access for these festivals in and out of the downtown and is supported by Special Events, Police and Transportation for the public safety contribution they provide for the festivals. Shuttles have served an important role in Glendale's award-winning festivals for over 10 years. The budget for this expenditure comes from the festival budget approved by Council for the FY16 budget. The shuttles for Glendale Glitters and Glendale Glitter & Glow are sponsored by Blue Cross Blue Shield of Arizona.

Community Benefit/Public Involvement

Glendale is famous for its free admission family friendly festivals. They instill pride in our citizens and generate much-needed economic impact for the Historic Downtown, Catlin Court and surrounding areas. Shuttles at these specific signature festivals make them safer, provide a better attendee experience, take traffic and pressure off neighborhoods surrounding the downtown and increase the number of people that can attend the festivals. The festivals have been designated as a "Key Priority" by City Council for FY16 for their positive impact on downtown businesses, Glendale's regional identity and reputation and tax revenue generated.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Special Events Department budget. Expenditures with Industrial Bus Lines doing business as All Aboard America are not to exceed \$26,000 per fiscal year for the first year, and \$130,000 over the term of the five year agreement contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$26,000	Glendale Glitters (1000-14104-518200) - \$12,500 Glendale Glitter & Glow Block Party (1000-14106-518200) - \$7,000 Glendale Chocolate Affaire (1000-14107-518200) - \$6,500

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
EVENT SHUTTLE SERVICES
City of Glendale Solicitation No. 16-06**

This Agreement for Event Shuttle Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Industrial Bus Lines, a New Mexico corporation dba All Aboard America!, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 20_____.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-06 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$130,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$5,000,000 per accident for Contractor and \$5,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Industrial Bus Lines dba All Aboard America!
c/o Lesleigh Campise
230 S. Country Club Drive
Mesa, AZ 85210
480-222-6940

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Dory Ludwig
5850 W. Glendale Ave
Communications, B63
Glendale, Arizona 85301
623-930-2961

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager


ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Industrial Bus Lines, Inc dba All Aboard America,
a New Mexico corporation
Phone 480-222-6940
Lesleigh Campise, Sales Manager
lesleigh@allaboardamerica.com



By: *Lesleigh Campise*
Its: *Sales Mgr*

EXHIBIT A

16-06

PROJECT

[See attached]



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-06

DESCRIPTION: EVENT SHUTTLE SERVICES

ISSUE DATE: July 30, 2015

OFFER DUE DATE AND TIME: August 13, 2015, 4:00pm local time

PRE-OFFER CONFERENCE: August 5, 2015 AT 2:00 PM
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue– Municipal Building, Third Floor, Conference Room 3B, Glendale, AZ 85301
Attendance is not required.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. **See Paragraph 2.3 for additional instructions for preparing an offer.**

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Connie Schneider
Materials Management Division
623-930-2868
CSchneider@glendaleaz.com



**City of Glendale
Materials Management
Solicitation Number: RFP 16-06
EVENT SHUTTLE SERVICES**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

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SPECIFICATIONS

1.0 INTRODUCTION

The City of Glendale (“City”) is soliciting Requests for Proposals from qualified firms or individuals capable of managing and operating shuttle bus services for citywide special events as described within this solicitation. The average attendance for all three festivals combined is anticipated to be 245,000.

1.1 CITY SPECIAL EVENTS – All events are located downtown Glendale. Additional information on these events may be found on the City web site: www.glendaleaz.com. The following list of events and dates are for the 2015 holiday schedule.

NAME OF EVENT	DATE(S)	ATTENDANCE
Glendale Glitters Spectacular	11-27-2015	75,000
	11/28/2015	
Glendale Glitter & Glow Block Party	1/9/2016	90,000
Glendale Chocolate Affaire (*Mini-buses)	2/5/2016	80,000
	2/6/2016	
	2/7/2016	

1.2 HOURS OF OPERATION - Hours of shuttle bus service operations will be determined based on the type of event. It is anticipated that service will start thirty (30) minutes prior to the start of the event stop thirty (30) minutes following the event.

NAME OF EVENT	DATE(S)	* START TIME	* END TIME
Glendale Glitters Spectacular	11-27-2015	5:00 PM	10:00 PM
	11/28/2015	5:00 PM	10:00 PM
Glendale Glitter & Glow Block Party	1/9/2016	4:00 PM	10:00 PM
Glendale Chocolate Affaire (*Mini-buses)	2/5/2016	5:00 PM	10:00 PM
	2/6/2016	10:00 AM	10:00 PM
	2/7/2016	12:00 PM	5:00 PM

** Shuttle services will start thirty (30) minutes prior to event start and end times stated above.*

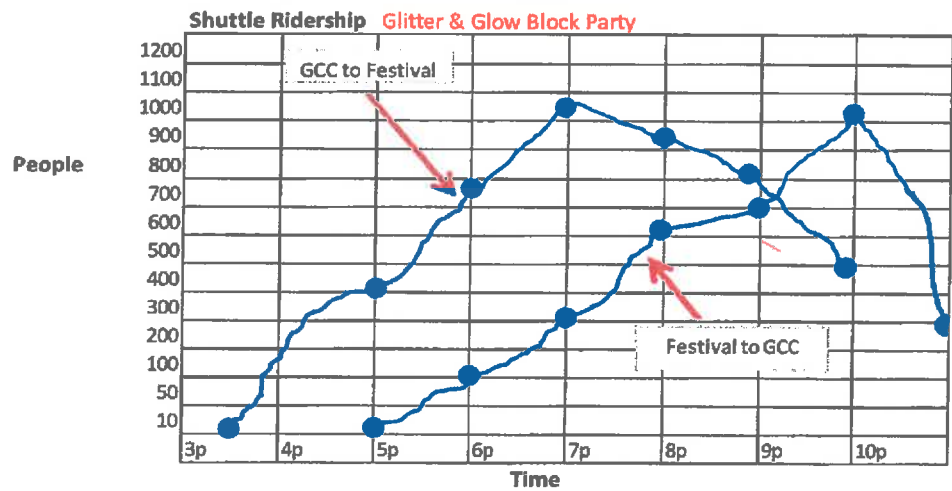
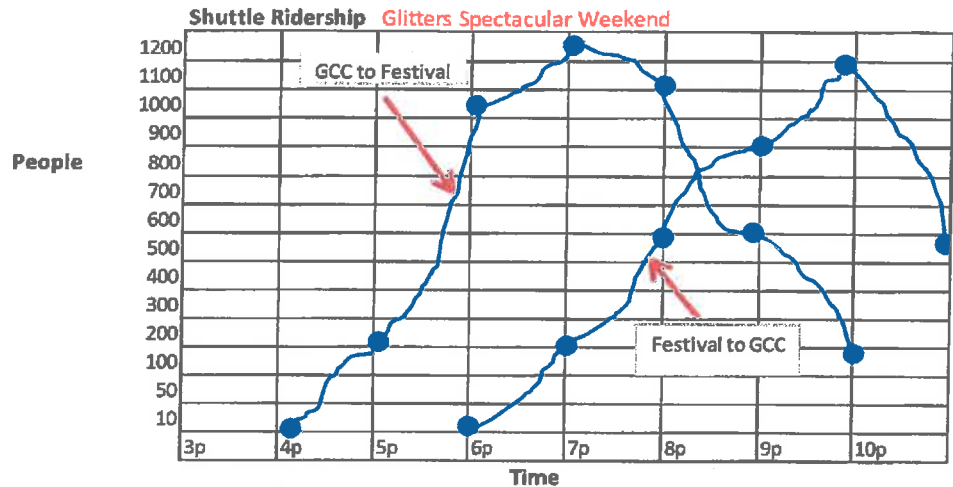



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1.2.1 Extended hours of operations may be necessitated by an extended event time. The City's on-site contract administrator will determine the end of hours of operations for the shuttle service. The end of operations notice will be provided to the contractor's on site supervisor by the contract administrator.

1.2.2 EVENT ESTIMATED RIDERSHIP TIMELINE



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1.3 PARKING LOT AND LOADING / UNLOADING LOCATIONS – Contractor shall load and unload passengers at the following on-site/off-site parking lot(s) listed below:

1.3.1 Glendale Glitters Spectacular and Glendale Glitter & Glow Block Party:

1.3.1.1 Off-site lot location: Glendale Community College, north parking lot, Entrance at 59th Avenue and Via Gaucho.

1.3.1.2 On-site loading and unloading location: 59th Avenue and Myrtle

1.3.2 Glendale Chocolate Affaire:

1.3.2.1 Contractor shall perform continuous shuttle services between downtown Glendale at 57th Drive and Glenn and Cerreta’s Candy Company, at 54th Avenue and Glendale Avenue. The route is East on Glenn from 57th Drive to 54th Avenue, and South into the Cerreta’s Candy Company parking lot. It then returns to 57th Drive and Glenn following the same route.

1.3.2.2 Contractor shall use an Americans Disability Act (ADA) compliant mini-bus that has a capacity of twelve (12) to thirty-two (32) passengers. A twelve (12) passenger van or similar vehicle is not acceptable.

1.4 CITY SPECIAL EVENTS TRAFFIC AND PARKING MANAGEMENT PLANS. The City has a special events committee charged with creating an Operations Plan for special events. This may require participation from the Contractor on the following issues:

CONTRACTOR SHALL:

1.4.1 Assist with development of an overall transportation Operations Plan, including the Traffic and Parking Management Plan;


1.4.2 Participate in City Committee meetings for the purposes of advance planning of transportation for the Events described herein and future events and provide input related to, at a minimum, the following:

1.4.2.1 Shuttle bus loading/unloading for the on-site and off-site lot areas;

1.4.2.2 Off-site parking and shuttle operations;

1.4.2.3 Shuttle bus routing and priority; and

1.4.2.4 Provide feedback to the Special Events Program Manager on performance of the traffic and parking plans and modifications to those plans as necessary;


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- 1.4.3 Attend and participate in City staff meetings related to the event, as requested;
- 1.4.4 Provide all necessary resources and personnel for the advance planning of personnel and resources for the Events;
- 1.4.5 Provide planning, management and supervision of transportation services for Events to be agreed upon fourteen (14) days prior to event; and
- 1.4.6 Submit a shuttle bus operation plan to City staff for review and approval no less than fourteen (14) days prior to the event. Shuttle pickup and drop-off locations may vary for each event.


1.5 SHUTTLE BUS OPERATION – CONTRACTOR SHALL:

- 1.5.1 Work with City staff during the planning process to determine the number of sites to be open for each event, the amount of anticipated off-site parking demand, and the resulting shuttle bus and/or mini-bus requirements on an event-by-event basis;
- 1.5.2 Provide the necessary fleet of shuttle buses operate the off-site parking shuttle service before, during and after events;
- 1.5.3 Provide all necessary personnel to operate the off-site parking shuttle service before, during and after events. This shall include, but is not limited to, the ground personnel, supervision, and crowd control equipment and supplies necessary to assist in loading and unloading of passengers;
- 1.5.4 Use either a forty-eight (48) to sixty-four (64) passenger tour style bus for these two events;
- 1.5.5 Meet American’s with Disability Act (ADA) requirements for all shuttle bus services;
- 1.5.6 Ensure that a minimum of one bus is ADA equipped, for any event where shuttles are required;
- 1.5.7 Direct all questions, concerns, issues, and recommendations to the City’s on-site contract administrator; and
- 1.5.8 If Contractor uses a third party to provide a mutually agreed upon number of buses and hours of operation for the events, the following shall apply:
 - 1.5.8.1 The City shall have the opportunity to review all Contractor/third party contracts in advance.
- 1.5.9 Ensure that all shuttle buses are equipped with a working DVD player.”

1.6 ADDITIONAL REQUIREMENTS – CONTRACTOR SHALL:


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- 1.6.1 Perform an efficient system of transporting of passengers to and from City special events throughout duration of events in a safe and professional manner at all times;
- 1.6.2 Interface with all local public agencies; including City departments, and other entities or personnel which are involved in the transportation and security of attending public during each of the Events;
- 1.6.3 Be responsible for the scheduling of all On-site and Off-Site Parking Lots bus shuttles and staffing resources in support of the services from during each Event;
- 1.6.4 Provide and have all staff wear uniform shirts and slacks or shorts;
- 1.6.5 Provide and have all staff wear badges denoting their activity and their status as supervisor or staff;
- 1.6.6 Avoid any dispute with any person;
- 1.6.7 Contact the Glendale Marketing Department contact immediately should any individual become physically or verbally abusive;
- 1.6.8 Report any unusual incidents of hazardous conditions as soon as practicable to the Glendale Marketing Department contact;
- 1.6.9 Immediately report any life threatening emergencies to Glendale Police Department;
- 1.6.10 Be responsible for the procurement, management and supervision of all personnel;
- 1.6.11 Recommend and coordinate with the City's Marketing department to designate the location of Contractor's staff;
- 1.6.12 Provide the City with the mutually agreed upon number of workers to staff each event throughout the term of the contract at least fourteen (14) days prior to each event;
- 1.6.13 Agree in writing to revise and finalize required staffing numbers within three (3) business days prior to event if requested by either party;
- 1.6.14 Designate a representative to be in constant communication with City staff during special events;
- 1.6.15 Be responsible for ensuring efficient and accurate communication between Contractor / subcontractor personnel;
- 1.6.16 Ensure that Contractor's management personnel are constantly available to receive instruction from City Marketing staff during scheduled hours;
- 1.6.17 Ensure that subcontractor(s) shall take direction from the City's Marketing staff during special events;

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- 1.6.18** Provide emergency contact information three (3) days prior to event to be available at any time during special event hours; and
- 1.6.19** Provide ridership numbers by the hour to and from shuttle locations at the end of the event to Special Events Program Manager.

END OF SECTION

	<p>City of Glendale Materials Management Solicitation Number: RFP 16-06 EVENT SHUTTLE SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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2.0 SPECIAL INSTRUCTIONS

2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on August 5, 2015, 4:00 P.M, Arizona Time, located at 5850 W. Glendale Avenue, 3rd Floor, Room 3B. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale’s position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.


2.2 RETURN OF OFFER The Offeror shall submit one (1) hardcopy marked as “Copy”. The offeror shall also submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 16-xx – *Original - Name of Offeror.*” (For example: RFP 16-xx – Original - ABC Company.)

The proposal hardcopy shall be submitted in bound format (three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Offer Package** of these Special Instructions. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.” Offers that do not conform to the above format may be rejected.

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 COVER SHEET**
- 2.3.2 OFFER SHEET, Section 4.0**
- 2.3.3 PRICE SHEET, Section 5**
- 2.3.4 ADDENDUM, Return all addenda (if applicable).**
- 2.3.5 PROPOSAL IN CONFORMANCE WITH SCOPE OF SERVICES**
- 2.3.6 SUBMISSION REQUIREMENTS**

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2.4 SUBMISSION REQUIREMENTS

Offeror's should provide written, narrative responses for each item requested within the criteria below. When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror's, at a minimum must submit the following in the order they appear:

2.4.1 EXPERIENCE AND QUALIFICATIONS.....(30%)

2.4.1.1 Offeror's proposal should include:

- 2.4.1.1.1 Company profile that details company history;**
- 2.4.1.1.2 Organization chart; also identifying those in a subcontractor capacity;**
- 2.4.1.1.3 Management Contact Information;**
- 2.4.1.1.4 Business locations;**
- 2.4.1.1.5 Number of years in business; and**

2.4.1.2 Offeror shall provide names and resumes of key personnel as well as subcontractors used in the key personnel capacity, to include job title, job description, experience, years with the company;

2.4.1.3 Offeror's shall demonstrate their firm's knowledge of services, labor assignment capacity, and success in providing the services;


2.4.1.4 Offeror's should provide details of projects undertaken that are of similar nature and size based on the City's Specifications;

2.4.1.4.1 Offeror's shall submit with their offer a minimum of three (3) project / service engagements provided of similar size and scope over the last two (2) years and include the following for each project:

- A detail of the project / services
- Customer name, address, phone number;
- Contract person, email address;
- The number of personnel used, dates of services provided;
- The number of days, hours, and approximate number of personnel transported.

2.4.2 METHOD OF APPROACH.....(25%)

2.4.2.1 Offeror shall clearly provide their written understanding of the City's requirements, specifications, and what your firm's proposed method is to meet requirements and timelines stated herein.

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- 2.4.2.2 Offeror shall state how your firm manages varying crowd sizes and shuttle demands;
- 2.4.2.3 Offeror's shall provide a communication plan between key personnel, including subcontractors, and the City contact or representative;
- 2.4.2.4 Offeror shall provide a specific crowd control plan for loading and unloading passengers;
- 2.4.2.5 Offeror shall explain the process used to determine how many buses would be required for each event to meet turnaround times based on ridership graphic provided in **Section 1.2.2**;
- 2.4.2.6 Offeror shall describe how driver breaks and meals will be incorporated into the required shuttle event hours;

2.4.3 CAPACITY OF OFFEROR.....(25%)

- 2.4.3.1 Offeror shall describe the type of communication equipment used by bus drivers and event staff;
- 2.4.3.2 Offeror shall describe the equipment used for the operation and management of shuttle services, include the following:
 - 2.4.3.2.1.1 Bus, make, model, and year for the tour type and mini buses used;
 - 2.4.3.2.1.2 Undercarriage storage;
 - 2.4.3.2.1.3 Lift equipment;
 - 2.4.3.2.1.4 Shuttle related equipment, communication equipment, such as signage, crowd control equipment (this would include barricades), etc;
- 2.4.3.3 Offeror shall provide confirmation that all buses or shuttles have a working DVD player; and
- 2.4.3.4 Offeror shall describe their capacity to provide backup shuttle buses and personnel;

2.4.4 PRICING STRUCTURE.....(20%)

- 2.4.4.1 Offeror's shall provide cost in accordance with the pricing structure as outlined in **Section 5**. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.



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- 2.5 ALTERNATE OFFERS/EXCEPTIONS**
Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.6 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.
- 2.7 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five (5) days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.8 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.9 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.10 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.11 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.



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- 2.12 **DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.12.1 Determine in greater detail such Offeror's qualifications, and
 - 2.12.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.12.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
 - 2.12.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.13 **BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.14 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.15 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.16 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.



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- 2.17 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.18 COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).
- 2.19 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.


- 2.20 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall

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not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

END OF SECTION

	City of Glendale Materials Management Solicitation Number: RFP 16-06 EVENT SHUTTLE SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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3.0 SPECIAL TERMS AND CONDITIONS


- 3.1 **TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 **PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed in the form of a contract amendment.
- 3.4 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.5 **INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

3.5.1.1 Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence, \$5,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3.5.1.2 Automobile Liability: Insura

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3.5.1.3 nce covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.

3.5.1.4 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.


Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require

 <p>GLENDALÉ</p>	<p style="text-align: center;">City of Glendale Materials Management Solicitation Number: RFP 16-06 EVENT SHUTTLE SERVICES</p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.


3.6 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.7 CONFLICT OF INTEREST Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

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“Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.


3.8 ESTIMATED QUANTITIES The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor’s performance.

3.9 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00/property. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

3.10 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

3.11 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if

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disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.


3.12 PERMITS AND LICENSES The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.13 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.14 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff


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member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.15 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 3.16 **ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.17 **NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

END OF SECTION

	City of Glendale Materials Management Solicitation Number: RFP 16-06 EVENT SHUTTLE SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature	Company's Legal Name
Printed Name Address	
Title	City, State & Zip Code
Telephone Number	FAX Number
Authorized Signature Email Address	Date

For questions regarding this offer: (If different from above)


Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

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5.0 PRICE SHEET - NO MINIMUM WILL BE ACCEPTED

5.1 Provide the hourly cost per bus, including driver, of providing the shuttle bus service. The hourly rate shall include all required meeting attendance, crowd control equipment (i.e. barricades, fencing, etc.), and all other costs required to perform the duties under this solicitation (excluding all taxes)

Tour Bus Hourly Rate: \$ _____ Mini-Bus Hourly Rate: \$ _____

5.2 Provide the job description and the hourly cost for the staffing required to provide the shuttle bus service and.

JOB TITLE	JOB DESCRIPTION	HOURLY RATE
Shuttle Manager		
Shuttle Coordinator		

5.3 PROCUREMENT CARD ORDERING CAPABILITY See Section 2. Please check appropriate box.

_____ YES, I will accept payment under this contract with the Procurement Card.

_____ NO, I will not accept payment under this contract with the Procurement Card.

5.4 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES

NO

If your answer is NO, please state terms offered: _____

OFFEROR NAME: _____


5.5 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

5.6 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

RFP 16-06
EVENT SHUTTLE SERVICES



ALL ABOARD AMERICA!
230 South Country Club Drive
Mesa, AZ 85210
480-222-6940
Lesleigh Campise, Sales Manager
lesleigh@allboardamerica.com

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4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

<u>Lesleigh Campise</u> Authorized Signature	<u>Industrial Bus Lines dba ALL ABOARD AMERICA!</u> Company's Legal Name
<u>230 S. Country Club Drive</u> Printed Name Address	_____ _____
<u>Sales Manager</u> Title	<u>Mesa, AZ 85210</u> City, State & Zip Code
<u>480-222-6940</u> Telephone Number	<u>480-222-6961</u> FAX Number
<u>lesleigh@allaboardamerica.com</u> Authorized Signature Email Address	<u>8/3/2015</u> Date

For questions regarding this offer: (If different from above)

same as above

Contact Name	Phone Number	Fax Number
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 Email Address

FEDERAL TAXPAYER ID NUMBER: 85-0093170

Arizona Sales Tax No. 07461213-P Tax Rate 6.3%

Offeror certifies it is a: Proprietorship _____ Partnership _____ Corporation

Minority or woman owned business: Yes _____ No

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5.0 PRICE SHEET - NO MINIMUM WILL BE ACCEPTED

5.1 Provide the hourly cost per bus, including driver, of providing the shuttle bus service. The hourly rate shall include all required meeting attendance, crowd control equipment (i.e. barricades, fencing, etc.), and all other costs required to perform the duties under this solicitation (excluding all taxes)

Tour Bus Hourly Rate: \$ 89.00 Mini-Bus Hourly Rate: \$ 82.00

5.2 Provide the job description and the hourly cost for the staffing required to provide the shuttle bus service and.

JOB TITLE	JOB DESCRIPTION	HOURLY RATE
Shuttle Manager	Oversee operation on site	30.00
Shuttle Coordinator	Assist onsite operations	25.00

5.3 PROCUREMENT CARD ORDERING CAPABILITY See Section 2. Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.4 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES

NO

If your answer is NO, please state terms offered: Net 30 days

OFFEROR NAME: Industrial Bus Lines dba ALL ABOARD AMERICA!

5.5 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

5.6 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

August 5, 2015

To: City of Glendale
Attn: Materials Management
5850 W. Glendale Avenue, Suite 317
Glendale, AZ 85301

From: Lesleigh Campise – Sales Manager
Industrial Bus Lines, Inc. dba/ALL ABOARD AMERICA!
230 S. Country Club Drive
Mesa, AZ 85210
480-222-6940

Bid: RFP 16-06 EVENT SHUTTLE SERVICES

Date of service: November 2015/January & February 2016.

2.4.1. EXPERIENCE AND QUALIFICATIONS

2.4.1.1.1 Company Profile:

All Aboard America! is the trade name operated by Industrial Bus Lines, Inc. All Aboard America! has been in business for just under 80 years. We have developed experience within our industry from our many years of service. We are dedicated to keeping ourselves educated on the new and upcoming trends that make our industry safe, reliable and efficient for our customers and the environment around us. Our years of service and experience have allowed us to be successful at many types of programs such as; long term Commuter runs, Charter service, Shuttle services and over the road tours. These services are for anyone from children to seniors and are handled with great care and attention to detail from placing the orders to fulfilling the transportation. All Aboard America! would be delighted to partner with The City of Glendale again as a vendor of choice, providing our experience and professionalism for your city for many years to come. We have a vast knowledge and experience in providing this exact shuttle service, having been the service provider since 2009. Our previous 5 years of serving this program, should provide you with confidence in our expertise in operating the events and continued success. Our dispatchers and maintenance departments are experienced in providing coverage as swiftly and as safely as possible for all unforeseeable situations that may arise. We have a large fleet which allows us respond quickly if we have any service failure.

We have maintained a "1" rating (their highest) from Consolidated Safety Services who does an extensive audit of all military authorized carriers for the Department of Defense. We also

maintain a "Satisfactory" rating (their highest) with the United States Department of Transportation.

2.4.1.1.2 Organizational info and 2.4.1.1.3 Contact Information:

The account would be handled by the Sales Manager, Lesleigh Campise and Operations Manager, Jim Mas. Both managers' report directly to Jack Wigley, CEO.

2.4.1.1.3 Management Contact Information:

Lesleigh Campise – Sales Manager lesleigh@allboardamerica.com 480-222-6940
Jim Mas – Operations Manager jimm@allboardamerica.com 480-222-6940
Jack Wigley – Owner/CEO jack@allboardamerica.com 480-222-6940

2.4.1.1.4 Business Locations:

Our corporate headquarters is based in Mesa, AZ. We currently operate from the following locations: Phoenix Arizona, Santa Fe New Mexico, El Paso Texas and Midland/Odessa Texas.

2.4.1.1.5 Number of years in business:

All Aboard America! is proud to celebrate our 80th anniversary of "Chartering Confidence" in 2016. Established in 1936.

2.4.1.2 Offeror Key Personnel:

Lesleigh Campise – Sales Manager lesleigh@allboardamerica.com 480-222-6940. 25 years in the Phoenix metro area charter transportation industry. For the past 5 years has managed/supervised the Event Shuttle Services for City of Glendale.
Jim Mas – Operations Manager jimm@allboardamerica.com 480-222-6940. 10 years in the Phoenix metro area charter transportation industry. For the past 5 years has managed/supervised all operational aspects of the Event Shuttle Services for City of Glendale.
Jack Wigley – Owner/CEO jack@allboardamerica.com 480-222-6940. Over 50 years in the transportation industry as owner/CEO of family owned business.

2.4.1.3 Knowledge:

We have a vast knowledge and experience in providing this exact shuttle service, having been the service provider since 2009. Our previous 5 years of serving this program, should provide you with confidence in our expertise in operating the events and continued success. We know the ridership peaks and when additional equipment/staff needs to be assigned.

2.4.1.4.1 Projects Similar over past 2 years.

1. Arizona State University – Commuter Shuttle

Provided commuter intercampus shuttle service during school year with 13 coaches per day running 18 hours a day. Servicing contract for past 3 years and carrying thousands of students daily. 26 drivers and 3 internal staff assigned daily.

Judi Nelson CPM Manager

ASU Transportation
Purchasing and Bus Services
P.O. Box 875212
Tempe, AZ 85287
480-965-0472
juliet.nelson@asu.edu

2. City of Glendale – Event Shuttle

Provided event shuttle from 2009 through 2014. Service requirements vary by event, range is from 3 mini's to 12 motors per day/per event. Staff typically 1 – 5, depending on event/ridership. Shuttled thousands of spectators over the years between GCC to Glitter, Glow and Chocolate Affaire. We use our 28 passenger ADA mini coaches for Chocolate Affaire and full size 56 passenger ADA motors for Glow and Glitter.

Dory Ludwig
City Special Events
5850 W. Glendale Ave #B63
Glendale, AZ 85301
623-930-2961
dludwig@glendaleaz.com

3. SP Plus Gameday – Event Shuttle

Provided event shuttle in 2014 for home football games at U of P Stadium. Service requirements vary by event, Staff typically 1 – 5, depending on event/ridership. Operated approx. 7 – 10 motorcoaches based on peak/off peak ridership. Shuttled thousands of spectators during each event.

Megan Ricker
Special Events
201 South Orange Avenue
Suite 925
Orlando, FL 32801
623-826-3353
megan.m.ricker@gmail.com

Additional references are available upon request.

2.4.2 METHOD OF APPROACH 1- 6

2.4.2.1-6 Company Profile:

All Aboard America! understands the requirements and methods entailed to fulfill the shuttling of spectators to and from the events. We have specific staff that oversees every aspect of the events, from managing the operators, hiring the ground personnel and working with the barricade company to outline the crowd control at both start and finish locations. We have managers on location to ensure we are running at capacity and wait times are no

greater than 15 minutes. Our ground personnel that operates this program has been the same for years and assists with any special needs a passenger may have (loading, unloading, strollers, ADA, service dogs). They also monitor the flow at both locations in case we need to transfer motors on the opposite end to keep flow at capacity. Cell phones are used for personnel staff on the ground to communicate current flow. Our coaches are equipped with DVD's which allows us the opportunity to play Glendale's DVD's on a loop throughout the events. We operate the largest fleet in AZ and also the largest ADA fleet in the valley. We do not foresee any subcontracting necessary. Our spectator/ridership counts are recorded at both ends of the shuttle and submitted to City of Glendale within 2-3 business days. We work directly with Glendale PD in the case a situation arises with which we need assistance. In years past we have reviewed the previous event's peak/non-peak time to determine the equipment requirements for the following year and take into consideration any other events that may case in ridership increase or decrease. There are no meals required for our operators and for Glow and Glitters, no break is necessary due to the hours of service.

2.4.3 CAPACITY OF OFFEROR

2.4.3.1 Communication:

All Aboard America! Is available for business 365 days a year. Although our office may be closed, we are not considered closed, we have 24 hour dispatch service (emergency 480-797-1289) and emergency maintenance service (480-222-6943) on call everyday. Our dispatchers are experienced in providing coverage as swiftly and as safely as possible for all unforeseeable situations that may arise. If you are having any problems that require our immediate attention you can be sure to reach us. We can be reached at our offices Monday through Sunday 8:00 AM to 5:00PM or via our on call service any time after hours Monday through Sunday. Our onsite personnel is available throughout the program via cell phone and can communicate directly to the drivers.

2.4.3.2 1-4 Equipment

28 passenger ADA mini coaches, 48 & 56 Passenger, Luxury Motorcoaches, Restroom, PA System, Drive CAM, DVD, Wi-Fi, CD, Individual Overhead Climate Control, Individual reading lights, Overhead racks, Huge tinted picture windows, Individual Reclining Seats w/arm, head & foot rests, Large, weather-proofed undercarriage luggage compartments and kneeling coaches. ADA Coaches are available with advance notice of 72 hours. All ADA coaches accommodate 2 wheelchairs per coach. Each wheelchair requires the removal of seats. Therefore a 56 passenger ADA coach with 2 wheelchairs on board will leave 48 seats for additional passengers. Please be sure to adjust your seating arrangements accordingly as your seating capacity will reduce. All drivers have been trained extensively on ADA lift operation and boarding of ADA guests. We operate 43 coaches in our Mesa, AZ fleet. Our coaches are Prevost HE-45 models ranging from 2003- 2016 models. Our coaches currently average 6 years in age.

2.4.3.3 DVD

All motorcoaches are DVD equipped.

2.4.3.4 Backup/additional

We have the largest fleet in AZ and the ability to take on additional motors and staffing as needed.

SEE FOLLOWING PAGE FOR DETAILED EQUIPMENT LIST

UNIT#	YEAR	MAKE	PAX	DVD	VCR	DCAM	ADA	WIFI	DESCRIPTION	PAINT	STRIPES
467	2003	Prevost	56	Y	N	Y	Y	Y		WHITE	BLUE/BROWN
486	2003	Prevost	56	Y	Y	Y	N	N		WHITE	COPPER/BLUE
487	2003	Prevost	56	Y	Y	Y	N	N		WHITE	BLUE/RED
493	2005	Prevost	56	Y	Y	Y	Y	Y		BEIGE	MAROON/SILVER
494	2005	Prevost	56	Y	Y	Y	Y	Y		MINT GREEN	MAROON/BLUE
495	2005	Prevost	56	Y	Y	Y	Y	Y		SILVER/GRAY	GOLD/LT. SILVER
496	2005	Prevost	56	Y	Y	Y	Y	Y		BLUE	SILVER/DK. BLUE
498	2005	Prevost	56	Y	Y	Y	Y	N		WHITE	HARRAHS
499	2005	Prevost	56	Y	Y	Y	Y	N		WHITE	HARRAHS
500	2005	Prevost	56	Y	Y	Y	N	N		WHITE	GOLD/MAROON
508	2005	Prevost	56	Y	Y	Y	Y	Y		BEIGE	MAROON/SILVER
509	2005	Prevost	56	Y	N	Y	N	Y		BLUE	WHITE/DK BLUE
514	2008	Prevost	56	Y	N	Y	Y	N			HARRAHS
520	2007	Prevost	56	Y	N	Y	Y	Y		BLUE	RED/SILVER
521	2006	GCA	35	Y	N	Y	Y	N		WHITE	RED
525	2007	Prevost	56	Y	Y	Y	N	N		BEIGE	BLUE/RED
526	2007	Prevost	56	Y	Y	Y	Y	Y		BLUE	WHITE/RED
530/444	1999	Prevost	56	Y	Y	Y	N	N		WHITE	SILVER/BLACK
534	2006	Sprinter	12	N	N	Y	N	N		WHITE	SILVER AAA
535	2007	Prevost	56	Y	Y	Y	N	N	110 Volt Outlet	WHITE	BLUE/RED
541	2007	GCA	35	Y	N	Y	Y	Y		WHITE	
545	2008	Prevost	56	Y	N	Y	N	N		WHITE	RED/BLUE
565	2010	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	ROYAL BLUE	SILVER/RED
566	2010	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	WHITE	PLUM/SILVER
571	2012	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	SILVER	LIGHT BLUE/DARK BLUE
572	2012	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	WHITE	BLACK/RED
573	2012	Prevost	56	Y	N	Y	N	Y	Seatbelts/110 Volt Outlet	WHITE	MAROON/YELLOW
575	2006	ABC	31	Y	Y	N	N	N	Mini	WHITE	NO STRIPES
580	2009	Apollo	28	Y	N	N	Y	Y	Mini	WHITE	NO STRIPES
584	2005	Vanhool	57	Y	N	N	Y	Y		WHITE	ASU
594	2013	Prevost	52	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	WHITE	TAUCK
595	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	BURGANDY	GOLD/SILVER
596	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	CHAMPAGNE	BURGANDY/SLATE
597	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	BURGANDY	SILVER/SLATE
598	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	SILVER	RED/BLACK
600	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	WHITE	BURGANDY/SLATE
601	2013	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	WHITE	TEAL/SILVER
605	2015	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	GREY	GREY
608	2007	Prevost	56	Y	N	Y	Y	Y	110 Volt Outlet	BLUE	SILVER/GREY
609	2008	Prevost	55	Y	N	Y	N	N	110 Volt Outlet	BLUE	BLUE/SILVER
610	2010	Prevost	56	Y	N	Y	Y	Y	110 Volt Outlet	BLUE	GREY/SILVER
611	2015	Prevost	56	Y	N	Y	Y	Y	Seatbelts/110 Volt Outlet	BLUE	WHITE/GRAY

****Buses 486 and up all have cupholders**

DIMENSIONS AND WEIGHTS	H3-41	H3-45
Overall length (over bumpers)	41' 7" (12.7 m)	45' 8" (13.9 m)
Overall width	102" (2.59 m)	
Overall height (normal ride height)	146 1/4" (3.715 m)	
Wheelbase (center of front axle to center of drive axle)	267" (6.782 m)	316 1/4" (8.033 m)
Floor height from ground	63" (1.6 m)	
Ground clearance	11" (280 mm)	
Step height from ground	14" (356 mm)	
Step height (other steps)	7" (178 mm)	
Seats	48	56 - 58
Headroom	77" (1.956 m)	
Entrance door opening width	27" (686 mm)	
Front overhang	76" (1.93 m)	
Rear overhang	108 1/2" (2.757 m)	108 1/4" (2.749 m)
Front track	84.4" (2.145 m)	
Drive track	76.7" (1.949 m)	
Rear track (tag axle)	83.6" (2.124 m)	
Turning circle radius (I-beam axle)	40' 4" (12.3 m)	45' 7" (13.9 m)
Curb weight ¹	35,535 lbs (16 118 Kg)	36,585 lbs (16 600 Kg)
Gross Vehicle Weight Rating (G.V.W.R.) ²	52,060 lbs (23 665 kg)	
Front axle Gross Axle Weight Rating (G.A.W.R.)	16,500 lbs (7 500 kg)	
Drive axle G.A.W.R.	22,500 lbs (10 230 kg)	
Tag axle G.A.W.R.	14,000 lbs (6 365 kg)	

NOTE

Curb weight is given as an indication only and is subject to vary from coach to coach, mostly due to optional equipment.

The Gross Vehicle Weight Rating (G.V.W.R.) and the Gross Axle Weight Rating (G.A.W.R.) for front, drive and tag axles are listed on a

¹ Weight of a motor vehicle complete with body excluding the payload. Includes standard equipment, a full load of engine fuel, oil, and coolant and, if so equipped, air conditioning and the additional weight of any optional engine.

² Maximum weight specified by the manufacturer for a single vehicle. The gross vehicle weight rating is equivalent to the sum of the gross axle weights specified by the manufacturer under each wheels of the axles (front, drive & tag) of the vehicle.

certification plate located on the L.H. control panel in driver's section.

CAPACITIES	H3-41	H3-45
Engine oil (in crankcase)	41 US qts (39 l)	
Engine oil (in reserve tank)	8.4 US qts (8.0 l)	
Fuel tank (legal capacity equal to 95% of volume)	235 US gal. (890 l)	
Cooling system	24 US gal. (91 l)	
Allison transmission (does not include external circuit)	6 US gal. (23 l) 6.9 US gal. (26 l) with retarder	
ZF-Astronic automatic transmission	3 US gal. (11 l)	
Differential oil	5 US gal. (19 l)	
Power steering reservoir	4 US qts (3.7 l)	
A/C compressor oil	4.5 US qts (4.3 l)	
Windshield washer reservoir	5 US gal. (19 l)	
Refrigerant	26 lbs (11.8 kg)	

BAGGAGE COMPARTMENTS

Total volume (H3-45) 470 ft³
 Total volume (H3-41) 355 ft³
 Loading capacity 2500 lbs/comp.

FUEL TYPE

ASTM specification D-975
 Recommended grade 1-D
 Acceptable grade 2-D

WHEELS AND TIRES

Steel wheels 9" X 22 1/2"
 Aluminum forged wheels 9" X 22 1/2"
 Tires 315/80 R 22.5 load range "L"

RECOMMENDED TIRE INFLATION PRESSURE AT MAXIMUM COLD LOAD

The recommended tire inflation pressures are given in the applicable documents supplied with the vehicle. In addition, cold tire inflation pressures are listed on the Department of Transport (DOT) certification plate, affixed on the wall behind the driver's seat. For special tire selection, a "PREVOST COACH SPECIAL SPECIFICATION" chart is supplied with the vehicle and is affixed next to the DOT

Fleet / Amenities / Features

All Aboard America! operates a very modern fleet. These manufacturers are our industry leaders, providing proven performance, the latest in safety, comfort and reliability, as well as being friendly to the environment. Additionally, we have worked with manufacturers in the testing of future models to be released in the US, meeting new and more stringent emission requirements.



The Arizona fleet consists of Prevost H3 45 models.

- Prevost is the leading North American manufacturer of premium touring coaches
- World class curb appeal and styling
- The largest luggage capacity
- Electronic stability program
- Fire suppression & tire monitoring system

All Aboard America! has been one of the most proactive private companies in the nation regarding ADA compliance, with almost 50% of our entire fleet being ADA Accessible.

Lancer Insurance Company has awarded our company their prestigious Gold Safety Award many times over the past several years and we recently renewed our 16 year partnership with them. Additionally, we have maintained a "1" rating (their highest) from Consolidated Safety Services who does an extensive audit of all military authorized carriers for the Department of Defense.

The following are examples of important safety practices performed by All Aboard America!

- Driver training programs
- Organized driver screening and hiring process
- Regular scheduled preventative maintenance programs with "in house" facilities
- Proper insurance coverage, loss reviews and prevention analysis
- Our USDOT Number is: 27402

Insurance – See attached certificate for City of Glendale

The intrastate insurance requirement for services rendered in Arizona is only \$1,000,000 and \$5,000,000 for interstate services in the United States. All Aboard America! operates both intra and inter state services and provides coverage of \$5,000,000 and excess policy of \$5,000,000 for total vehicle liability coverage of \$10,000,000 per occurrence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC 815 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	CONTACT NAME: PHONE (A/C, Int. Ext): 713-977-8675 FAX (A/C, No.): 713-277-8674 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Industrial Bus Lines, Inc c/o All Aboard America! 230 S. Country Club Dr. Mesa, AZ 85210	INSURER A: Lancer Insurance Company NAIC #: 26077	
	INSURER B: New Hampshire Insurance Company 23841	
	INSURER C: Commerce and Industry Insurance Company 19410	
	INSURER D: National Union Fire Insurance Company of Pittsburgh, PA 19445	
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: R54499KU REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

OPER LTR	TYPE OF INSURANCE	ADDL INSR (IND) (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL158180#2	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA167844#2	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		BE060289131	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 Products Comp/Op Agg \$ 15,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC053408895 - AZ, FL, LA, IL, IN, IA, TN WC053408884 - CA	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional Insured as respects to the General Liability and Automobile policies as required by written contract, subject to policy forms, terms, conditions, limitations and exclusions. A Waiver of Subrogation is included as respects to General Liability, Auto Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions. Insurance is primary and non-contributory but only as respects the sole negligence, errors and/or omissions of the Named Insured. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below. Umbrella policy follows form.

CERTIFICATE HOLDER City of Glendale Materials Management 5850 West Glendale Avenue Suite 317 Glendale, AZ 85301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Motorcoach Operators

Our screening process for quality drivers starts with background checks, driving record review, drug screening and complete driver file creation, in accordance with USDOT written standards, and in some cases we exceed those standards. Assuming the applicant meets our standards, and after the initial hiring process is completed, training programs, road tests and other safety related topics are periodically covered with each driver.

Driver Training

All Aboard America strongly believes that one of the keys to success in this business is the effective training of its driving staff. For this reason, AAA invests the time, money and resources to provide a thorough grounding in all aspects of motor coach operation.

Operators undergo many different types of training, which is ongoing throughout their career. Initially, all operators undergo a two week, comprehensive program regardless of their previous experience. This course includes both classroom preparation as well as over the road driving in all classes of vehicles that the company operates. There is emphasis placed on customer service during this portion of the training process.

Associations

- International Motorcoach Group (IMG),
- United Motorcoach Association (UMA), www.uma.org
- National Tour Association (NTA), www.ntaonline.com
- Global Passenger Network (GPN), www.gpn.travel
- Better Business Bureau Accredited

Our President, Jack Wigley, recently served a two year term as Chairman of the Board of IMG and currently resides on the board as past chairman.

All Aboard America is the Proud recipient of the 2006 IMG Operator of the Year Award.

All Aboard America is the Proud recipient of The 2005 UMA Motorcoach Industry Achievement Award.

Invitation

We are more than happy to show you, in person, our facility and fleet along with the advantages and amenities at your convenience. Please accept this as an open invitation.

Facility

Our Arizona office and yard are located at: 230 S. Country Club Drive, Mesa AZ.



Parking Fees

All parking fees are paid for by the chartering party, unless otherwise noted in the contract.

Environmentally Friendly

All Aboard America! (AAA) is committed to protecting our environment and preserving our precious natural resources. We understand that it is a process of being "greener" and we are dedicated to the process and to promoting a workplace and lifestyle that ensures our environmental impact on the world around us is minimal and as positive as possible.

In the past few years AAA has integrated various practices of "greener" performance into our daily business routine. We support our vendors, team members, neighbors and local

merchants in their participation, good work and encouragement of others to do their part when possible. Our customers are immediately reducing their carbon footprint just by choosing to travel by motorcoach instead of by car or van. If a motorcoach has just 5 passengers on board, we are consuming less fuel and emitting less pollutants than they would in cars or vans. We offer peace of mind to our guests that they are doing business with an organization that has the environment in mind.

In the midst of this change in operating "greener" we are still educating ourselves as to how we can contribute in more ways. Every day we insist on the use of environmentally friendly cleaning products. Currently we use "The Good Earth" line of products which are biodegradable, toxin free, petroleum distillate free, VOC compliant and contain no ozone depleters. Other daily practices include smaller ways to be environmentally conscious such as our cleaning products, water saving coach washing equipment, Freon recovery/recycling equipment, recycling of coolant, antifreeze, waste oils, solvents, paint, office paper and much more. The purchase of our new equipment will include ozone friendly EPA compliant diesel engines that meet and exceed the 2010 emission standards.

All Aboard America! participates with the manufacturers in testing of the new clean-diesel engines that are already being used by AAA and by others in our industry today. In addition to the clean diesel, we also subscribe to our tire manufacturers recycle program. With our stringent maintenance program and our well trained staff of motorcoach operators in place we are able to keep our fleet in top shape for better fuel efficiency.

We are continually striving to be a stronger and more environmentally conscious company and will continue to do so for years to come. We hope that you continue to invest in us as we invest in you.

Summary

All Aboard America! combines our extensive history of passenger transportation with a current ability to offer unique transportation solutions. These solutions include creativity, flexibility and a willingness to create a true partnership with our customers. We promise you the very best in personal service from all of our staff and wonderfully cared for equipment. You will be completely satisfied with the professionalism as well as the courteous, personal and warm manner of our drivers.

EXHIBIT B
16-06
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The Contractor shall invoice per Section 5.5 of Exhibit A, Payment. The City of Glendale is not to exceed a total of \$130,000.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$130,000.

DETAILED PROJECT COMPENSATION

Refer to Exhibit A for price sheet

EXHIBIT C

16-06

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

**EVALUATION FINAL CONSENSUS
RFP 16-06, EVENT SHUTTLE SERVICES**

	EXPERIENCE AND QUALIFICATIONS 30%	METHOD OF APPROACH 25%	CAPACITY OF OFFER 25%	Cost 20%	MAXIMUM POINTS AWARDED
TOTAL POINTS AWARDED FOR EACH CATEGORIES	300	250	250	200	1000
All Aboard America	268	245	202	183	898
Southwest Luxury Sedan	226	233	195	123	777
Michelangelo Leasing	228	188	192	193	801



Legislation Description

File #: 15-690, **Version:** 1

AWARD OF BID IFB 16-05, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FOUNDRY-METAL CASTING SERVICES FROM GRATE SOLUTIONS COMPANY, INC.

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to award bid IFB 16-05, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of foundry-metal casting services from Grate Solutions Company, Inc. (Grate) in an amount not to exceed \$32,500 (\$6,500 for the initial one-year term and \$6,500 annually for four one-year extensions).

Background

The Water Services Department collects wastewater and storm water into two separate collection systems. Access into the collection systems is through various manholes and storm water grate openings in the street, at the curb and within the storm water catch basin. Custom foundry-metal castings are used to cover and secure the opening. As the manhole and grate components wear out, they are replaced.

Analysis

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for various custom manhole and grate components. Bid specifications provided for an initial term of agreement for one year with the option to extend at the discretion of the city for four years, in one-year increments. IFB 16-05 was published on July 23, 2015 and responses were received by the due date of August 13, 2015. The notice of intent to award was sent on August 20, 2015. No protests were received.

For the IFB items awarded to Grate Solutions, Grate submitted the lowest, responsive, and responsible bid. The awarded items include Trash Rack, Types A, 18" and 24"; B, 30"; C, 36"; and D, 42"; Frame and Grate for Type D Catch Basin; Curb Opening Catch Basin Types D; Catch Basin, Type F; Grates for Catch Basins, Types G and H, size 28½" single gate; and Grates for Catch Basins, Types G and H, size 52½" double gate.

This action will authorize the Acting City Manager to enter into an agreement with Grate and approve the expenditure of funds for an amount not to exceed \$32,500 over the term of the agreement.

Budget and Financial Impacts

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

Cost	Fund-Department-Account
\$6,500	2420-17630-524400, Wastewater Collection

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Grate Solutions Co. Inc.



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 16-05
PUBLISHED DATE: JULY 23, 2015
TITLE: FOUNDRY – METAL CASTING SERVICES
BID DUE DATE AND TIME: AUGUST 13, 2015 BEFORE 2:00 P.M. LOCAL TIME
PRE-BID CONFERENCE AUGUST 6, 2015 2:00 P.M. LOCAL TIME
Location: 5850 W. Glendale Ave, Glendale, AZ 85303 Room 3A,
Attendance is NOT mandatory

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing a bid.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Connie Schneider, C.P.M.
Materials Management Division
(623) 930-2868
CSchneider@Glendaleaz.com


	SOLICITATION NUMBER: IFB 16-05 FOUNDRY – METAL CASTING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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2.0	SPECIAL INSTRUCTIONS	12
3.0	SPECIAL TERMS AND CONDITIONS	16
4.0	BIDDER SHEET	21
5.0	BIDDING SCHEDULE	22
6.0	SAMPLE CITY OF GLENDALE AGREEMENT (Attachment A)	25



SOLICITATION NUMBER: IFB 16-05
FOUNDRY – METAL CASTING SERVICES

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

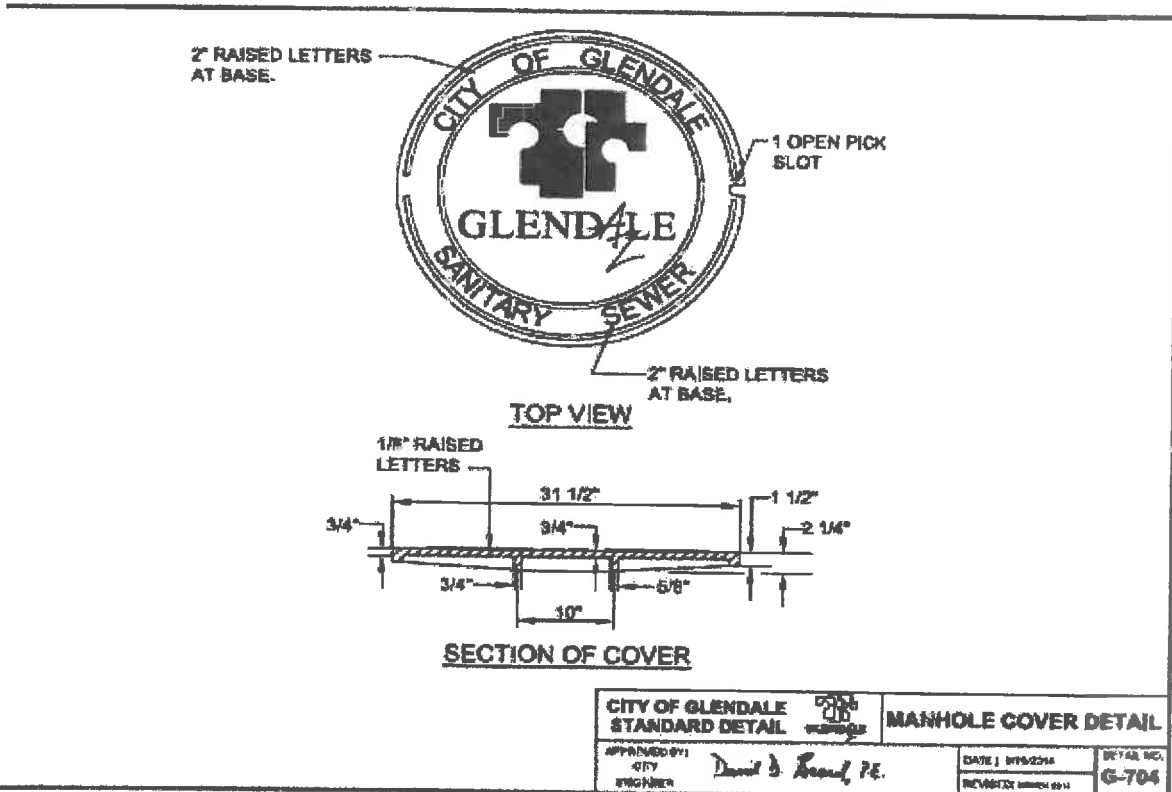
INTRODUCTION

The City of Glendale (City), Arizona, Water Services Department is requesting bids from qualified vendors for the foundry services to manufacture custom metal casting. Products include, but are not limited to, manhole products, cast iron covers, rings, frames, and grates that may be used by the City's underground utilities and multiple City departments as needed.

1.0 SPECIFICATIONS

- 1.1 Throughout the term of this contract, the City reserves the right to add, remove, or make changes to the specifications and quantities to best serve the needs of the City.
- 1.2 The brand names, manufacturer's name or product numbers stated within this solicitation are used for purposes of designating the standard of quality, performance, and characteristics needed to meet City requirements and are not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 1.3 **Manhole Cover: G-704** – All covers shall be labeled with the "City of Glendale Sanitary Sewer" or "City of Glendale Storm Water" as depicted in the following diagram which can be found on the City of Glendale Engineering - Forms and Publications website:

<http://www.glendaleaz.com/engineering/documents/2015EngineeringStandardDetails.pdf>





SOLICITATION NUMBER: IFB 16-05
FOUNDRY – METAL CASTING SERVICES

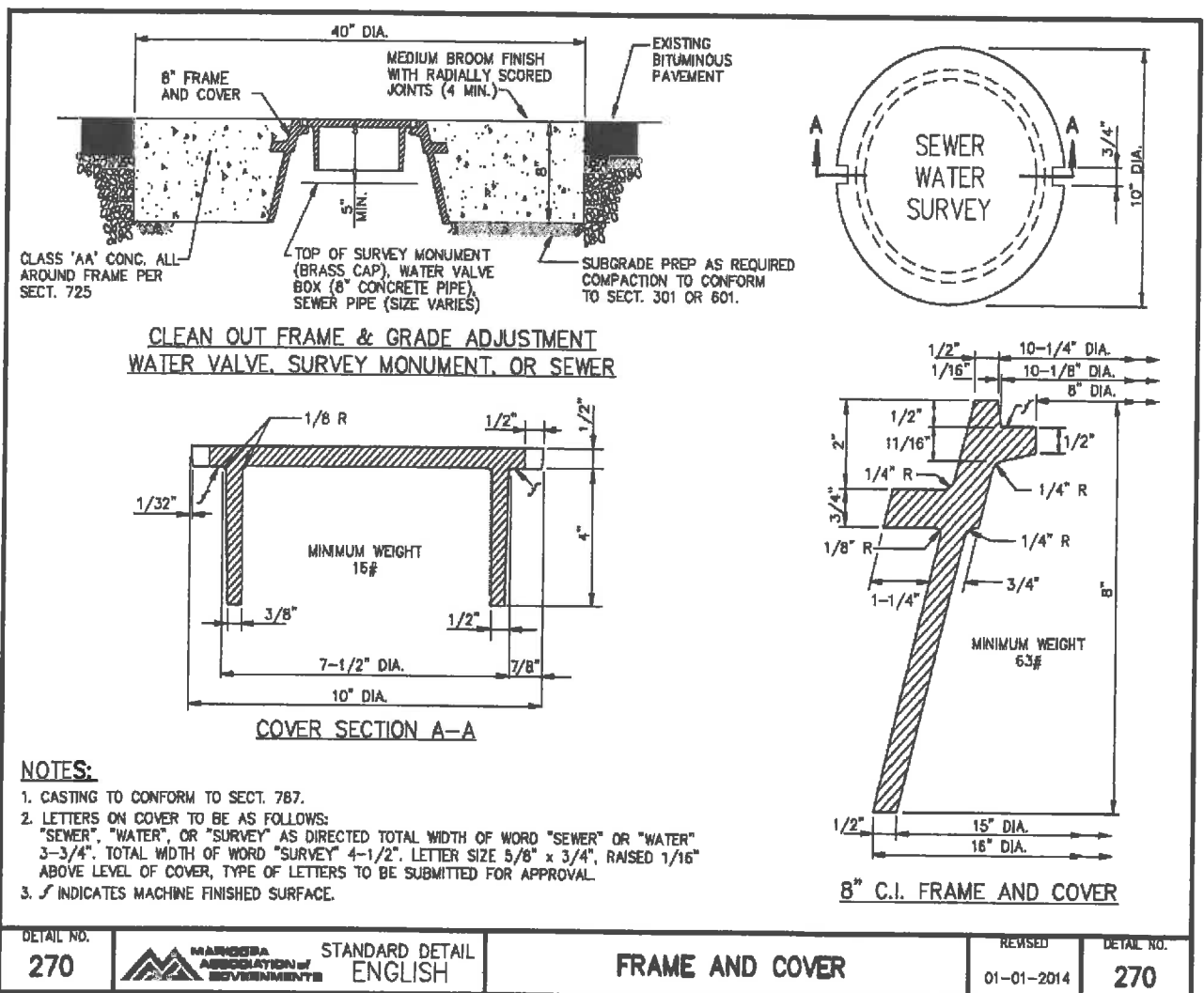
CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

1.4 Specification Drawings

Unless otherwise specified, the following Specification drawings and specifications follow the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction 2015 Edition, under “Resource Library”,

<http://www.azmag.gov/Committees/Committee.asp?CMSID=1055>

1.4.1 MAG Detail No. 270 - Frame and Cover (and grade adjustments)

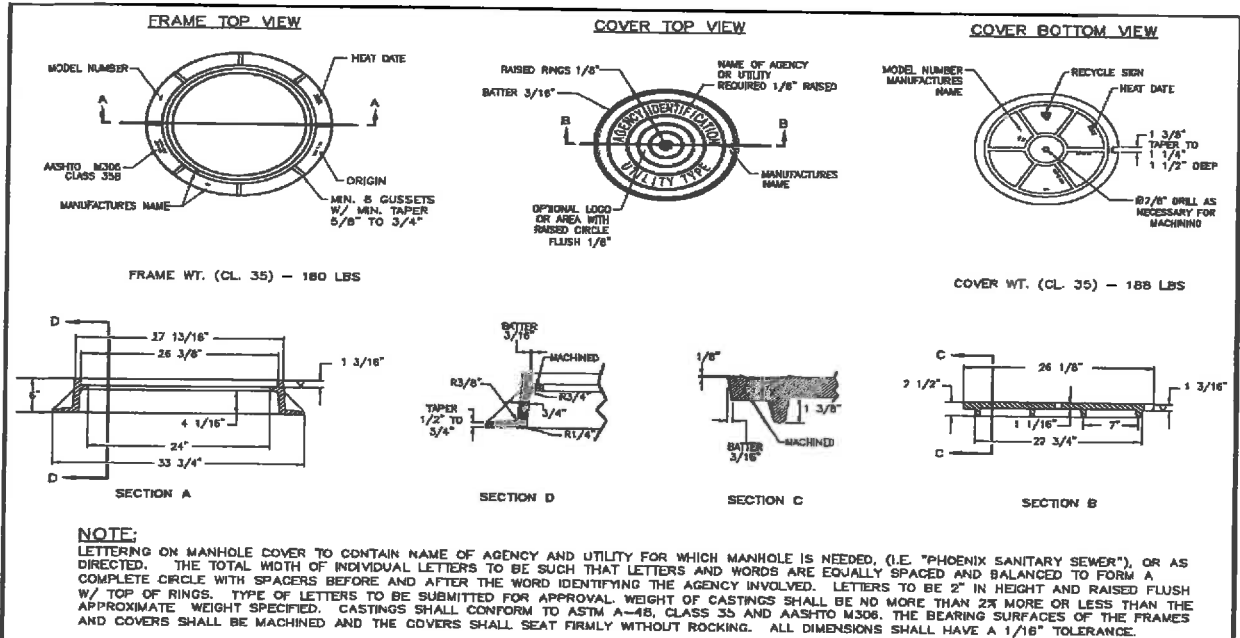




SOLICITATION NUMBER: IFB 16-05
FOUNDRY - METAL CASTING SERVICES

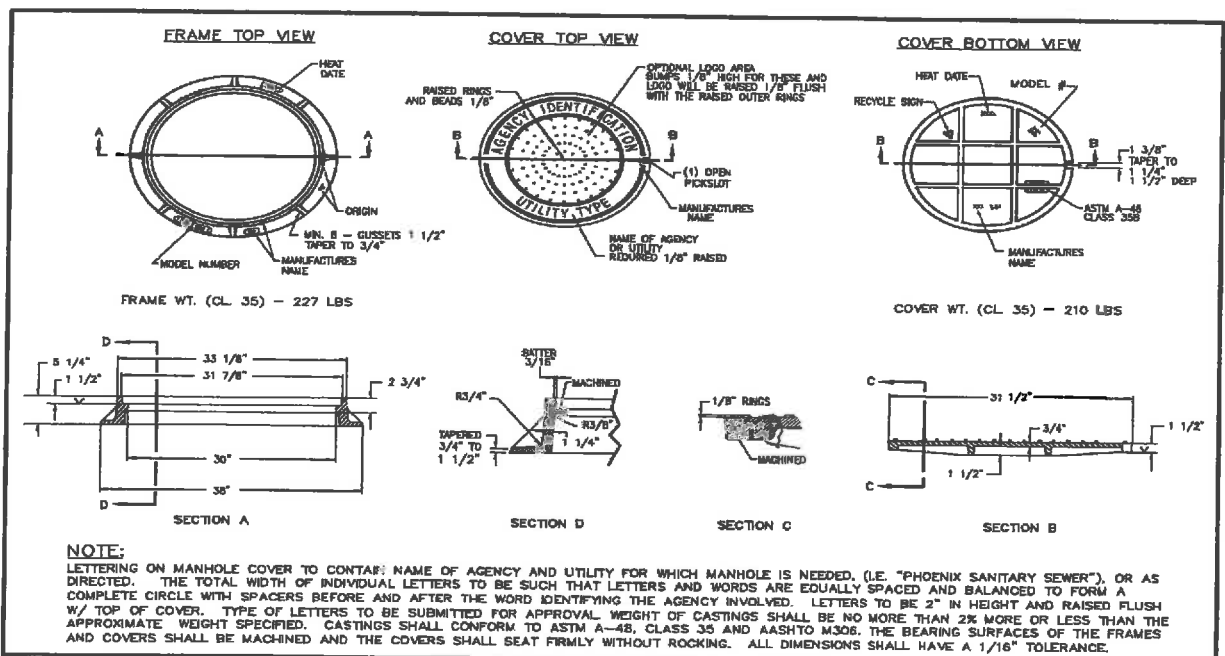
CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1.4.2 MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover



DETAIL NO. 423-1	STANDARD DETAIL ENGLISH	24" CAST IRON MANHOLE FRAME AND COVER	REVISED 01-01-2012	DETAIL NO. 423-1
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1.4.3 MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover



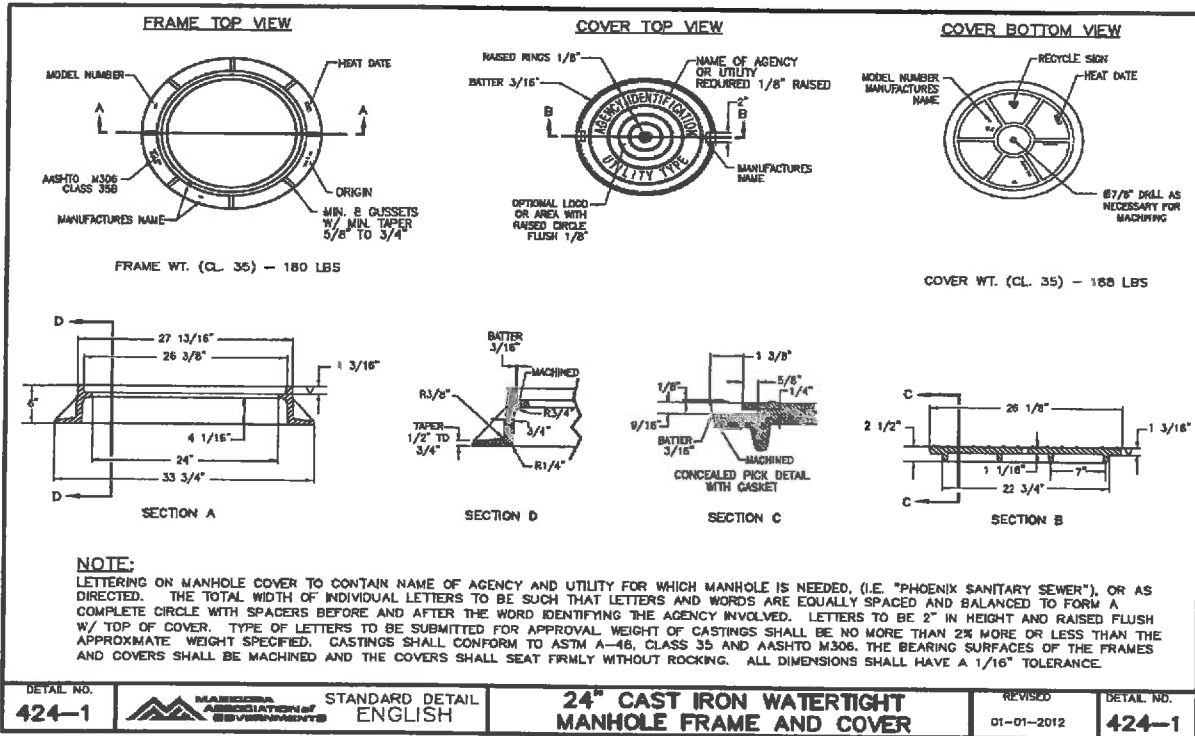
DETAIL NO. 423-2	STANDARD DETAIL ENGLISH	30" CAST IRON MANHOLE FRAME AND COVER	REVISED 01-01-2012	DETAIL NO. 423-2
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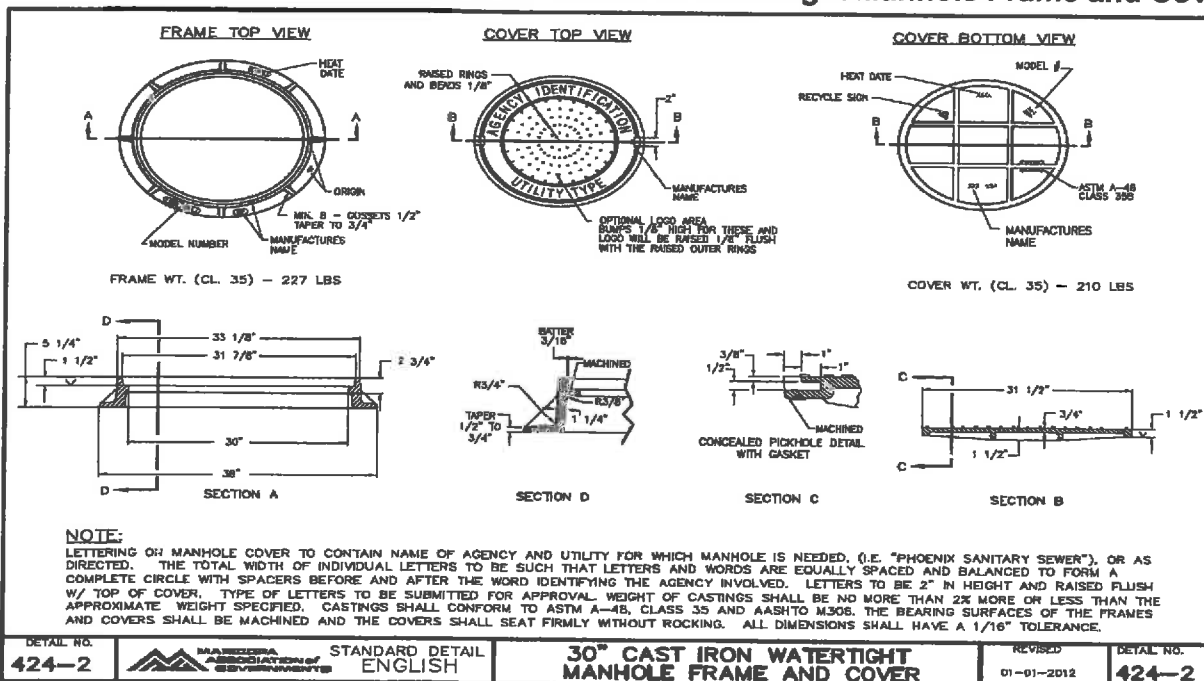
SOLICITATION NUMBER: IFB 16-05
FOUNDRY – METAL CASTING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1.4.4 MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover



1.4.5 MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame and Cover

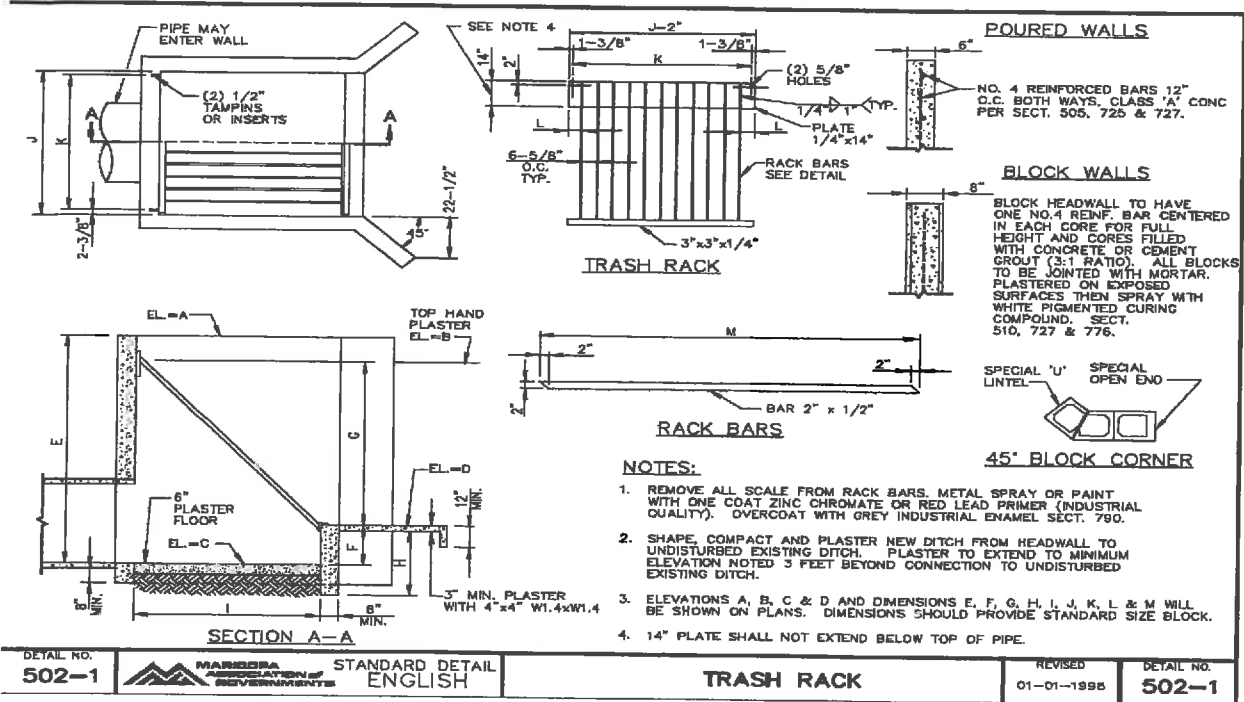




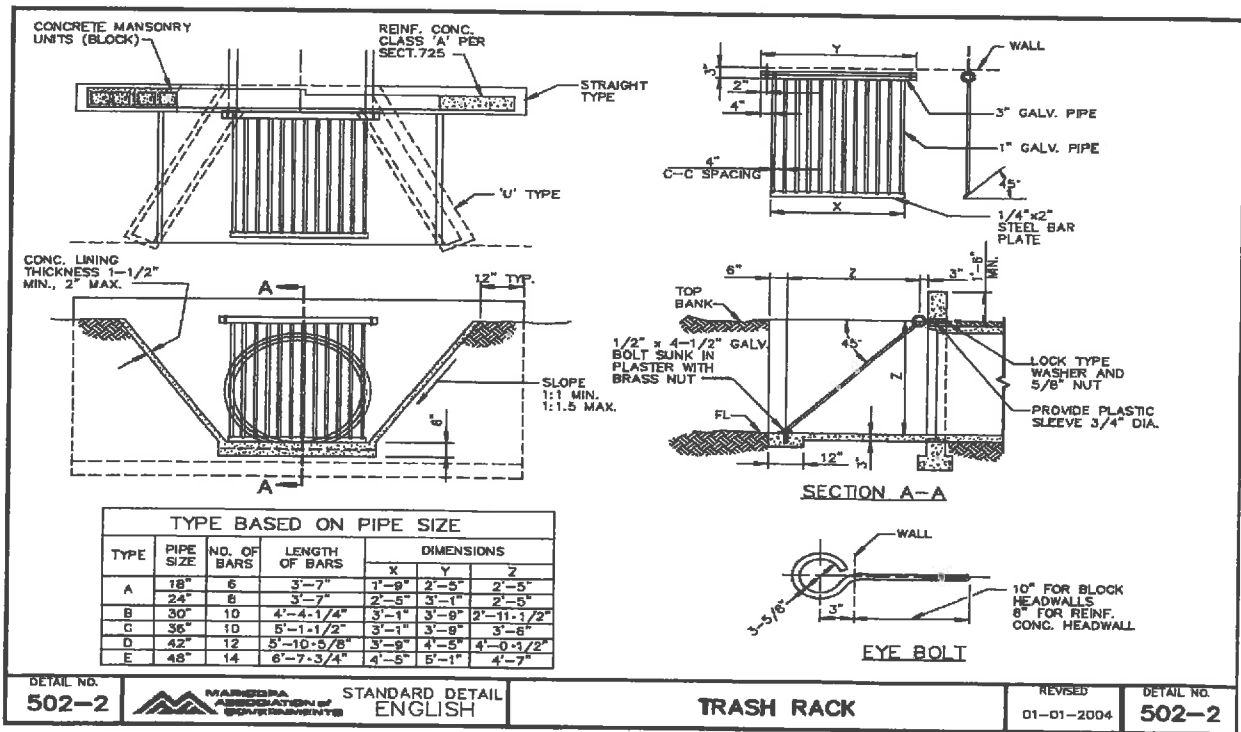
SOLICITATION NUMBER: IFB 16-05
FOUNDRY - METAL CASTING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1.4.6 MAG Detail No. 502-1 Trash Rack



1.4.7 MAG Detail No. 502-2 Trash Rack

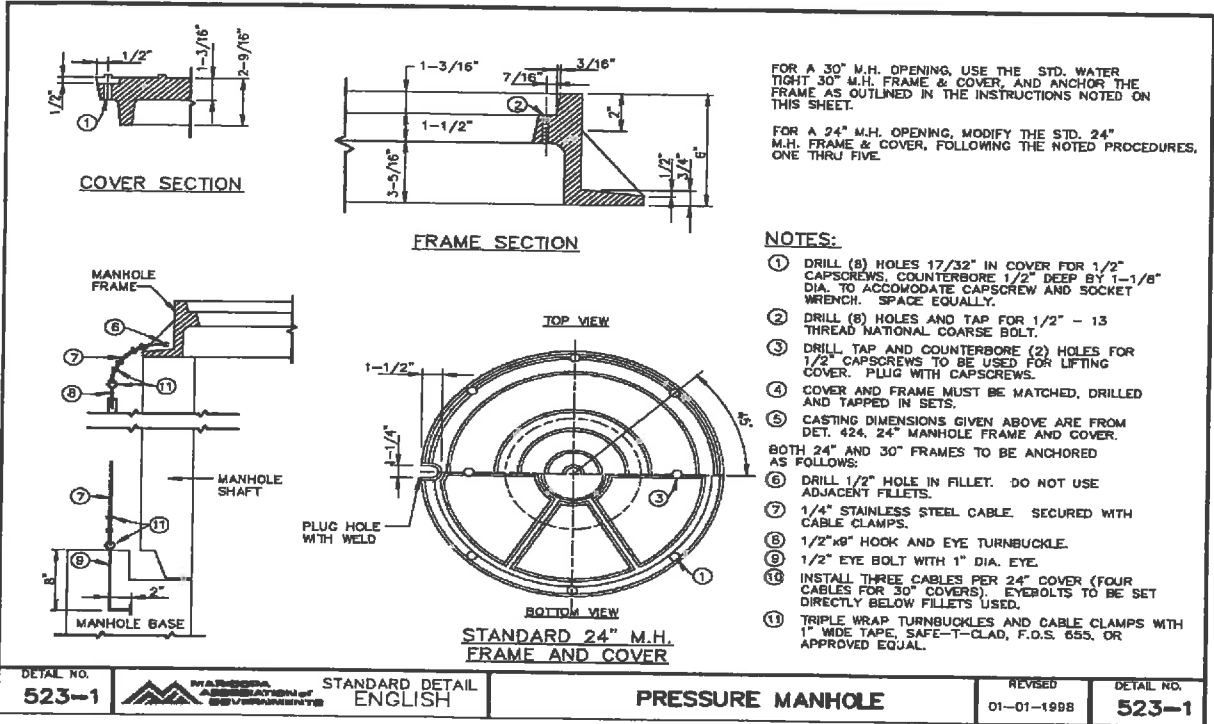




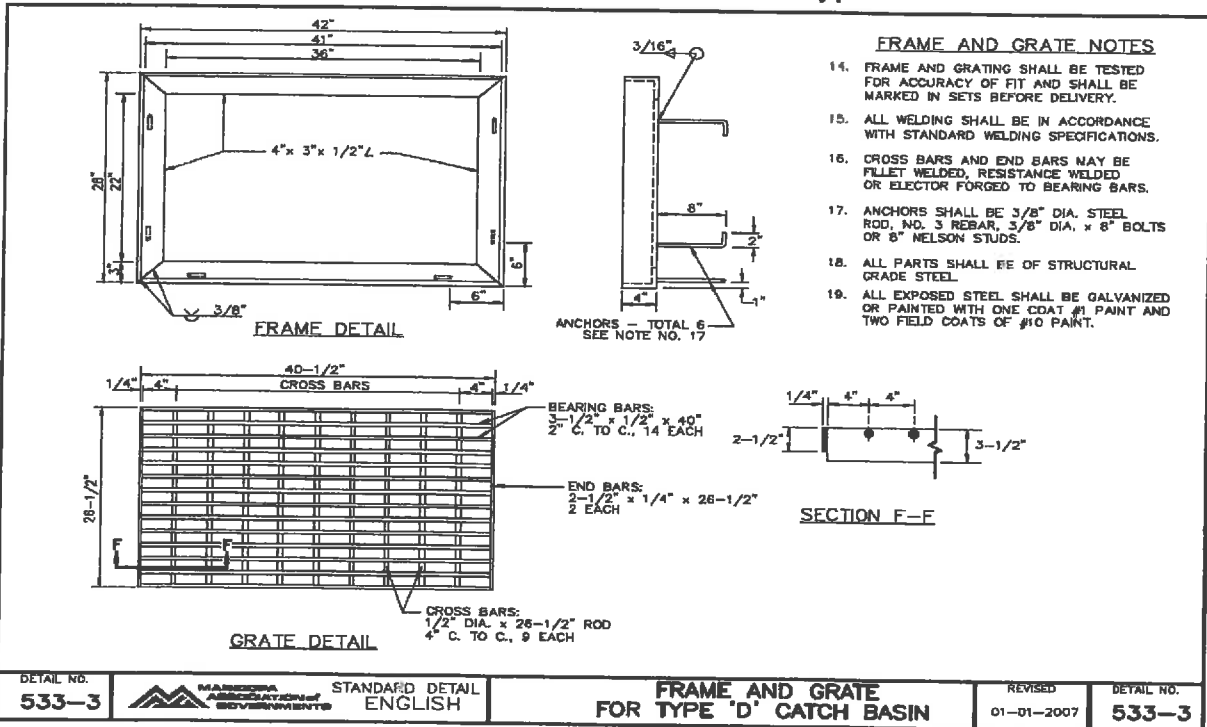
SOLICITATION NUMBER: IFB 16-05
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CITY OF GLENDALE
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 5850 West Glendale
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 Glendale, Arizona 85301

1.4.8 MAG Detail No. 523-1 Pressure Manhole



1.4.9 MAG Detail No. 533-3 Frame and Grate for Type 'D' Catch Basin

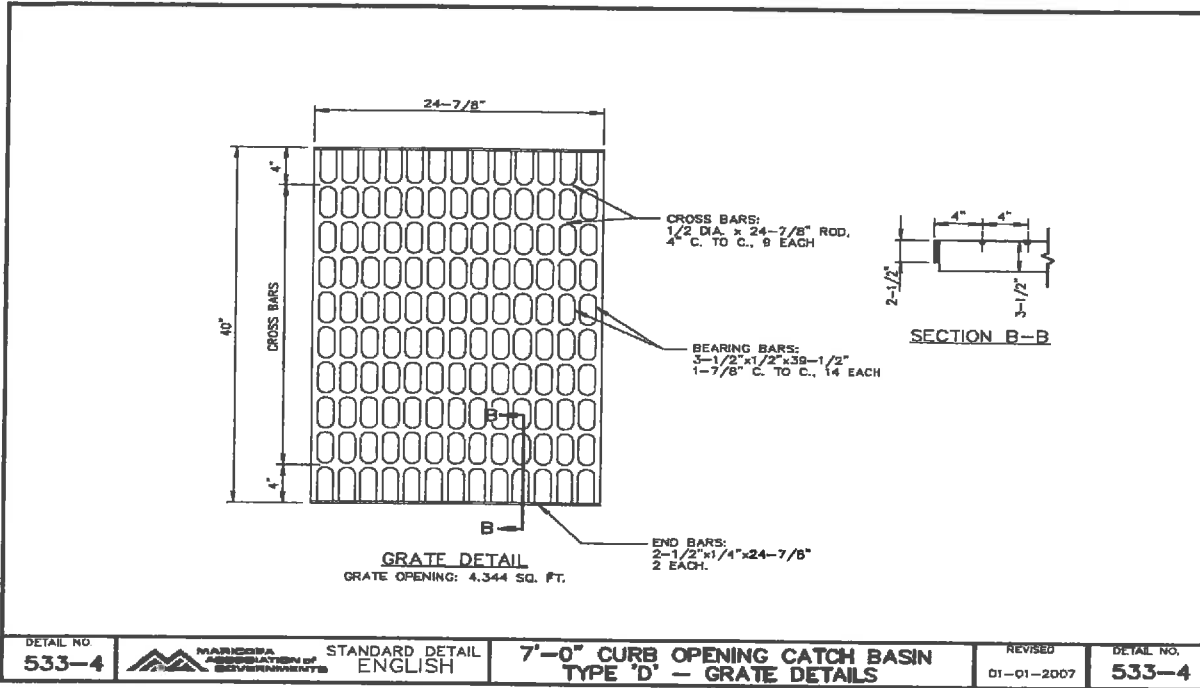




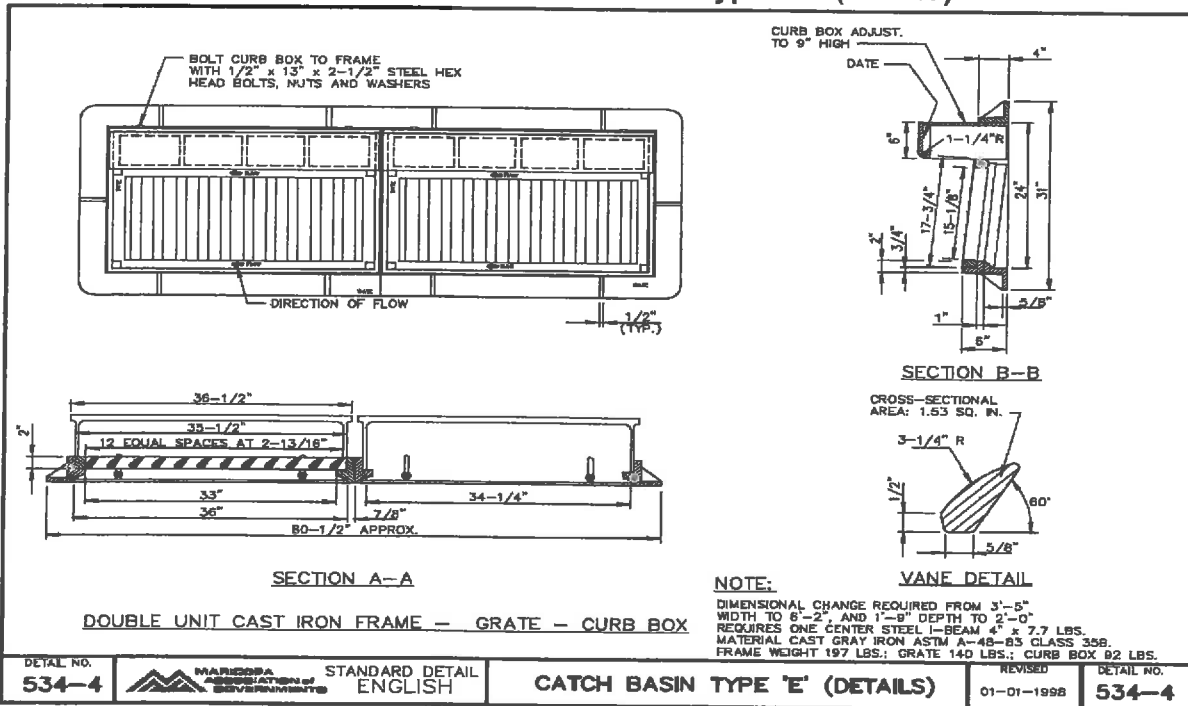
SOLICITATION NUMBER: IFB 16-05
 FOUNDRY - METAL CASTING SERVICES

CITY OF GLENDALE
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 5850 West Glendale
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 Glendale, Arizona 85301

1.4.10 MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details



1.4.11 MAG Detail No. 534-4 Catch Basin Type "E" (Details)

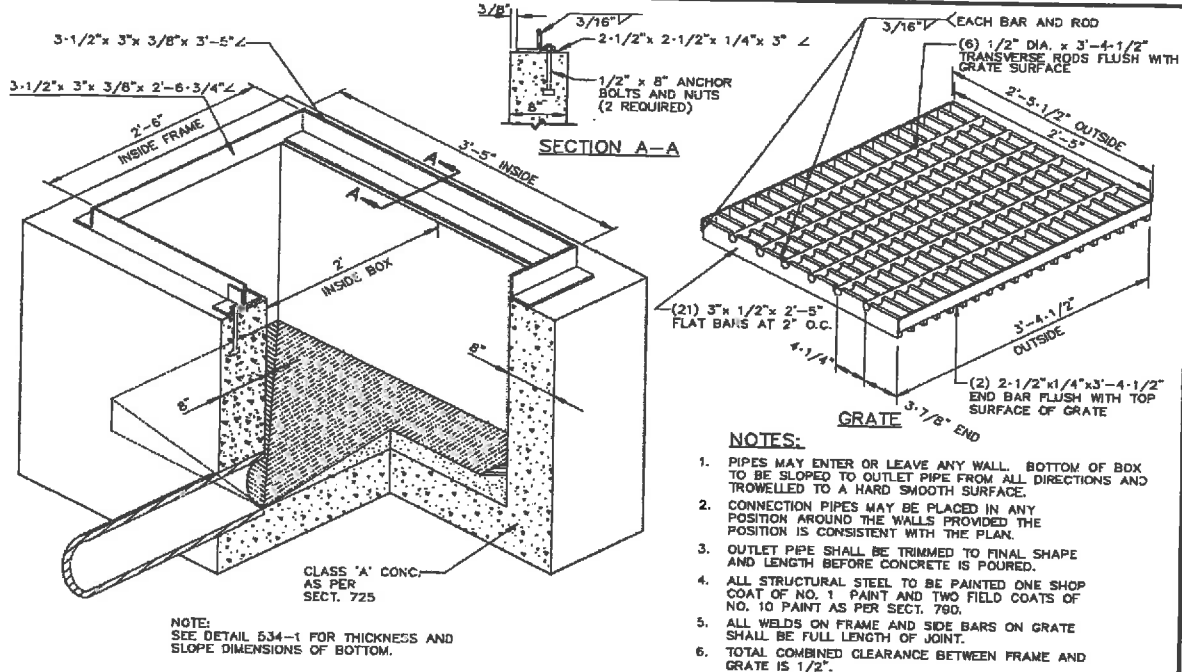




SOLICITATION NUMBER: IFB 16-05
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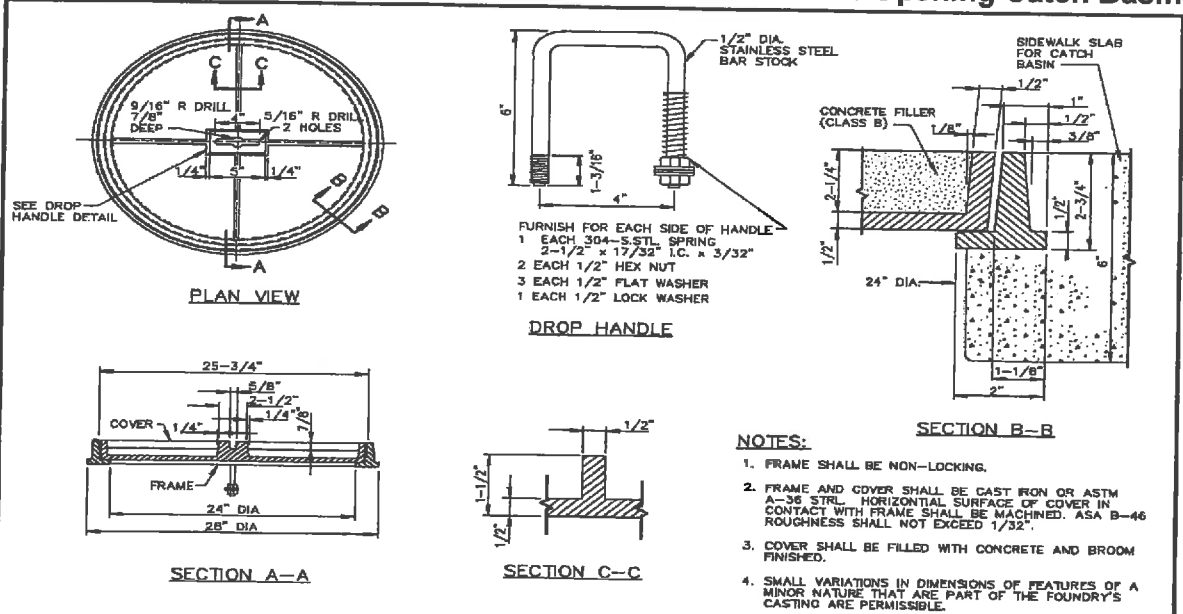
CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
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1.4.12 MAG Detail No. 535 Catch Basin Type "F" (For use without curb)



DETAIL NO. 535	MAG MAGNIFICATION OF GOVERNMENTS	STANDARD DETAIL ENGLISH	CATCH BASIN TYPE 'F' (FOR USE WITHOUT CURB)	REVISED 01-01-2009	DETAIL NO. 535
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1.4.13 MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch Basins



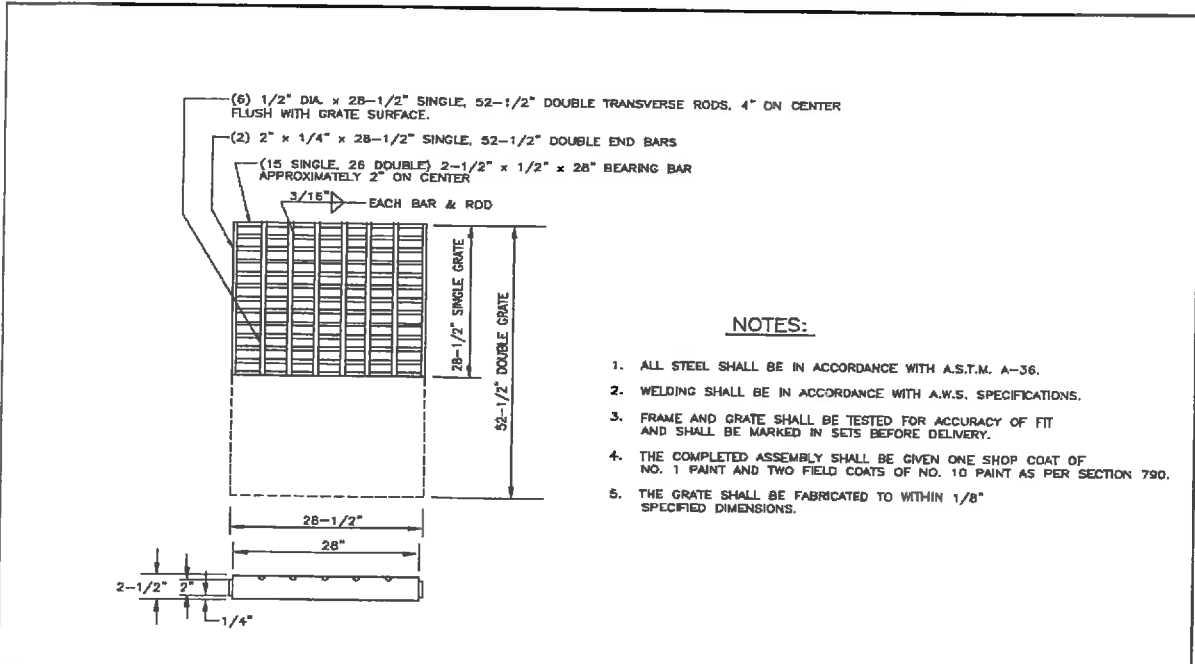
DETAIL NO. 536-2	MAG MAGNIFICATION OF GOVERNMENTS	STANDARD DETAIL ENGLISH	ALTERNATE COVER FOR CURB OPENING CATCH BASINS	REVISED 01-01-1998	DETAIL NO. 536-2
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1.4.14 MAG Detail No. 539 Grates for Catch Basins, Type G and H



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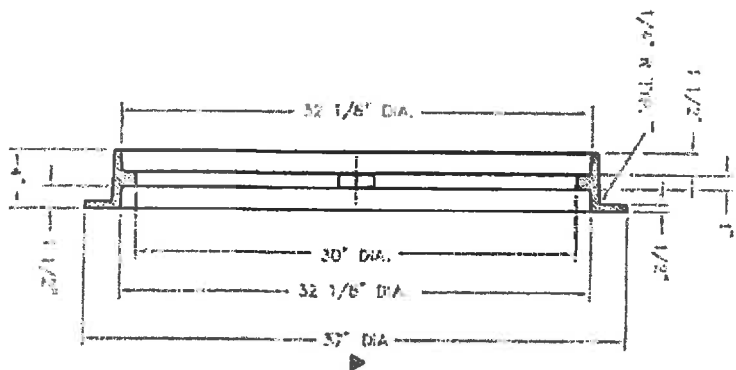
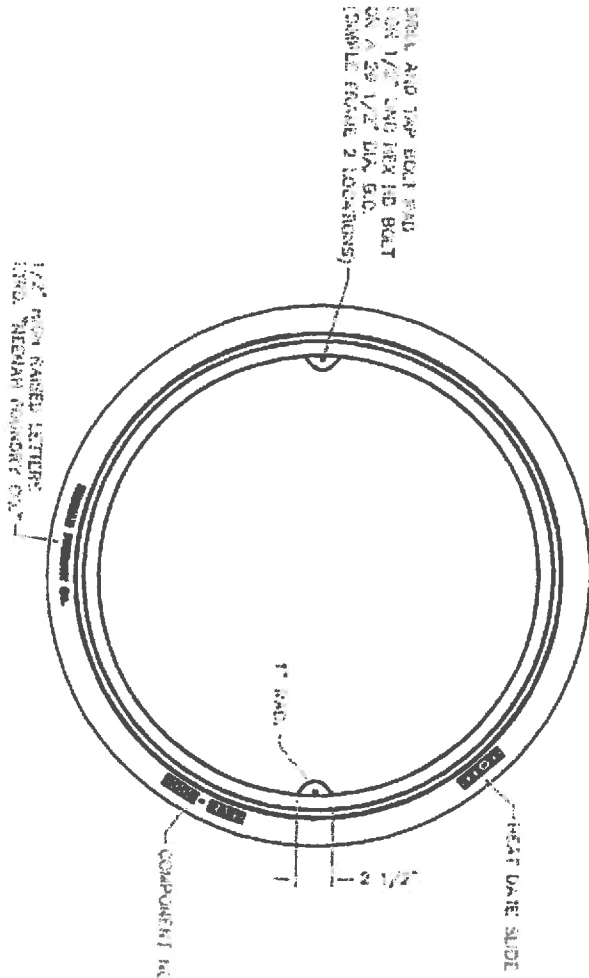


NOTES:

1. ALL STEEL SHALL BE IN ACCORDANCE WITH A.S.T.M. A-36.
2. WELDING SHALL BE IN ACCORDANCE WITH A.W.S. SPECIFICATIONS.
3. FRAME AND GRATE SHALL BE TESTED FOR ACCURACY OF FIT AND SHALL BE MARKED IN SETS BEFORE DELIVERY.
4. THE COMPLETED ASSEMBLY SHALL BE GIVEN ONE SHOP COAT OF NO. 1 PAINT AND TWO FIELD COATS OF NO. 10 PAINT AS PER SECTION 790.
5. THE GRATE SHALL BE FABRICATED TO WITHIN 1/8" SPECIFIED DIMENSIONS.

DETAIL NO. 539	MUNICIPAL ASSOCIATION OF GOVERNMENTS	STANDARD DETAIL ENGLISH	GRATES FOR CATCH BASINS, TYPE G AND H	REVISED 01-01-1996	DETAIL NO. 539
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00002423-3 B8



MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 30B
 FINISH: NO PAINT
 WEIGHT: 112#

NOTE: THIS DRAWING WAS NF-5800T02

CAD DWG. REF: 00002423.DWG- 3

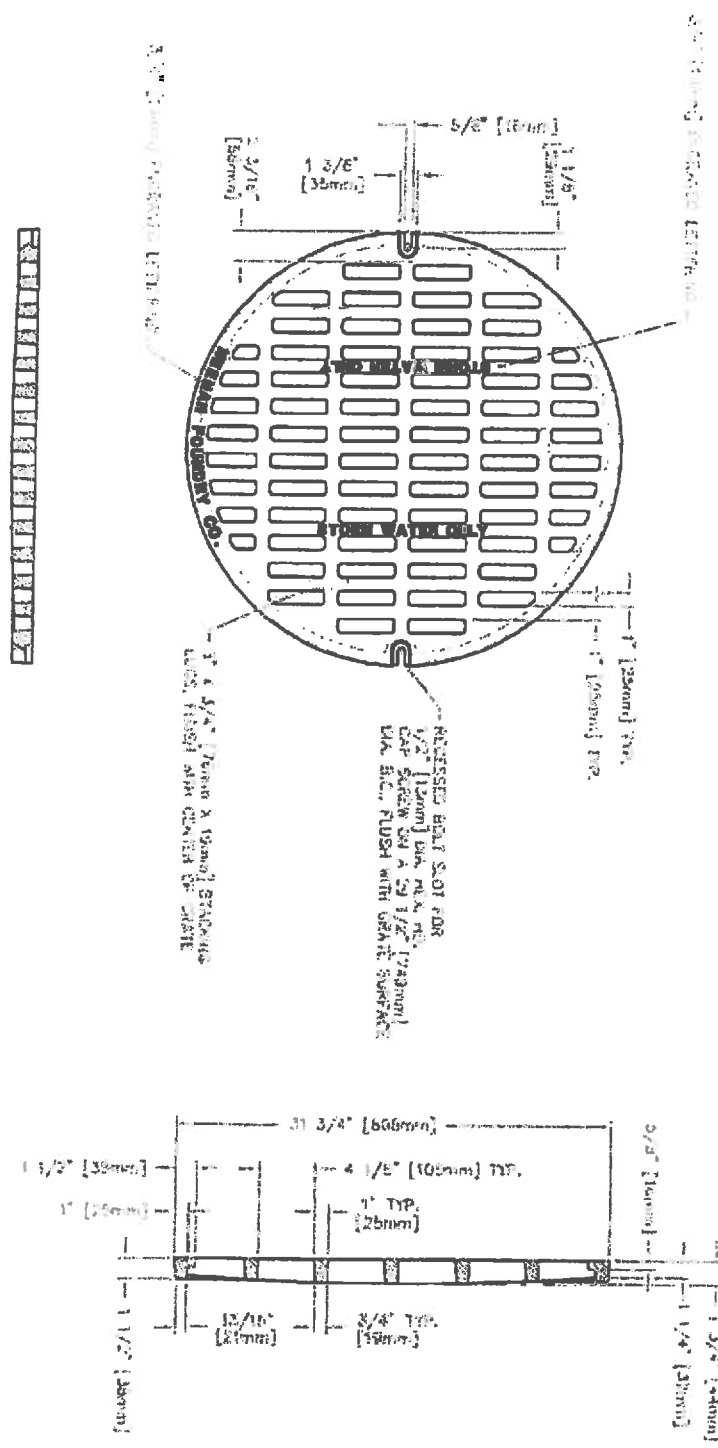
DATE	APPR.	DATE	APPR.
04/19/99			

DR.	E. REMAKE
DL	

SCALE	1/8"=1"
TITLE	

NEENAH FOUNDRY COMPANY
NEENAH
 REVERSIBLE FRAME
 NF - 00002423 B

00004011 - 2 B8

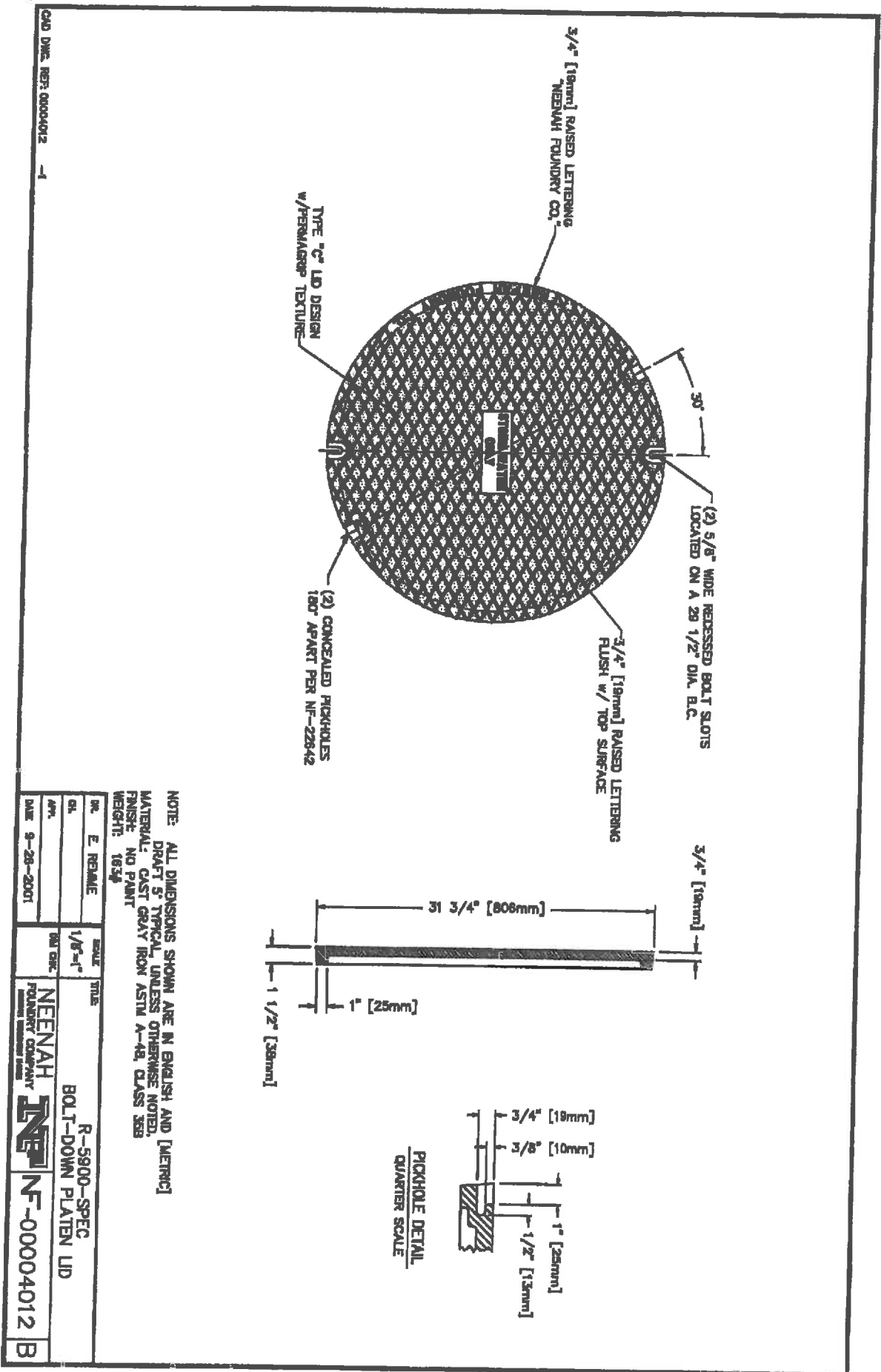



NOTE: ALL DIMENSIONS SHOWN ARE IN ENGLISH AND METRIC
 MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B
 FINISH: NO PAINT
 WEIGHT: 174#

CAD DWG. REF: 00004011.DWG - 2

DATE	BY	CHK	APP.	DATE	SCALE	TITLE
				12-23-2003	1/8"=1"	GRATE LETTERED - STORM WATER ONLY
						NEENAH FOUNDRY COMPANY
						R-5901-SPEC.
						NF - 00004011

1.4.17 NF - 00004012 B R-5900 SPEC - Bolt down Platen Lid



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2.0 SPECIAL INSTRUCTIONS

2.1 PRE-BID CONFERENCE

2.1.1 A Pre-Bid Conference will be held on **AUGUST 06, 2015, 2:00 PM, Local Time, at 5850 Glendale Avenue in Conference Room 3A, Glendale, AZ 865301.** Attendance is not mandatory. Copies of the Invitation for Bids (IFB) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale’s position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 **RETURN OF BID** One (1) Original signed Bidder Sheet and Bidder Schedule hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.3 **PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

- 2.3.1 BIDDER SHEET, Section 4.0
- 2.3.2 BIDDING SCHEDULE, Section 5.0
- 2.3.3 ADDENDUM, Return all addenda (if applicable).

2.2 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.3 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.4 **ALTERNATE BIDS/EXCEPTIONS**


Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.



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- 2.5 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 2.6 **ESTIMATED QUANTITIES** The quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- 2.7 **PROPRIETARY INFORMATION**
Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.
- Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.
- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

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2.12 EVALUATION LITERATURE

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.13 WITHDRAWAL OF BID At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.


2.16 CONFLICT OF INTEREST The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or



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management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

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3.0 SPECIAL TERMS AND CONDITIONS


3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.


If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor’s sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$50.00/property. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

3.4 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>

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- 3.5 PRICE** All prices quoted shall be firm and fixed for the specified contract period. All pricing shall include all freight, insurance, warranty and any other associated direct or indirect costs, except taxes. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
- No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City’s Purchasing Division.
- 3.6 DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.
- 3.7 DELIVERY TIME** All deliveries shall be made within **14** days upon receipt of written notification from the City in the format of a Purchase Order. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.8 TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year “initial” period.
- 3.9 OPTION TO EXTEND** The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.10 PRICE ADJUSTMENTS** Price adjustments will only be reviewed during contract renewal.
- 3.11 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.12 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.13 INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers’ Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

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Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.


<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

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

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

3.14 WORKERS' COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

3.15 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.


All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.16 CONTRACT CANCELLATION The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.16.1 The Contractor provides personnel that do not meet the requirements of the contract.

3.16.2 The Contractor fails to perform adequately the services required in the contract.

3.16.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.

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- 3.16.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.16.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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:
 - 1. Deduction from an unpaid balance;
 - 2. Any combination of the above or any other remedies as provided by law.

3.17 **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.18 **NON-DISCRIMINATION** By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.19 **CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.



SOLICITATION NUMBER: IFB 16-05
FOUNDRY – METAL CASTING SERVICES

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

4.0 BIDDER SHEET

4.1 BIDDER certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

<u>9/11/15</u> Authorized Signature	<u>GRATE SOLUTION CO. INC.</u> Company's Legal Name
<u>JOE FISCHER</u> Printed Name	<u>724 W. COMMERCE AVE</u> Address
<u>PRESIDENT OF OPERATIONS</u> Title	<u>GILBERT, AZ 85233</u> City, State & Zip Code
<u>602-881-9882 - MOBIL</u> <u>480-926-3450 - OFFICE</u> Telephone Number	<u>866-790-1438</u> FAX Number
<u>JOE@GRATESOLUTIONS.NET</u> Authorized Signature Email Address	<u>8/10/2015</u> Date

For questions regarding this offer: (If different from above)

_____	_____	_____
Contact Name	Phone Number	Fax Number


Email Address

FEDERAL TAXPAYER ID NUMBER: 30-0240869

Arizona Sales Tax No. 20025721N Tax Rate 7.8%

Bidder certifies it is a: Proprietorship _____ Partnership _____ Corporation X

Minority or woman owned business: Yes _____ No X

 GLENDALÉ	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: IFB 16-05	Addendum #1	
Solicitation Due Date: August 13, 2:00 p.m. (Local Time)			

IFB 16-05
FOUNDRY – METAL CASTING SERVICES

As a result of the pre-offer conference conducted on August 6, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-05:

1. **DELETE** - Section 1.4.6 MAG Detail No. 502-1 Trash Rack on Page 7, in its entirety.

2. **DELETE**
Section 5.0, **BIDDING SCHEDULE** in its entirety and **REPLACE** with the attached revised Section 5.0 **“REVISED BIDDING SCHEDULE”**, the changes below are reflected accordingly:

Delete – Line item 5.1.9 - MAG Detail No. 502-1 Trash Rack
Add - Line item 5.1.17a - MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 – 1/2” Double Gate)

3. **BIDDERS SHALL SUBMIT THE ATTACHED “REVISED BIDDING SCHEDULE” WITH THEIR BID RESPONSE.**


The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____


Print Name and Title: _____

	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: IFB 16-05	Addendum #1	
Solicitation Due Date: August 13, 2:00 p.m. (Local Time)			

5.0 REVISED BIDDING SCHEDULE

5.1 Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30				
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150				
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50				
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2				
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60				
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3				
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover	2				
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame and Cover	2				
5.1.9 (Deleted)	MAG Detail No. 502-1 Trash Rack	1				
5.1.10	MAG Detail No. 502-2 Trash Rack	1				
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2				
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D' Catch Basin	1				
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1				
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2				
5.1.15	MAG Detail No. 535 Catch Basin Type	2				

 GLENDALE	SOLICITATION ADDENDUM			CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX		
	Solicitation Number: IFB 16-05		Addendum #1	Page 3 of 4		
	Solicitation Due Date: August 13, 2:00 p.m. (Local Time)					

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
	"F" (For use without curb)					
5.1.16	MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch Basins	2				
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H (28 – 1/2" Single Gate)	2				
5.1.17a (added)	MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 – 1/2" Double Gate)	2				
5.1.18	NF – 00002423 B R-5900 SPEC – REVERSIBLE FRAME	2				
5.1.19	NF – 00004011 B R-5901-SPEC – GRATE LETTERED "STORM WATER ONLY"	2				
5.1.20	NF – 00004012 B R-5900-SPEC – BOLT-DOWN PLATEN LID	2				
GRAND TOTAL (Items 5.1.1 through 5.1.20)					\$ _____	

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____ %


5.3 DELIVERY Bidder states that all orders shall be delivered within 14 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

Comply: YES NO If your answer is NO, please state terms offered:

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

_____ YES, I will accept payment under this contract with the Procurement Card.

_____ NO, I will not accept payment under this contract with the Procurement Card.

	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: IFB 16-05	Addendum #1	
Solicitation Due Date: August 13, 2:00 p.m. (Local Time)			

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO If your answer is NO, please state terms offered:

5.6 WARRANTY: Provide a description of bidder's standard warranty as it relates to any design defects, workmanship, or materials.

Company Name: _____



2
GLENDALE

SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #2 Page 1 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-28XX

IFB 16-05

FOUNDRY – METAL CASTING SERVICES

As a result of the pre-offer conference conducted on August 6, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-05:

1. ADD

Section 5.0, REVISED BIDDING SCHEDULE the changes below are reflected accordingly:

Add – Including pipe sizes to Bidding Schedule as follows for item 5.1.10. MAG Detail No. 502-2 Trash Rack.

MAG Detail No. 502-2 Trash Rack

TYPE A 18"

(Add 5.1.10.A) TYPE A 24"

(Add 5.1.10.B) TYPE B 30"

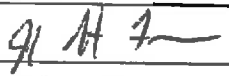
(Add 5.1.10.C) TYPE C 36"


(Add 5.1.10.D) TYPE D 42"

(Add 5.1.10.E) TYPE E 48"

2. BIDDERS SHALL SUBMIT THE ATTACHED “REVISED BIDDING SCHEDULE” WITH THEIR BID RESPONSE.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: GRATE SOLUTIONS CO. INC.
Address: 724 W. COMMERCE AVE. GILBERT, AZ 85233
Authorized Signature: 
Print Name and Title: JOE FISCHER - PRESIDENT OF OPERATIONS

 GLENDALE	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX	
	Solicitation Number: IFB 16-05	Addendum #2		Page 2 of 4
	Solicitation Due Date: August 13, 2:00 p.m. (Local Time)			

5.0 REVISED BIDDING SCHEDULE

5.1 Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter "X" for "No Bid")	Extended Cost
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30			X	
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150			X	
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50			X	
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2			X	
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60			X	
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3			X	
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover	2			X	
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame and Cover	2			X	
5.1.9 (Deleted)	MAG Detail No. 502-1 Trash Rack	1				
5.1.10 (Add)	MAG Detail No. 502-2 Trash Rack TYPE A 18"	1			306	306
5.1.10.a (Add)	TYPE A 24"	1			368	368
5.1.10.b (Add)	TYPE B 30"	1			560	560
5.1.10.c (Add)	TYPE C 35"	1			656	656
5.1.10.d (Add)	TYPE D 42"	1			905	905
5.1.10.e (Add)	TYPE E 45"	1			1137	1137
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2			X	



SOLICITATION ADDENDUM

CITY OF GLENDALE
 Materials Management
 5850 W. Glendale Avenue
 Suite 317
 Glendale, AZ 85301
 Phone: (623) 930-28XX

Solicitation Number: IFB 16-05 Addendum #2 Page 3 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)


Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D' Catch Basin	1			425	425
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1			315	315
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2			X	
5.1.15	MAG Detail No. 535 Catch Basin Type "F" (For use without curb)	2			395	790
5.1.16	MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch Basins	2			295	590
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H (28 - 1/2" Single Gate)	2			220	440
5.1.17a (Add)	MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 - 1/2" Double Gate)	2			420	840
5.1.18	NF - 00002423 B R-5900 SPEC - REVERSIBLE FRAME	2			X	
5.1.19	NF - 00004011 B R-5901-SPEC - GRATE LETTERED "STORM WATER ONLY"	2			X	
5.1.20	NF - 00004012 B R-5900-SPEC - BOLT-DOWN PLATEN LID	2			X	
GRAND TOTAL (Items 5.1.1 through 5.1.20)					\$ 7332	

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 1.8 %

5.3 DELIVERY Bidder states that all orders shall be delivered within 14 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

Comply: YES NO If your answer is NO, please state terms offered:

	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: IFB 16-05	Addendum #2	
Solicitation Due Date: August 13, 2:00 p.m. (Local Time)			

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

___ YES, I will accept payment under this contract with the Procurement Card.

X NO, I will not accept payment under this contract with the Procurement Card.

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO If your answer is NO, please state terms offered: Net 30

5.6 WARRANTY: Provide a description of bidder's standard warranty as it relates to any design defects, workmanship, or materials. Grate Solutions acknowledges that all materials are constructed according to MAG specifications. We hereby warranty all furnished materials and workmanship for a (1) one year period from date of delivery.

Company Name: Grate Solutions Co Inc.



SOLICITATION NUMBER: IFB 16-05
FOUNDRY – METAL CASTING SERVICES

CITY OF GLENDALE
 Materials Management
 8850 West Glendale Avenue
 Suite 317
 Glendale, Arizona 85201

BIDDER SHEET

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-05
TITLE: Foundry – Metal Casting Services

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Grate Solutions Company, Inc. Contractor Signature: 

Company Address: 724 W. Commerce Ave Printed Name and Title: Joe Fischer,

President of Operations Email Address: Joe@Gratesolutions.net

Company Federal I.D.: 30-0240869 Telephone No.: 602-881-9882 or 480-926-3450

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: _____

**IFB 16-05, Foundry - Metal Casting Services
Bidder's Tab**

ITEM #	DESCRIPTION	Qty	GRATE SOLUTIONS		Neenah Foundry		Dana Kepner	
			EACH	EXTENDED	EACH	EXTENDED	EACH	EXTENDED
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30	NO BID	NO BID	NO BID	NO BID	117.93	3,537.90
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150	NO BID	NO BID	NO BID	NO BID	117.93	17,689.50
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50	NO BID	NO BID	222	11,100.00	355.11	17,755.50
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2	NO BID	NO BID	222	444.00	355.11	710.22
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60	NO BID	NO BID	253	15,180.00	415.37	24,922.20
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3	NO BID	NO BID	253	759.00	415.37	1,246.11
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame	2	NO BID	NO BID	236	472.00	374.34	748.68
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame	2	NO BID	NO BID	252	504.00	434.6	869.20
5.1.9	MAG Detail No. 502-1 Trash							
5.1.10	MAG Detail No. 502-2 Trash Rack TYPE A 18"	1	306	306.00	435	435.00	NO BID	NO BID
5.1.10.a	MAG Detail No. 502-2 Trash Rack TYPE A 24"	1	368	368.00	475	475.00	NO BID	NO BID
5.1.10.b	MAG Detail No. 502-2 Trash Rack TYPE B 30"	1	560	560.00	595	595.00	NO BID	NO BID
5.1.10.c	MAG Detail No. 502-2 Trash Rack TYPE C 36"	1	656	656.00	755	755.00	NO BID	NO BID

**IFB 16-05, Foundry - Metal Casting Services
Bidder's Tab**

ITEM #	DESCRIPTION	Qty	GRATE SOLUTIONS		Neenah Foundry		Dana Kepner	
			EACH	EXTENDED	EACH	EXTENDED	EACH	EXTENDED
5.1.10.d	MAG Detail No. 502-2 Trash Rack TYPE D 42"	1	905	905.00	915	915.00	NO BID	NO BID
5.1.10.e	MAG Detail No. 502-2 Trash Rack TYPE E 48"	1	1137	1,137.00	1075	1,075.00	NO BID	NO BID
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2	NO BID	NO BID	236	472.00	NO BID	NO BID
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D Catch Basin	1	425	425.00	800	800.00	NO BID	NO BID
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1	315	315.00	510	510.00	NO BID	NO BID
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2	NO BID	NO BID	650	1,300.00	NO BID	NO BID
5.1.15	MAG Detail No. 535 Catch Basin Type "F" (For use without curb)	2	395	790.00	735	1,470.00	NO BID	NO BID
5.1.16	MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch	2	295	590.00	132	264.00	NO BID	NO BID
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H (28 - 1/2" Single Gate)	2	220	440.00	545	1,090.00	910.88	1,821.76
5.1.17a	MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 - 1/2" Double Gate)	2	420	840.00	995	1,990.00	1821.8	3,643.56
5.1.18	NF - 00002423 B R-5900 SPEC - REVERSIBLE FRAME	2	NO BID	NO BID	116	232.00	NO BID	NO BID
5.1.19	NF - 00004011 B R-5901-SPEC - GRATE LETTERED "STORM WATER ONLY"	2	NO BID	NO BID	148	296.00	NO BID	NO BID
5.1.20	NF - 00004012 B R-5900-SPEC - BOLT-DOWN PLATEN LID	2	NO BID	NO BID	103	206.00	NO BID	NO BID

Estimated Annual Spend

5,605.00

32,304.00

21,227.40

Delivery - 14 calendar days

14 Calendar days

Approx. 1-4 Weeks - ARO

Approx. 3-5 weeks - ARO



Legislation Description

File #: 15-692, **Version:** 1

AWARD OF BID IFB 16-05, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FOUNDRY-METAL CASTING SERVICES FROM DANA KEPNER COMPANY, INC.

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to award bid IFB 16-05, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of foundry-metal casting services from Dana Kepner Company, Inc. (Dana) in an amount not to exceed \$115,000 (\$23,000 for the initial one-year term and \$23,000 annually for four one-year extensions).

Background

The Water Services Department collects wastewater and storm water into two separate collection systems. Access into the collection systems is through various manholes and storm water grate openings in the street, at the curb and within the storm water catch basin. Custom foundry-metal castings are used to cover and secure the opening. As the manhole and grate components wear out, they are replaced.

Analysis

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for various custom manhole and grate components. Bid specifications provided for an initial term of agreement for one year with the option to extend at the discretion of the city for four years, in one-year increments. IFB 16-05 was published on July 23, 2015 and three responses were received by the due date of August 13, 2015. The notice of intent to award was sent on August 25, 2015. No protests were received.

For the IFB items award to Dana, Dana submitted the lowest, responsive, and responsible bid. The awarded items include Manhole 30" Frames and Covers (and grade adjustments) labeled "COG Sanitary Sewer", and Manhole 30" Frames and Covers (and grade adjustments) labeled "COG Storm Water".

This action will authorize the Acting City Manager to enter into an agreement with Dana and approve the expenditure of funds for an amount not to exceed \$115,000 over the term of the agreement.

Budget and Financial Impacts

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

Cost	Fund-Department-Account
\$23,000	2420-17630-524400, Wastewater Collection

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Dana Kepner Co., Inc.
**CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BIDS**

SOLICITATION NUMBER: IFB 16-05
PUBLISHED DATE: JULY 23, 2015
TITLE: FOUNDRY – METAL CASTING SERVICES
BID DUE DATE AND TIME: AUGUST 13, 2015 BEFORE 2:00 P.M. LOCAL TIME
PRE-BID CONFERENCE AUGUST 6, 2015 2:00 P.M. LOCAL TIME
Location: 5850 W. Glendale Ave, Glendale, AZ 85303 Room 3A,
Attendance is NOT mandatory

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See **Paragraph 2.3** for additional instructions for preparing a bid.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Connie Schneider, C.P.M.
Materials Management Division
(623) 930-2868
CSchneider@Glendaleaz.com


	SOLICITATION NUMBER: IFB 16-05 FOUNDRY – METAL CASTING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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SOLICITATION NUMBER: IFB 16-05
FOUNDRY – METAL CASTING SERVICES

CITY OF GLENDALE
 Materials Management
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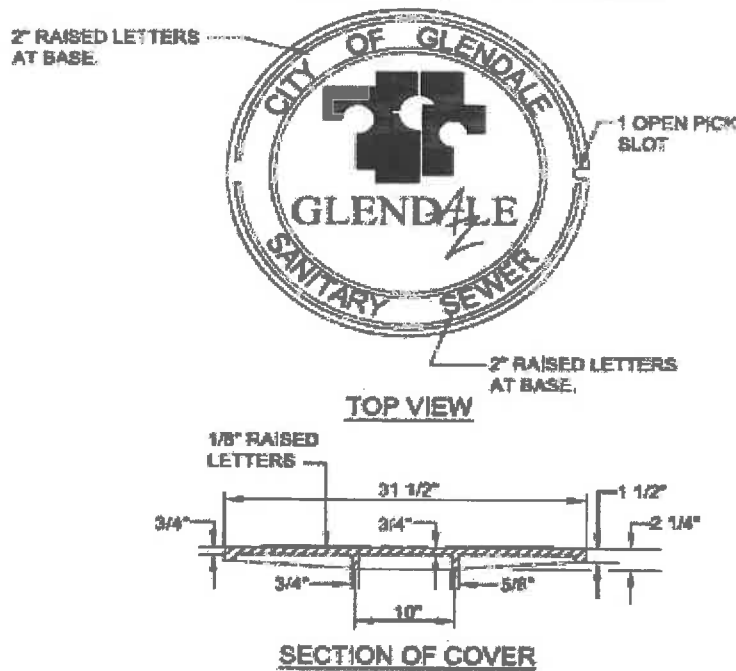
INTRODUCTION

The City of Glendale (City), Arizona, Water Services Department is requesting bids from qualified vendors for the foundry services to manufacture custom metal casting. Products include, but are not limited to, manhole products, cast iron covers, rings, frames, and grates that may be used by the City’s underground utilities and multiple City departments as needed.

1.0 SPECIFICATIONS

- 1.1 Throughout the term of this contract, the City reserves the right to add, remove, or make changes to the specifications and quantities to best serve the needs of the City.
- 1.2 The brand names, manufacturer’s name or product numbers stated within this solicitation are used for purposes of designating the standard of quality, performance, and characteristics needed to meet City requirements and are not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 1.3 **Manhole Cover: G-704** – All covers shall be labeled with the “*City of Glendale Sanitary Sewer*” or “*City of Glendale Storm Water*” as depicted in the following diagram which can be found on the City of Glendale Engineering - Forms and Publications website:

<http://www.glendaleaz.com/engineering/documents/2015EngineeringStandardDetails.pdf>



CITY OF GLENDALE STANDARD DETAIL		MANHOLE COVER DETAIL	
APPROVED BY: CITY ENGINEER	<i>Daniel D. Grand, P.E.</i>	DATE: 1/20/15	DETAILED BY: G-704



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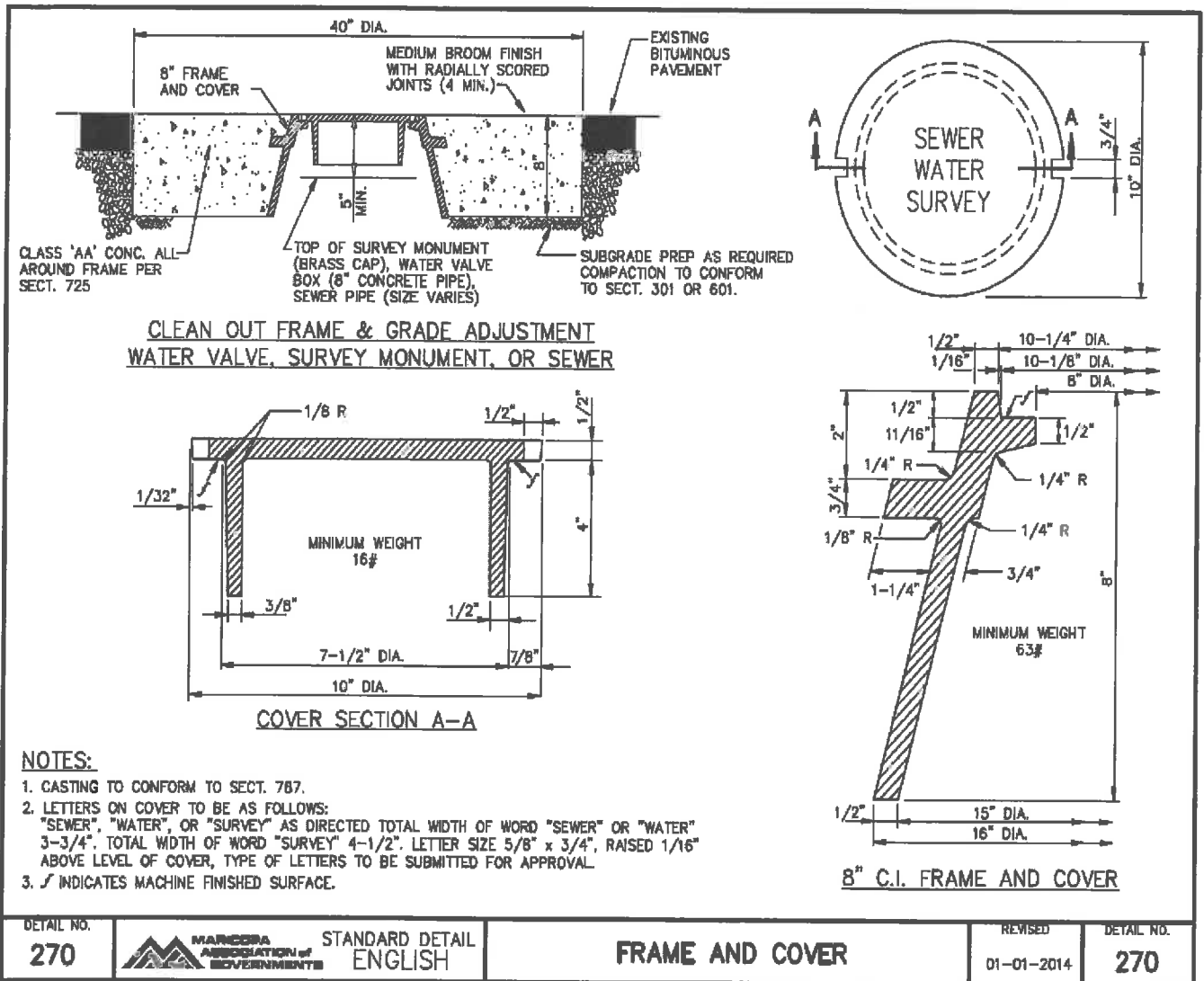
CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

1.4 Specification Drawings

Unless otherwise specified, the following Specification drawings and specifications follow the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction 2015 Edition, under “Resource Library”,

<http://www.azmag.gov/Committees/Committee.asp?CMSID=1055>

1.4.1 MAG Detail No. 270 - Frame and Cover (and grade adjustments)



DETAIL NO.
270



STANDARD DETAIL
 ENGLISH

FRAME AND COVER

REvised
 01-01-2014

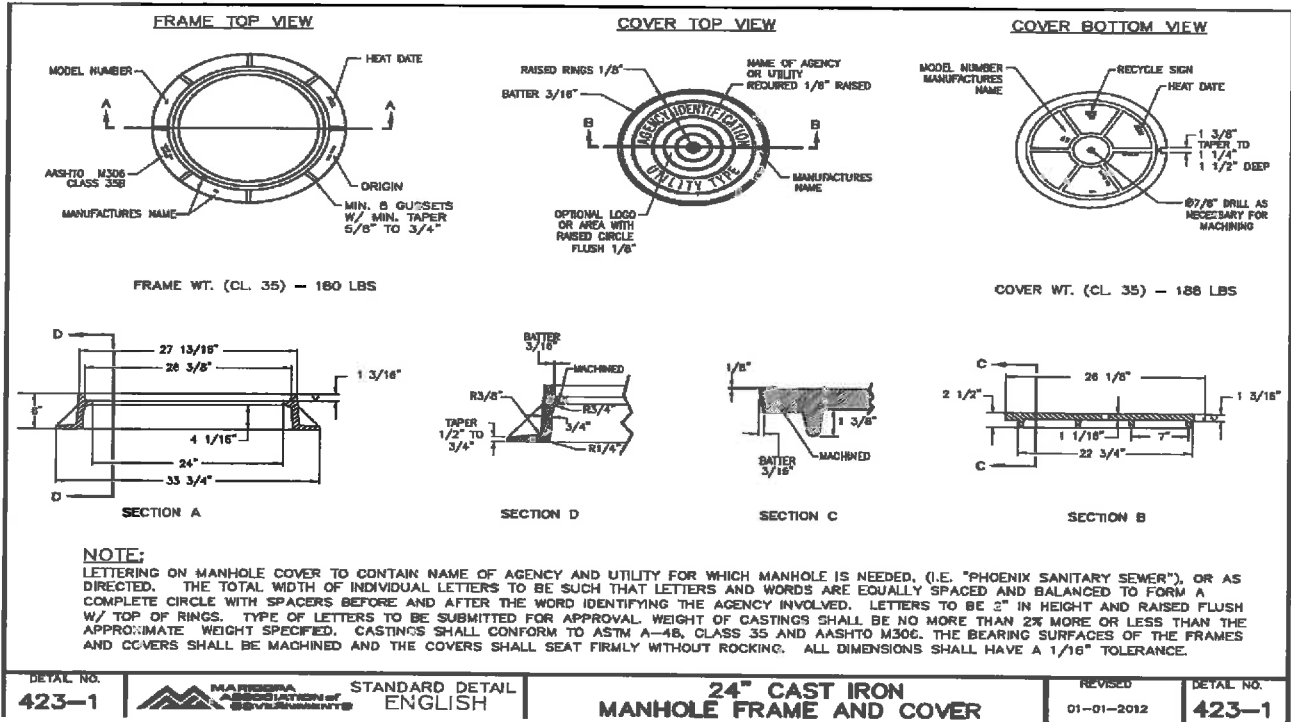
DETAIL NO.
270



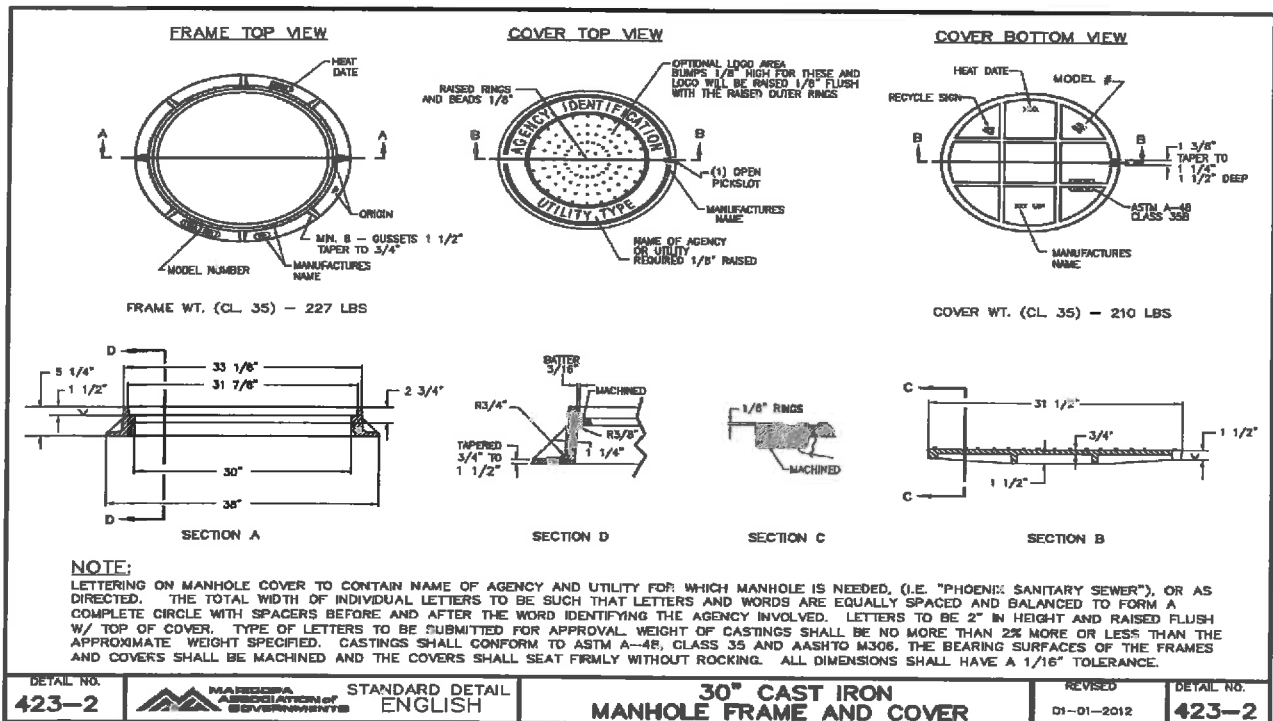
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Materials Management
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1.4.2 MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover



1.4.3 MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover

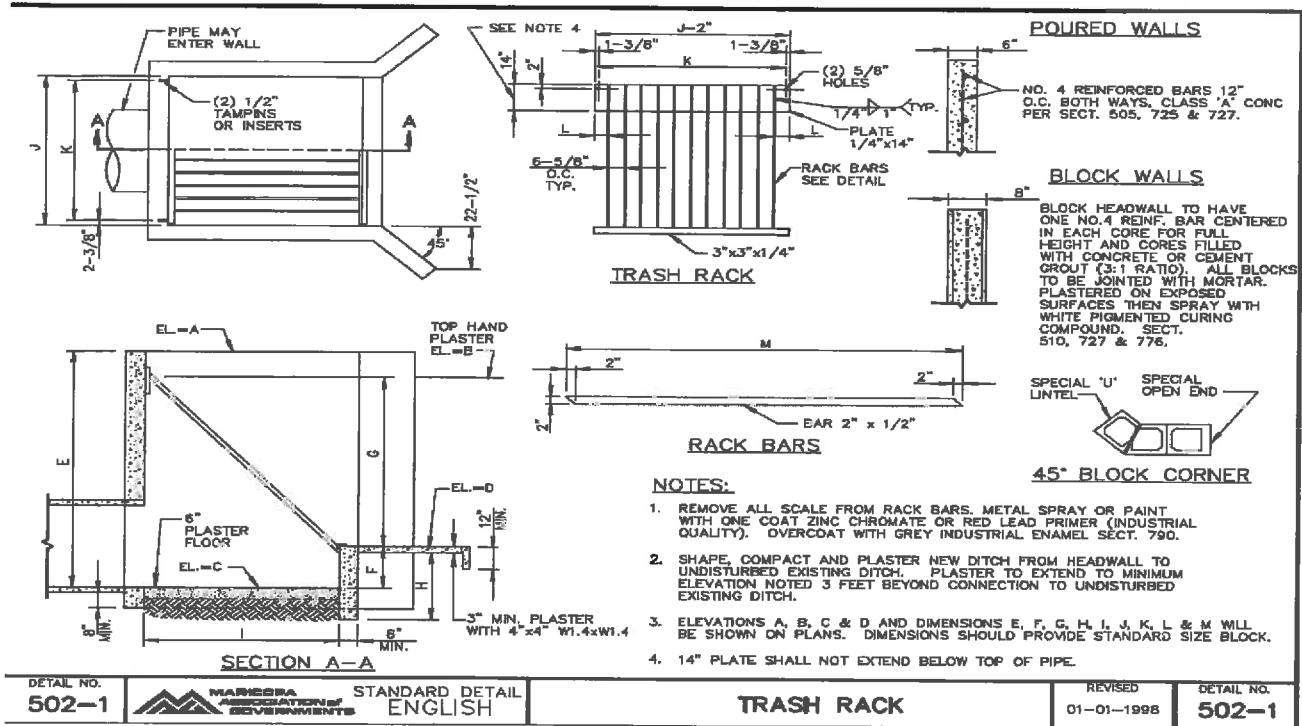




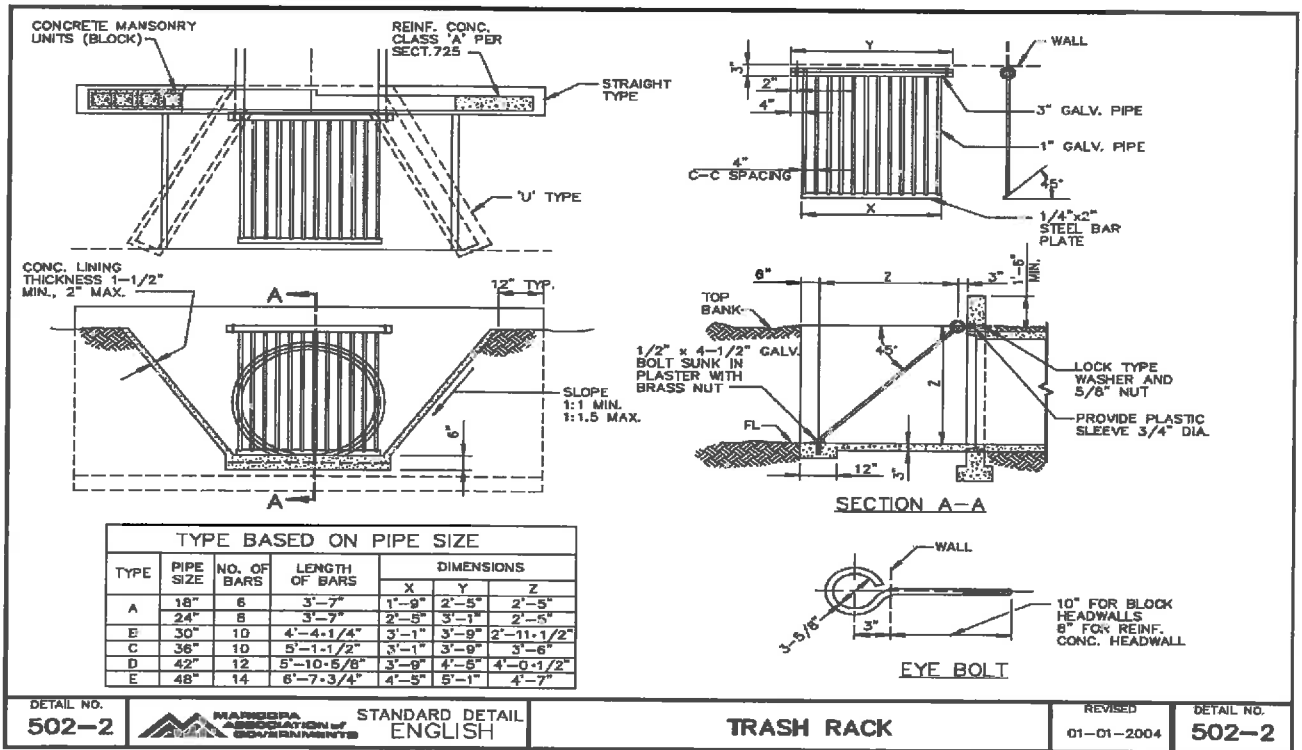
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1.4.6 MAG Detail No. 502-1 Trash Rack

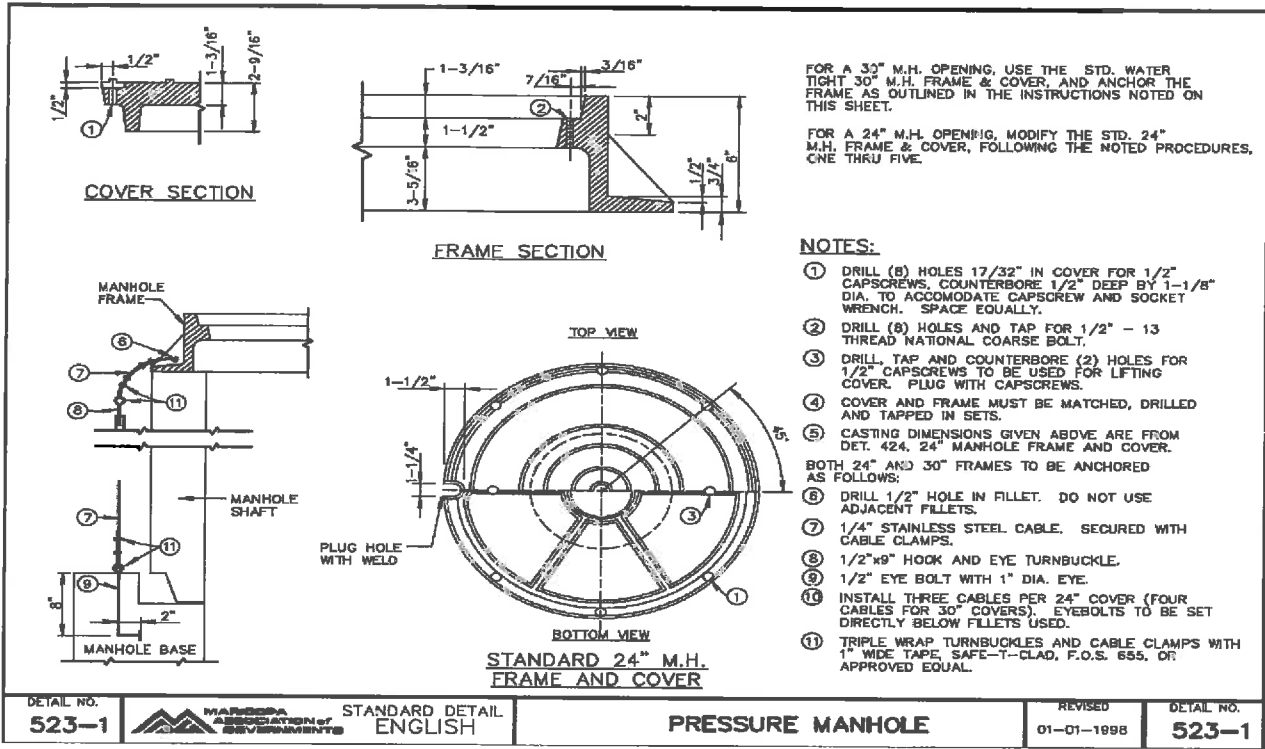


1.4.7 MAG Detail No. 502-2 Trash Rack

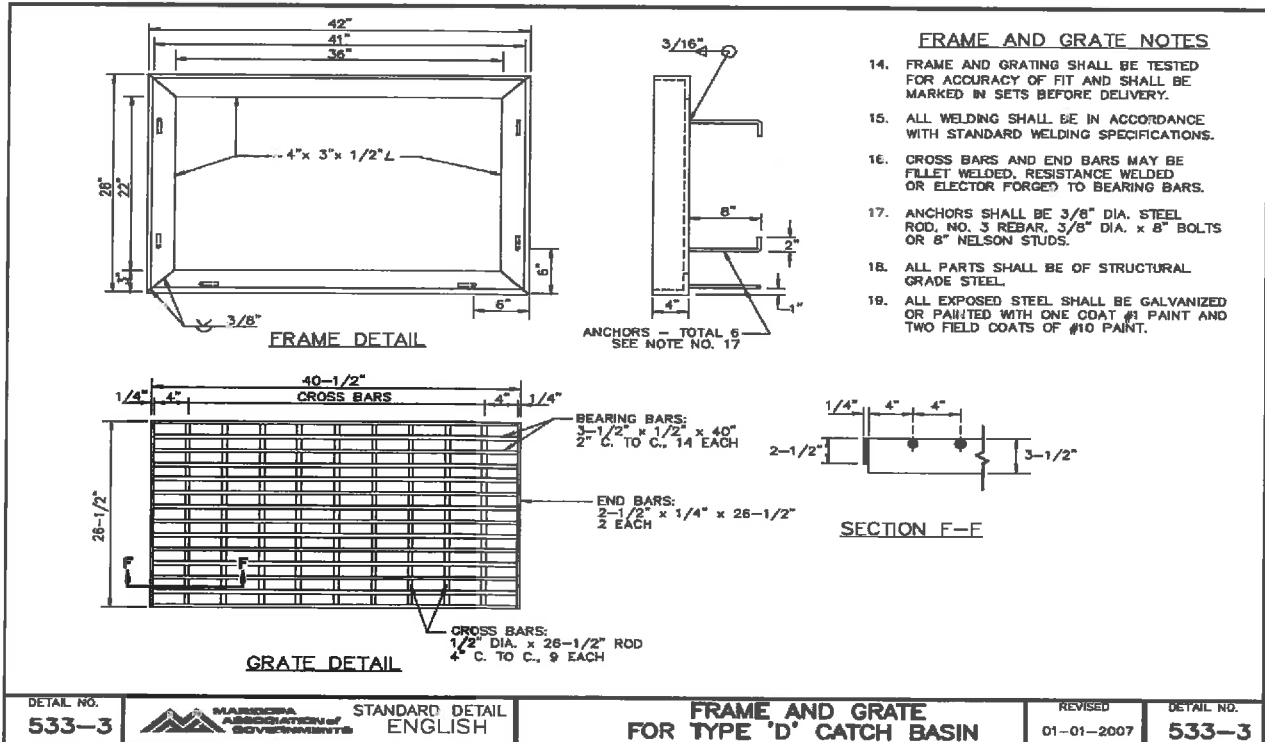




1.4.8 MAG Detail No. 523-1 Pressure Manhole



1.4.9 MAG Detail No. 533-3 Frame and Grate for Type 'D' Catch Basin

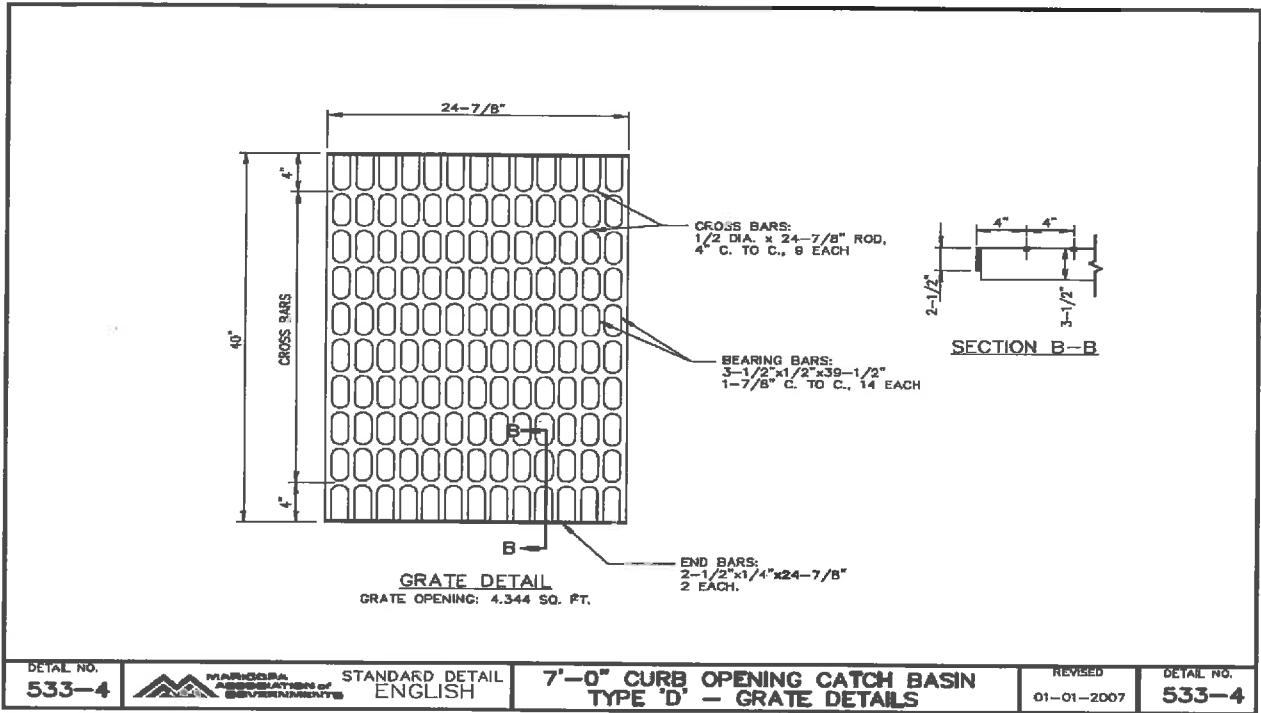




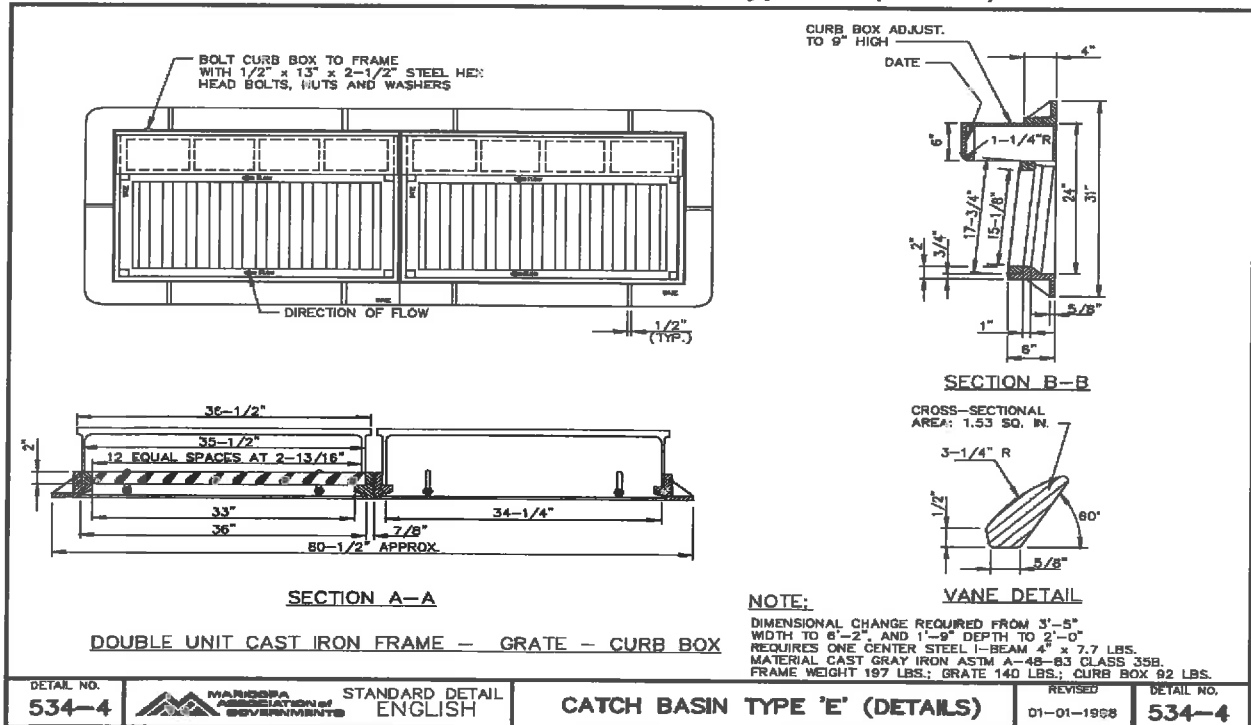
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1.4.10 MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details



1.4.11 MAG Detail No. 534-4 Catch Basin Type "E" (Details)

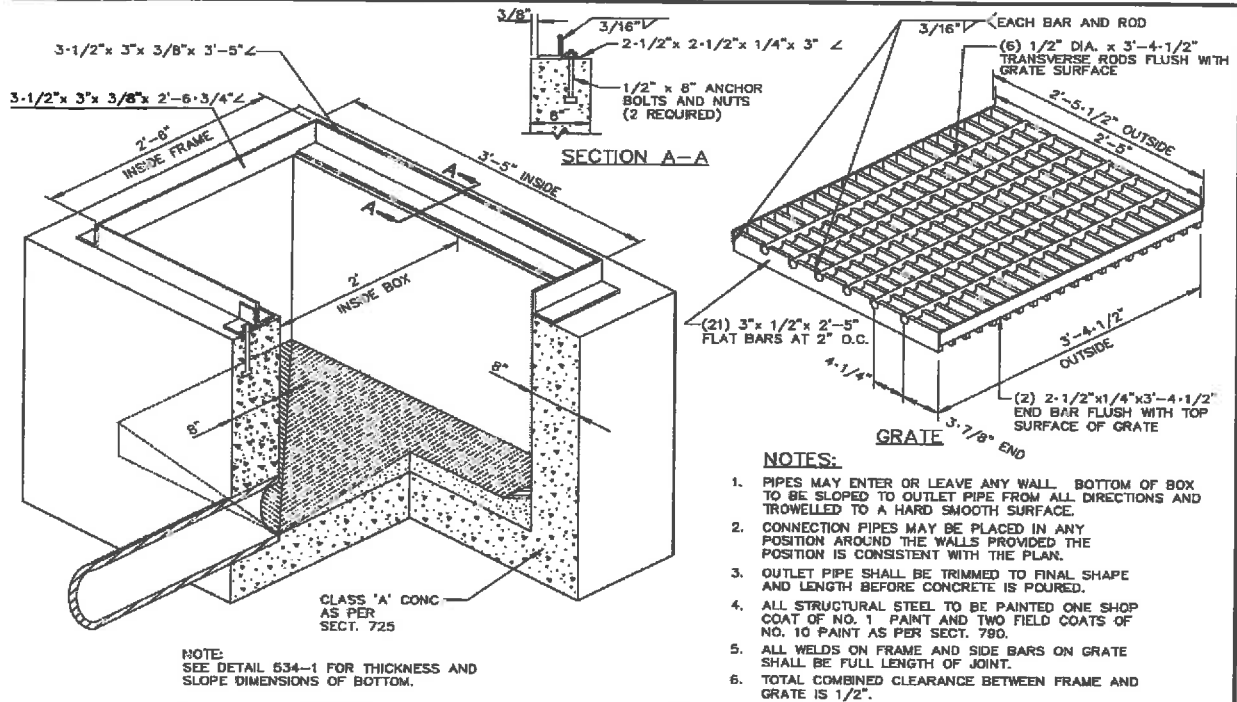




SOLICITATION NUMBER: IFB 16-05
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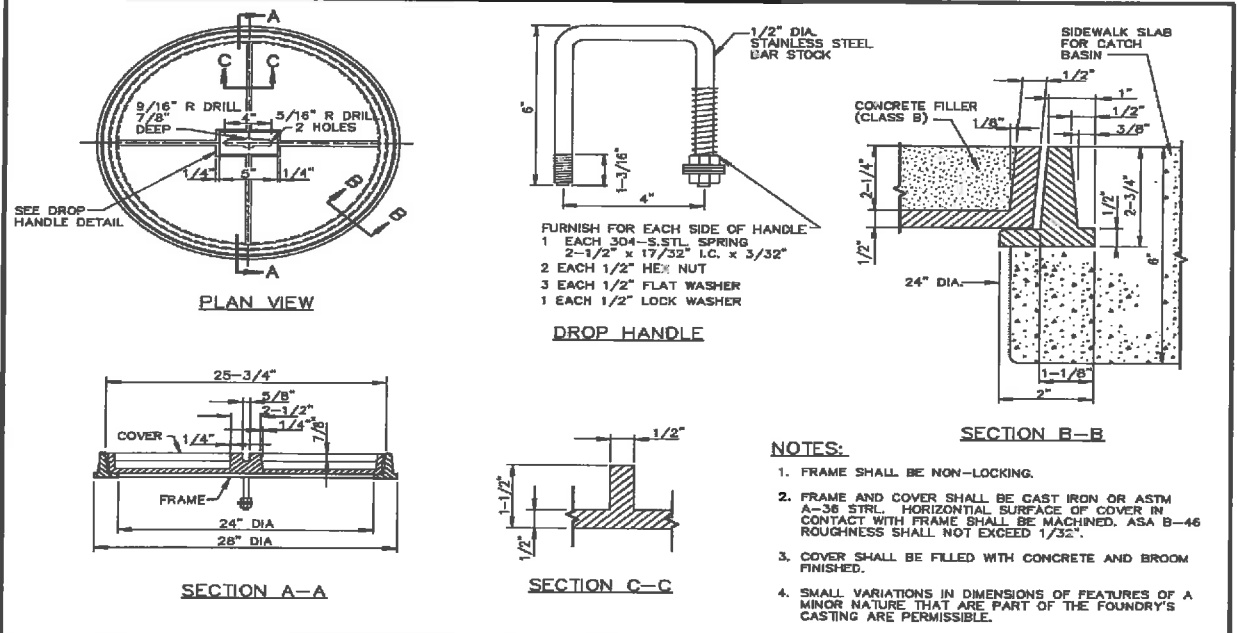
CITY OF GLENDALE
 Materials Management
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1.4.12 MAG Detail No. 535 Catch Basin Type "F" (For use without curb)



DETAIL NO. 535	STANDARD DETAIL ENGLISH	CATCH BASIN TYPE 'F' (FOR USE WITHOUT CURB)	REVISED 01-01-2009	DETAIL NO. 535
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1.4.13 MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch Basins



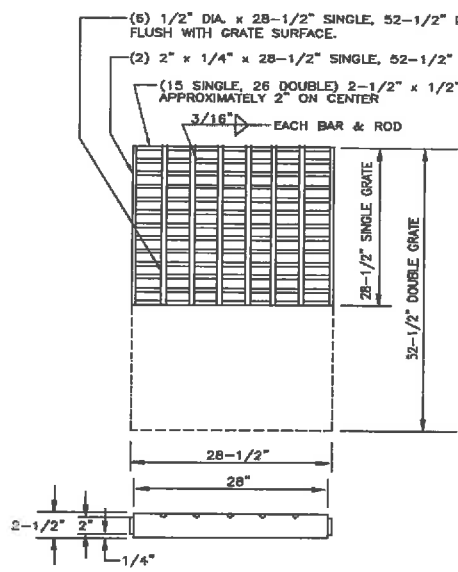
DETAIL NO. 536-2	STANDARD DETAIL ENGLISH	ALTERNATE COVER FOR CURB OPENING CATCH BASINS	REVISED 01-01-1998	DETAIL NO. 536-2
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1.4.14 MAG Detail No. 539 Grates for Catch Basins, Type G and H



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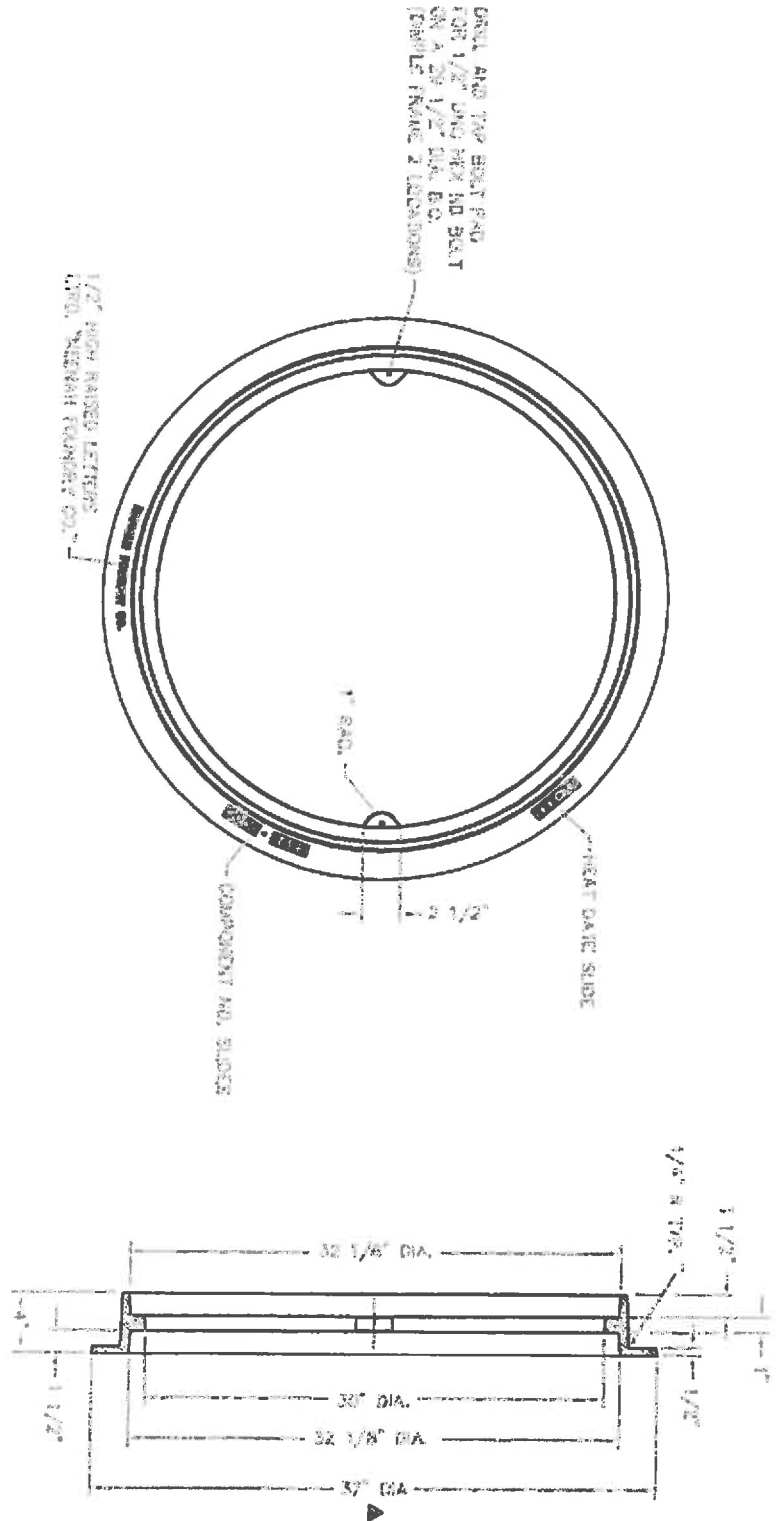
CITY OF GLENDALE
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NOTES:

1. ALL STEEL SHALL BE IN ACCORDANCE WITH A.S.T.M. A-36.
2. WELDING SHALL BE IN ACCORDANCE WITH A.W.S. SPECIFICATIONS.
3. FRAME AND GRATE SHALL BE TESTED FOR ACCURACY OF FIT AND SHALL BE MARKED IN SETS BEFORE DELIVERY.
4. THE COMPLETED ASSEMBLY SHALL BE GIVEN ONE SHOP COAT OF NO. 1 PAINT AND TWO FIELD COATS OF NO. 10 PAINT AS PER SECTION 780.
5. THE GRATE SHALL BE FABRICATED TO WITHIN 1/8" SPECIFIED DIMENSIONS.

00002423-3 B8



DRILL AND TAP BOLT PAD FOR 1/2" DIA HEX HD BOLT OR A 28 1/2" DIA. B.C. (DRILL IN ONE 2 LOCATIONS)

1/2" HIGH RAISED LETTERS (PRO. NEENAH FOUNDRY CO.)

HEAT DATE SIDE

1" RAD.

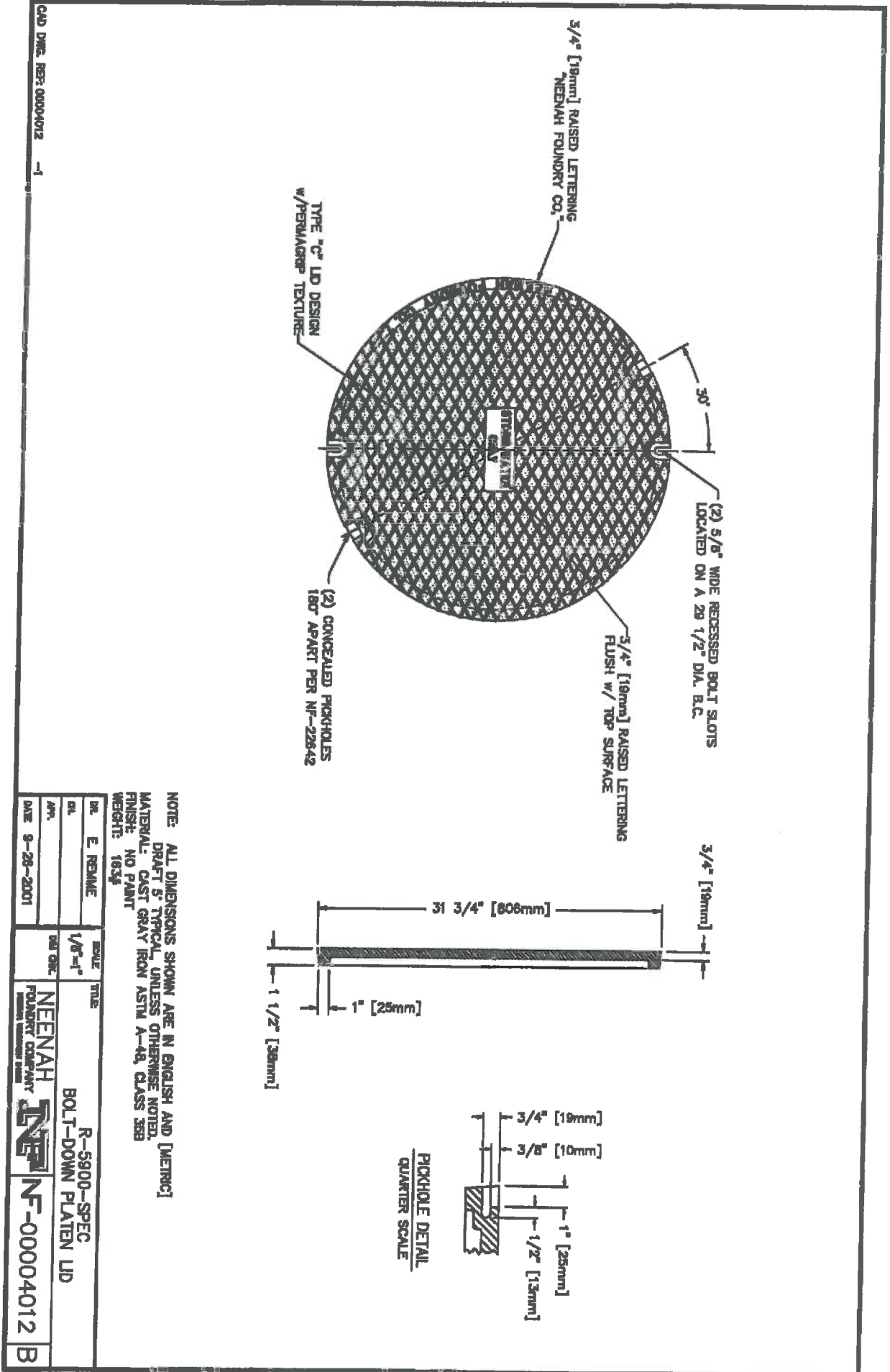
COMPONENT AND SLIDERS

MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B
 FINISH: NO PAINT
 WEIGHT: 112#

NOTE: THIS DRAWING WAS NF-5800T02

CAD DWG. REF: 00002423.DWG- 3

DR.	E. REJUNE	SCALE	1/8"=1"	TITLE	R-5900-SPEC REVERSIBLE FRAME
CHK.		DRW. CHK.		NEENAH FOUNDRY COMPANY	NF-00002423B
APP.		DATE	04/19/89		
REV.					





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2.0 SPECIAL INSTRUCTIONS

2.1 PRE-BID CONFERENCE

2.1.1 A Pre-Bid Conference will be held on **AUGUST 06, 2015, 2:00 PM, Local Time, at 5850 Glendale Avenue in Conference Room 3A, Glendale, AZ 865301.** Attendance is not mandatory. Copies of the Invitation for Bids (IFB) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 **RETURN OF BID** **One (1) Original signed Bidder Sheet and Bidder Schedule hard copy.** The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.3 **PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.3.1 BIDDER SHEET, **Section 4.0**

2.3.2 BIDDING SCHEDULE, **Section 5.0**

2.3.3 ADDENDUM, Return all addenda (if applicable).

2.2 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.3 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.4 **ALTERNATE BIDS/EXCEPTIONS**


Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.



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- 2.5 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 2.6 ESTIMATED QUANTITIES** The quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- 2.7 PROPRIETARY INFORMATION**
Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.
- Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.
- 2.9 INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

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2.12 EVALUATION LITERATURE

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.13 WITHDRAWAL OF BID At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.


From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

2.16 CONFLICT OF INTEREST The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or

 <p>GLENDAL</p>	<p>SOLICITATION NUMBER: IFB 16-05</p> <p>FOUNDRY – METAL CASTING SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$50.00/property. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

3.4 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>



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- 3.5 PRICE** All prices quoted shall be firm and fixed for the specified contract period. All pricing shall include all freight, insurance, warranty and any other associated direct or indirect costs, except taxes. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
- No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- 3.6 DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.
- 3.7 DELIVERY TIME** All deliveries shall be made within **14** days upon receipt of written notification from the City in the format of a Purchase Order. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.8 TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year "initial" period.
- 3.9 OPTION TO EXTEND** The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.10 PRICE ADJUSTMENTS** Price adjustments will only be reviewed during contract renewal.
- 3.11 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.12 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.13 INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.



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Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of “A-” or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> (Minimum)	<u>Limits of Liability</u>
Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

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

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

3.14 WORKERS' COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

3.15 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.16 CONTRACT CANCELLATION The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.16.1 The Contractor provides personnel that do not meet the requirements of the contract.

3.16.2 The Contractor fails to perform adequately the services required in the contract.

3.16.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.



SOLICITATION NUMBER: IFB 16-05
FOUNDRY – METAL CASTING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

3.16.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.

3.16.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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:
 1. Deduction from an unpaid balance;
 2. Any combination of the above or any other remedies as provided by law.

3.17 **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.18 **NON-DISCRIMINATION** By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.19 **CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-28XX

Solicitation Number: IFB 16-05 Addendum #1 Page 1 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

IFB 16-05

FOUNDRY – METAL CASTING SERVICES

As a result of the pre-offer conference conducted on August 6, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-05:

1. **DELETE** - Section 1.4.6 MAG Detail No. 502-1 Trash Rack on Page 7, in its entirety.

2. **DELETE**
Section 5.0, **BIDDING SCHEDULE** in its entirety and **REPLACE** with the attached revised Section 5.0 **“REVISED BIDDING SCHEDULE”**, the changes below are reflected accordingly:

 Delete – Line item 5.1.9 - MAG Detail No. 502-1 Trash Rack
 Add - Line item 5.1.17a - MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 – 1/2” Double Gate)

3. **BIDDERS SHALL SUBMIT THE ATTACHED “REVISED BIDDING SCHEDULE” WITH THEIR BID RESPONSE.**

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #1 Page 2 of 4
 Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
 Materials Management
 5850 W. Glendale Avenue
 Suite 317
 Glendale, AZ 85301
 Phone: (623) 930-28XX

5.0 REVISED BIDDING SCHEDULE

5.1 Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30				
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150				
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50				
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2				
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60				
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3				
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover	2				
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame and Cover	2				
5.1.9 (Deleted)	MAG Detail No. 502-1 Trash Rack	1				
5.1.10	MAG Detail No. 502-2 Trash Rack	1				
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2				
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D' Catch Basin	1				
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1				
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2				
5.1.15	MAG Detail No. 535 Catch Basin Type	2				



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #1 Page 3 of 4
 Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
 Materials Management
 5850 W. Glendale Avenue
 Suite 317
 Glendale, AZ 85301
 Phone: (623) 930-28XX

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
5.1.16	MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch Basins	2				
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H (28 – 1/2" Single Gate)	2				
5.1.17a (added)	MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 – 1/2" Double Gate)	2				
5.1.18	NF – 00002423 B R-5900 SPEC – REVERSIBLE FRAME	2				
5.1.19	NF – 00004011 B R-5901-SPEC – GRATE LETTERED "STORM WATER ONLY"	2				
5.1.20	NF – 00004012 B R-5900-SPEC – BOLT-DOWN PLATEN LID	2				
GRAND TOTAL (Items 5.1.1 through 5.1.20)					\$ _____	

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____%

5.3 DELIVERY Bidder states that all orders shall be delivered within 14 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

Comply: YES NO If your answer is NO, please state terms offered:

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

____ YES, I will accept payment under this contract with the Procurement Card.

____ NO, I will not accept payment under this contract with the Procurement Card.



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #2 Page 1 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-28XX

**IFB 16-05
FOUNDRY – METAL CASTING SERVICES**

As a result of the pre-offer conference conducted on August 6, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-05:

1. ADD

Section 5.0, REVISED BIDDING SCHEDULE the changes below are reflected accordingly:

Add – Including pipe sizes to Bidding Schedule as follows for item 5.1.10. MAG Detail No. 502-2 Trash Rack.

MAG Detail No. 502-2 Trash Rack

TYPE A 18"

(Add 5.1.10.A) TYPE A 24"

(Add 5.1.10.B) TYPE B 30"

(Add 5.1.10.C) TYPE C 36"

(Add 5.1.10.D) TYPE D 42"

(Add 5.1.10.E) TYPE E 48"

2. BIDDERS SHALL SUBMIT THE ATTACHED "REVISED BIDDING SCHEDULE" WITH THEIR BID RESPONSE.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Dana Kepner Co

Address: 2401 S. 19th Ave

Authorized Signature: Bob Norton

Print Name and Title: Robert Norton, Sales



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #2 Page 2 of 4
 Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
 Materials Management
 5850 W. Glendale Avenue
 Suite 317
 Glendale, AZ 85301
 Phone: (623) 936-2888

5.0 REVISED BIDDING SCHEDULE

5.1 Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for "No Bid")	Extended Cost
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30	2 years	D & L	117.93	3537.90
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150	2 years		117.93	17689.50
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50	2 years		355.11	17755.50
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2	2years		355.11	710.22
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60	2 years		415.37	24922.20
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3	2 years		415.37	1246.11
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover	2	2 years		374.34	748.68
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame and Cover	2	2 years		434.60	869.20
5.1.9 (Deleted)	MAG Detail No. 502-1 Trash Rack	1				
5.1.10 (Add)	MAG Detail No. 502-2 Trash Rack TYPE A 18"	1			X	
5.1.10.a (Add)	TYPE A 24"	1			X	
5.1.10.b (Add)	TYPE B 30"	1			X	
5.1.10.c (Add)	TYPE C 36"	1			X	
5.1.10.d (Add)	TYPE D 42"	1			X	
5.1.10.e (Add)	TYPE E 48"	1			X	
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2			X	



GLEND/LE

SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #2 Page 3 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-28XX


Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for "No Bid")	Extended Cost
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D Catch Basin	1			X	
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1			X	
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2			X	
5.1.15	MAG Detail No. 535 Catch Basin Type "F" (For use without curb)	2			X	
5.1.16	MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch Basins	2			X	
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H (28 - 1/2" Single Gate)	2	2 YEARS		910.88	1821.76
5.1.17a (Add)	MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 - 1/2" Double Gate)	2	2 YEARS		1821.78	3643.56
5.1.18	NF - 00002423 B R-5900 SPEC - REVERSIBLE FRAME	2			X	
5.1.19	NF - 00004011 B R-5901-SPEC - GRATE LETTERED "STORM WATER ONLY"	2			X	
5.1.20	NF - 00004012 B R-5900-SPEC - BOLT-DOWN PLATEN LID	2			X	
GRAND TOTAL (Items 5.1.1 through 5.1.20)					\$ 72944.63	

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.3 %

5.3 DELIVERY Bidder states that all orders shall be delivered within 14 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

Comply: YES NO If your answer is NO, please state terms offered:
3 to 5 weeks ARO

	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: IFB 16-05	Addendum #2	
Solicitation Due Date: August 13, 2:00 p.m. (Local Time)			

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO If your answer is NO, please state terms offered:

Net 30

5.6 WARRANTY: Provide a description of bidder's standard warranty as it relates to any design defects, workmanship, or materials.

Company Name: Dana Kepner Co.



SOLICITATION NUMBER: IFB 16-05
FOUNDRY – METAL CASTING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

BIDDER SHEET

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-05
TITLE: Foundry – Metal Casting Services

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Dana Kepner Co. Contractor Signature: Bob Norton
Company Address: 2401 S. 19th Ave Printed Name and Title: Bob Norton, Sales
Email Address: RNorton@danakepner.com
Company Federal I.D.: 84-1292785 Telephone No.: 602-502-9642

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: _____

**IFB 16-05, Foundry - Metal Casting Services
Bidder's Tab**

ITEM #	DESCRIPTION	Qty	GRATE SOLUTIONS		Neenah Foundry		Dana Kepner	
			EACH	EXTENDED	EACH	EXTENDED	EACH	EXTENDED
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30	NO BID	NO BID	NO BID	NO BID	117.93	3,537.90
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150	NO BID	NO BID	NO BID	NO BID	117.93	17,689.50
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50	NO BID	NO BID	222	11,100.00	355.11	17,755.50
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2	NO BID	NO BID	222	444.00	355.11	710.22
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60	NO BID	NO BID	253	15,180.00	415.37	24,922.20
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3	NO BID	NO BID	253	759.00	415.37	1,246.11
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame	2	NO BID	NO BID	236	472.00	374.34	748.68
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame	2	NO BID	NO BID	252	504.00	434.6	869.20
5.1.9	MAG Detail No. 502-1 Trash							
5.1.10	MAG Detail No. 502-2 Trash Rack TYPE A 18"	1	306	306.00	435	435.00	NO BID	NO BID
5.1.10.a	MAG Detail No. 502-2 Trash Rack TYPE A 24"	1	368	368.00	475	475.00	NO BID	NO BID
5.1.10.b	MAG Detail No. 502-2 Trash Rack TYPE B 30"	1	560	560.00	595	595.00	NO BID	NO BID
5.1.10.c	MAG Detail No. 502-2 Trash Rack TYPE C 36"	1	656	656.00	755	755.00	NO BID	NO BID

**IFB 16-05, Foundry - Metal Casting Services
Bidder's Tab**

ITEM #	DESCRIPTION	Qty	GRATE SOLUTIONS		Neenah Foundry		Dana Kepner	
			EACH	EXTENDED	EACH	EXTENDED	EACH	EXTENDED
5.1.10.d	MAG Detail No. 502-2 Trash Rack TYPE D 42"	1	905	905.00	915	915.00	NO BID	NO BID
5.1.10.e	MAG Detail No. 502-2 Trash Rack TYPE E 48"	1	1137	1,137.00	1075	1,075.00	NO BID	NO BID
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2	NO BID	NO BID	236	472.00	NO BID	NO BID
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D Catch Basin	1	425	425.00	800	800.00	NO BID	NO BID
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1	315	315.00	510	510.00	NO BID	NO BID
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2	NO BID	NO BID	650	1,300.00	NO BID	NO BID
5.1.15	MAG Detail No. 535 Catch Basin Type "F" (For use without curb)	2	395	790.00	735	1,470.00	NO BID	NO BID
5.1.16	MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch	2	295	590.00	132	264.00	NO BID	NO BID
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H (28 - 1/2" Single Gate)	2	220	440.00	545	1,090.00	910.88	1,821.76
5.1.17a	MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 - 1/2" Double Gate)	2	420	840.00	995	1,990.00	1821.8	3,643.56
5.1.18	NF - 00002423 B R-5900 SPEC - REVERSIBLE FRAME	2	NO BID	NO BID	116	232.00	NO BID	NO BID
5.1.19	NF - 00004011 B R-5901-SPEC - GRATE LETTERED "STORM WATER ONLY"	2	NO BID	NO BID	148	296.00	NO BID	NO BID
5.1.20	NF - 00004012 B R-5900-SPEC - BOLT-DOWN PLATEN LID	2	NO BID	NO BID	103	206.00	NO BID	NO BID

Estimated Annual Spend

5,605.00

32,304.00

21,227.40

Delivery - 14 calendar days

14 Calendar days

Approx. 1-4 Weeks - ARO

Approx. 3-5 weeks - ARO



Legislation Description

File #: 15-693, **Version:** 1

AWARD OF BID IFB 16-05, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FOUNDRY-METAL CASTING SERVICES FROM NEENAH FOUNDRY COMPANY

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to award bid IFB 16-05, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of foundry-metal casting services from Neenah Foundry Company (Neenah) in an amount not to exceed \$175,000 (\$35,000 for the initial one-year term and \$35,000 annually for four one-year extensions).

Background

The Water Services Department collects wastewater and storm water into two separate collection systems. Access into the collection systems is through various manholes and storm water grate openings in the street, at the curb and within the storm water catch basin. Custom foundry-metal castings are used to cover and secure the opening. As the manhole and grate components wear out, they are replaced.

Analysis

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for various custom manhole and grate components. Bid specifications provided for an initial term of agreement for one year with the option to extend at the discretion of the city for four years, in one-year increments. IFB 16-05 was published on July 23, 2015 and three responses were received by the due date of August 13, 2015. The notice of intent to award was sent on August 25, 2015. No protests were received.

For the IFB items award to Neenah, Neenah submitted the lowest, responsive, and responsible bid. The awarded items include Cast Iron Manhole Frame and Cover labeled "COG Sanitary Sewer" sizes 24" and 30", COG Storm Water sizes 24" and 30", Cast Iron Watertight Manhole Frame 24" and 30", Track Rack Type E, Pressure Manhole, Catch Basin Type E, Alternate Cover for Curb Opening Catch Basins, Reversible Frame, Grate lettered "Storm Water Only", and Bolt-down Platen Lid.

This action will authorize the Acting City Manager to enter into an agreement with Neenah and approve the expenditure of funds for an amount not to exceed \$175,000 over the term of the agreement.

Budget and Financial Impacts

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual

budget appropriation thereafter is contingent upon Council approval.

Cost	Fund-Department-Account
\$35,000	2420-17630-524400, Wastewater Collection

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Neenah Foundry Co.



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 16-05
PUBLISHED DATE: JULY 23, 2015
TITLE: FOUNDRY – METAL CASTING SERVICES
BID DUE DATE AND TIME: AUGUST 13, 2015 BEFORE 2:00 P.M. LOCAL TIME
PRE-BID CONFERENCE AUGUST 6, 2015 2:00 P.M. LOCAL TIME
Location: 5850 W. Glendale Ave, Glendale, AZ 85303 Room 3A,
Attendance is NOT mandatory

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing a bid.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Connie Schneider, C.P.M.
Materials Management Division
(623) 930-2868
CSchneider@Glendaleaz.com


	SOLICITATION NUMBER: IFB 16-05 FOUNDRY – METAL CASTING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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FOUNDRY – METAL CASTING SERVICES

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
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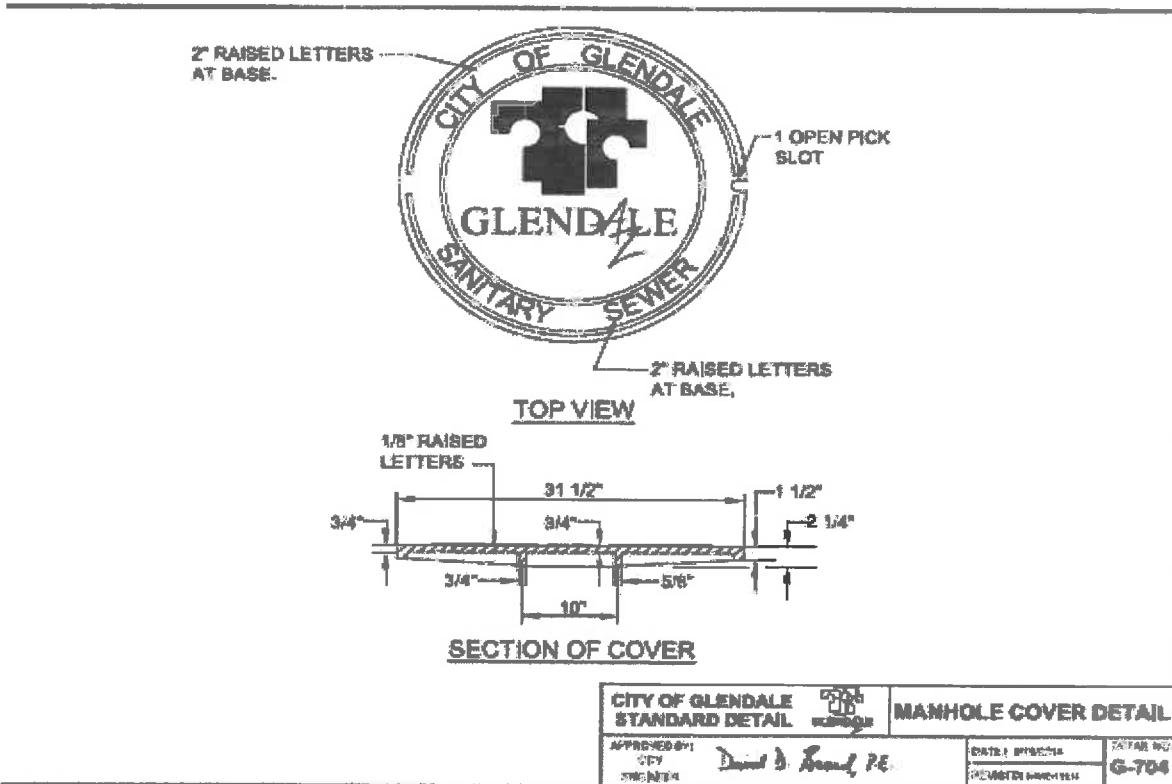
INTRODUCTION

The City of Glendale (City), Arizona, Water Services Department is requesting bids from qualified vendors for the foundry services to manufacture custom metal casting. Products include, but are not limited to, manhole products, cast iron covers, rings, frames, and grates that may be used by the City’s underground utilities and multiple City departments as needed.

1.0 SPECIFICATIONS

- 1.1 Throughout the term of this contract, the City reserves the right to add, remove, or make changes to the specifications and quantities to best serve the needs of the City.
- 1.2 The brand names, manufacturer’s name or product numbers stated within this solicitation are used for purposes of designating the standard of quality, performance, and characteristics needed to meet City requirements and are not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 1.3 **Manhole Cover: G-704** – All covers shall be labeled with the “*City of Glendale Sanitary Sewer*” or “*City of Glendale Storm Water*” as depicted in the following diagram which can be found on the City of Glendale Engineering - Forms and Publications website:

<http://www.glendaleaz.com/engineering/documents/2015EngineeringStandardDetails.pdf>





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FOUNDRY – METAL CASTING SERVICES

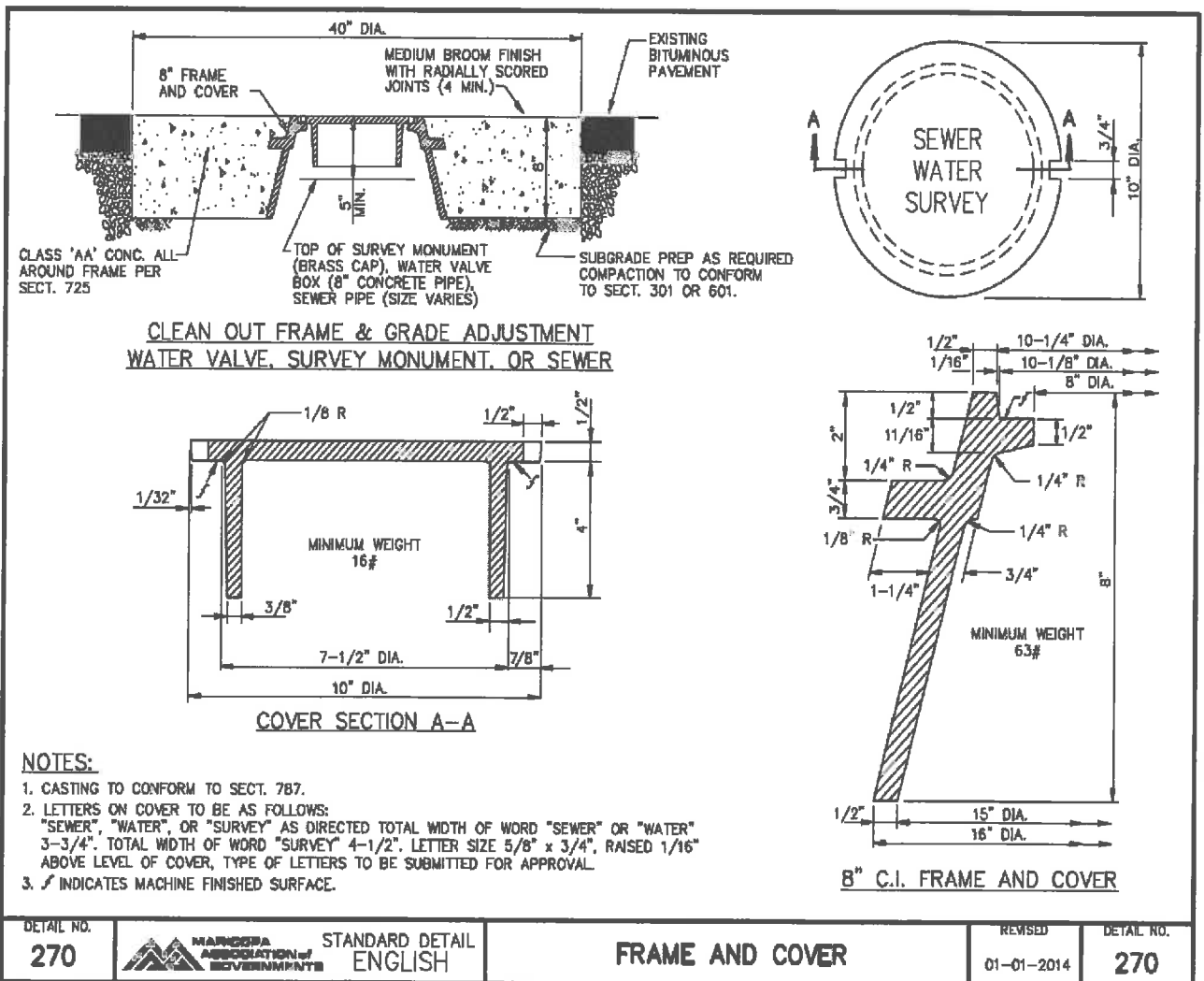
CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

1.4 Specification Drawings

Unless otherwise specified, the following Specification drawings and specifications follow the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction 2015 Edition, under “Resource Library”,

<http://www.azmag.gov/Committees/Committee.asp?CMSID=1055>

1.4.1 MAG Detail No. 270 - Frame and Cover (and grade adjustments)

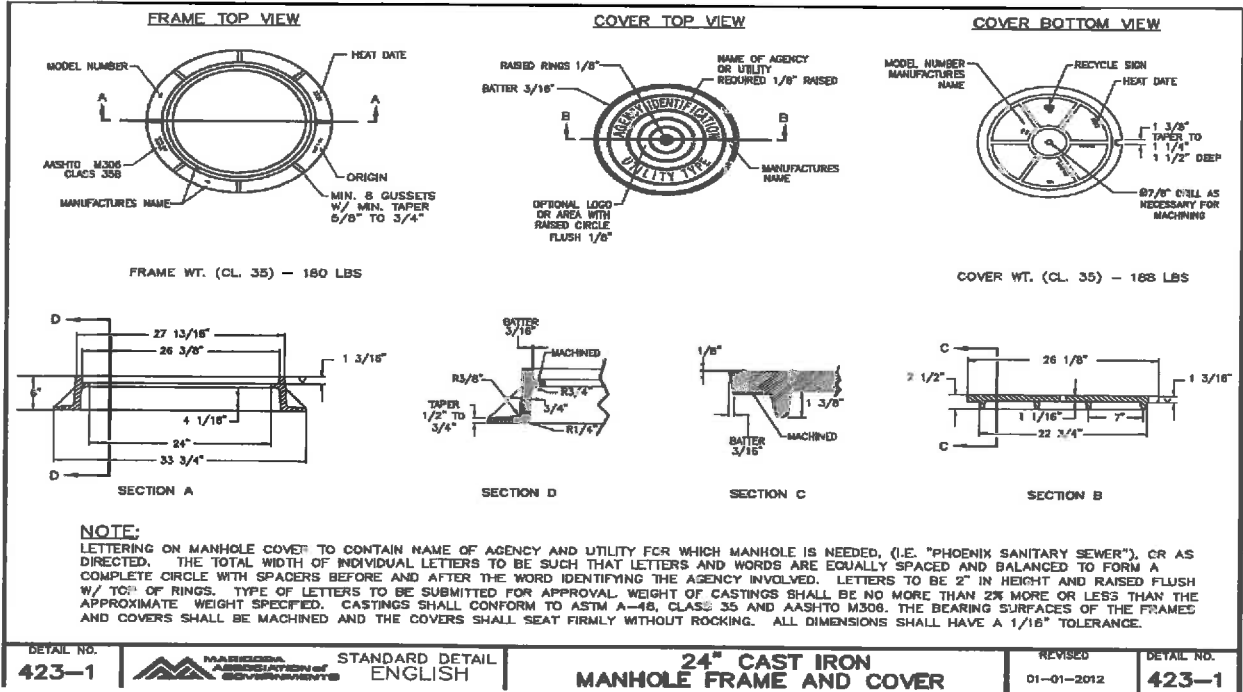




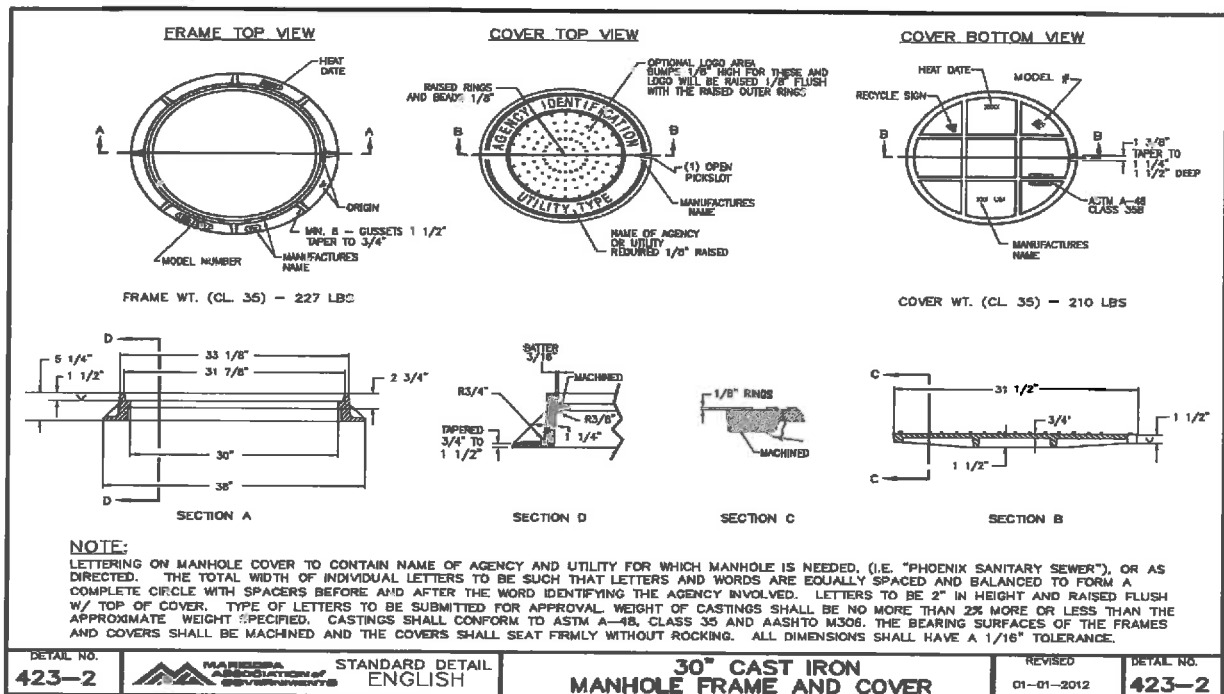
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1.4.2 MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover



1.4.3 MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover

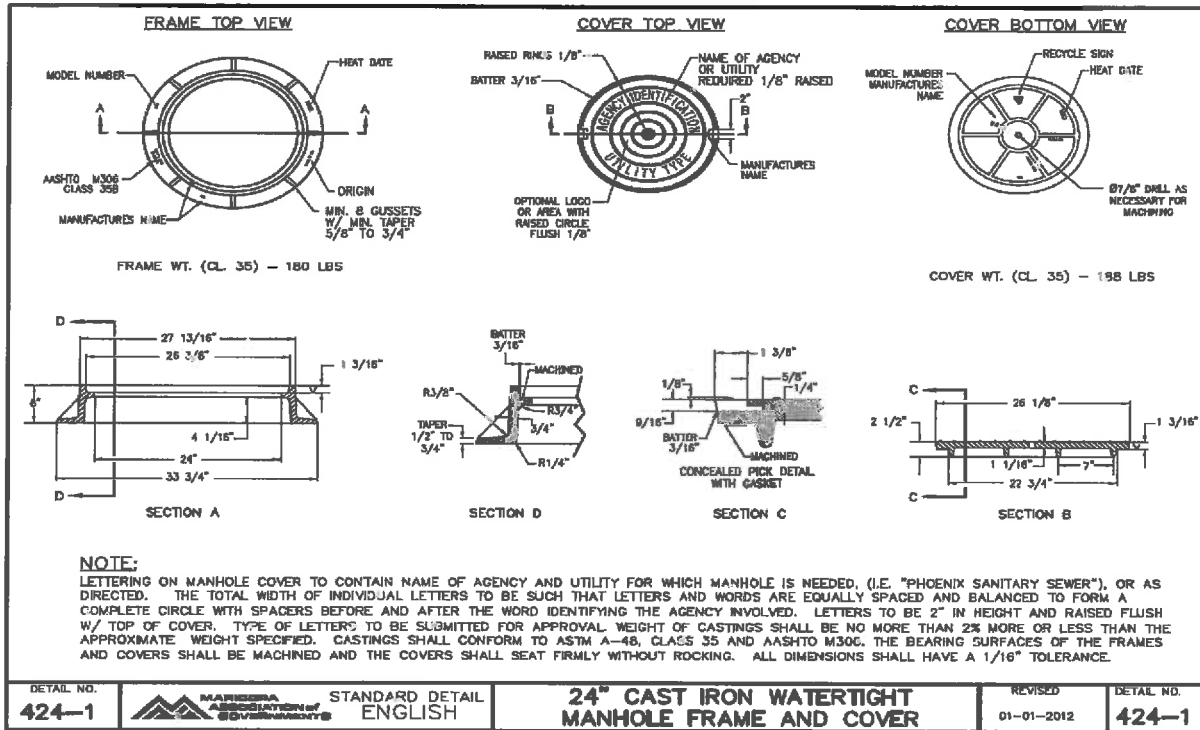




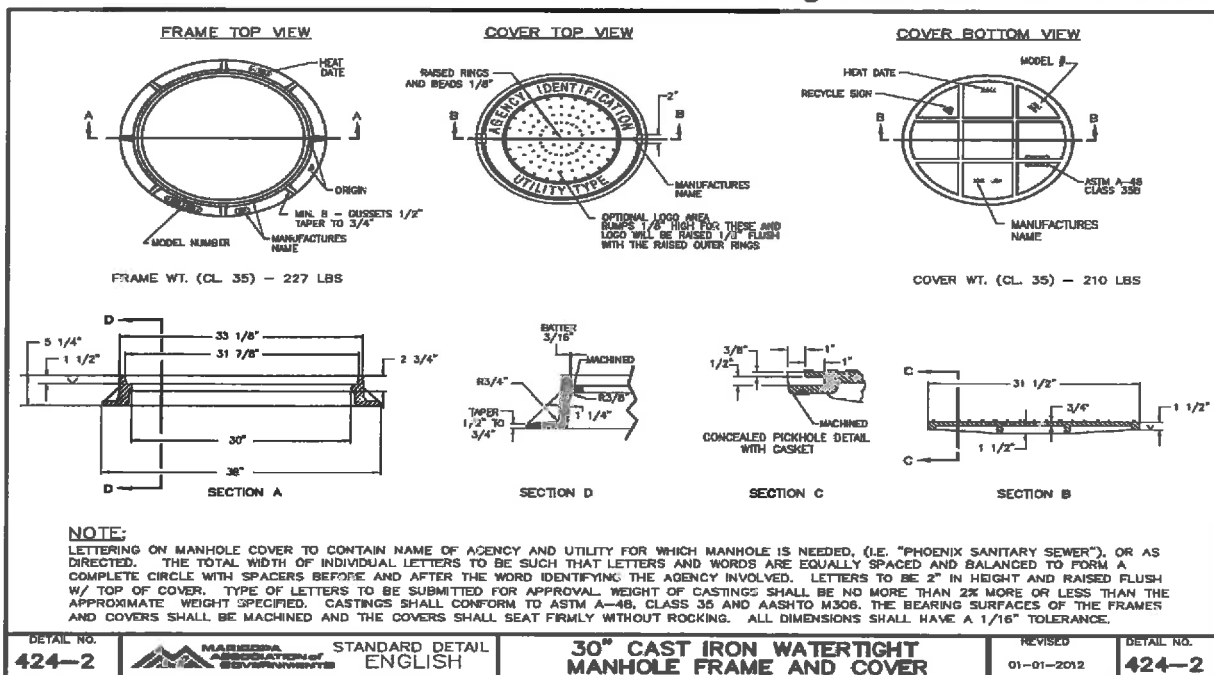
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1.4.4 MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover



1.4.5 MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame and Cover

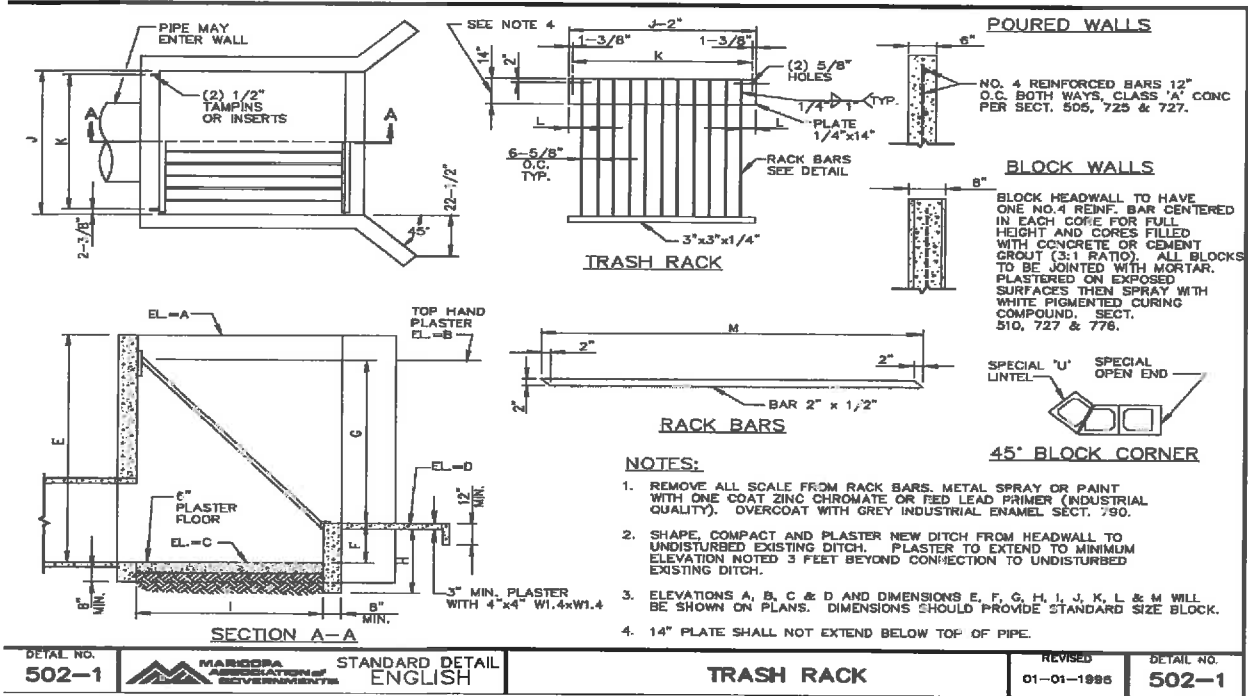




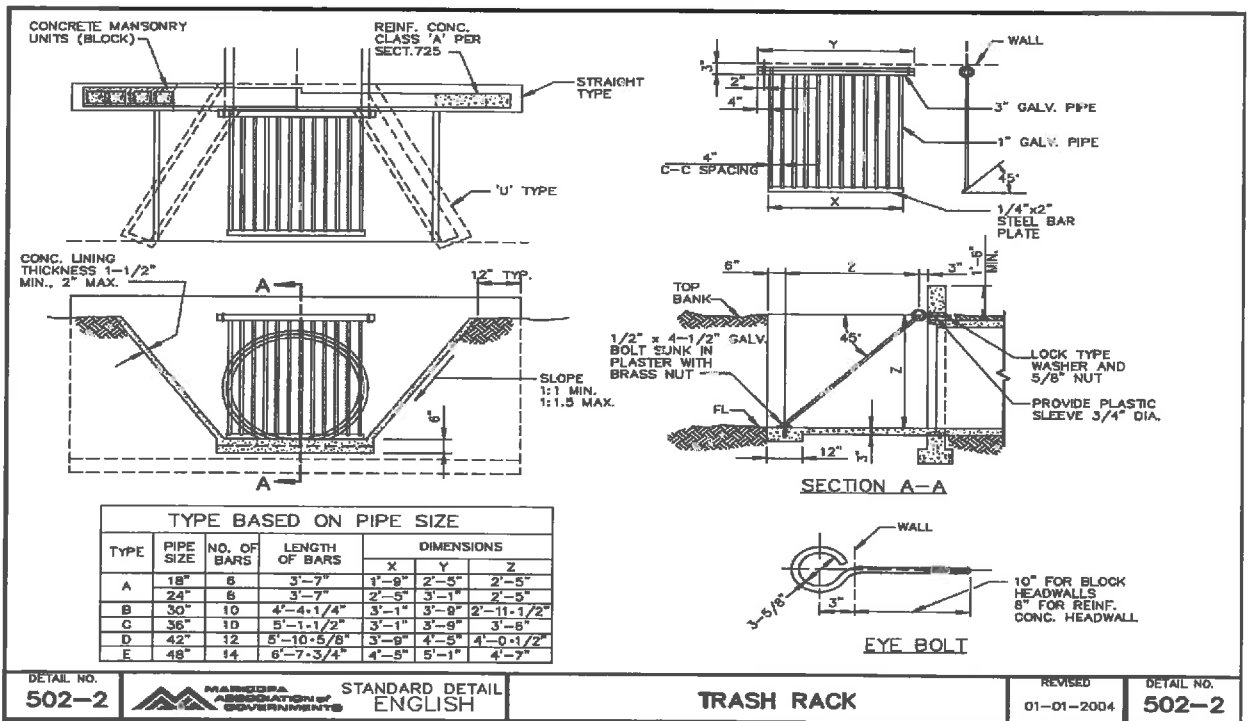
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1.4.6 MAG Detail No. 502-1 Trash Rack



1.4.7 MAG Detail No. 502-2 Trash Rack

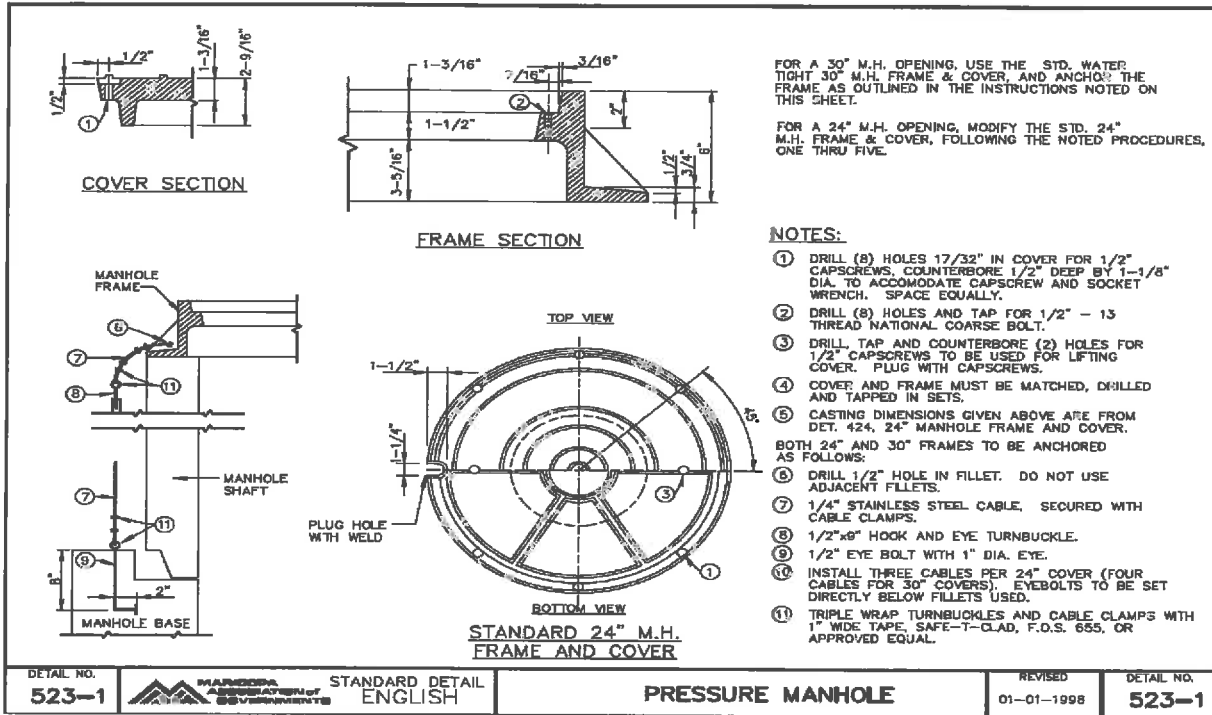




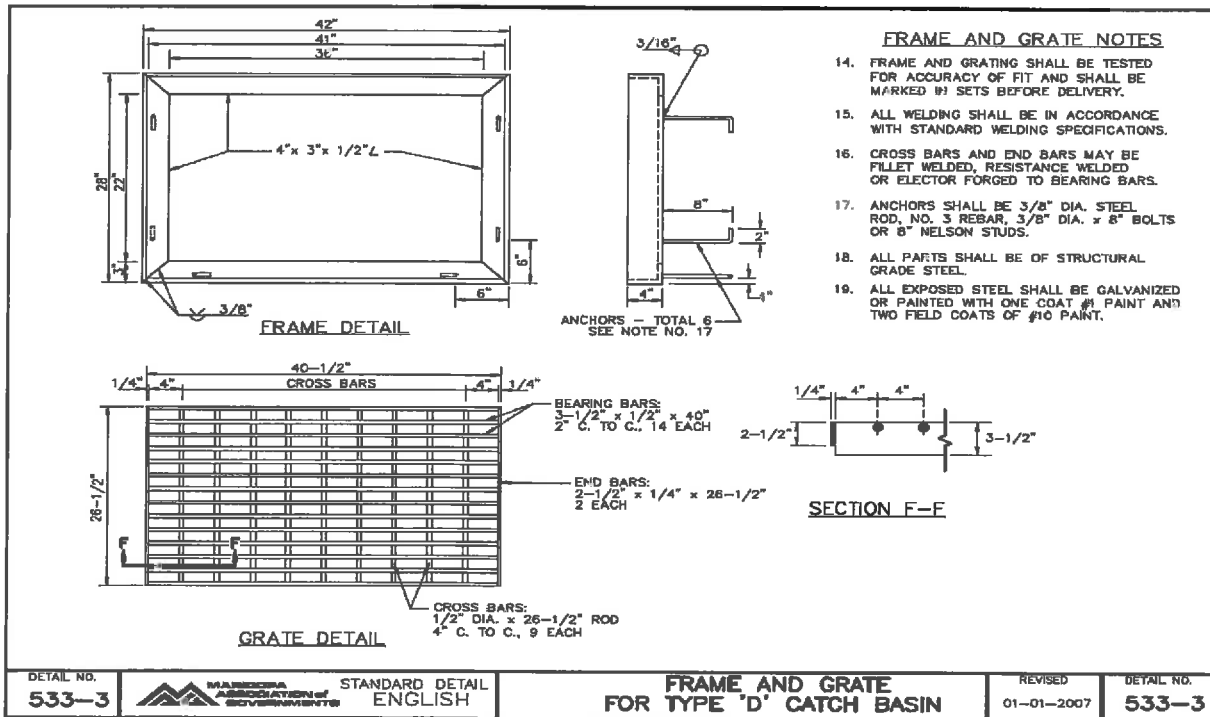
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1.4.8 MAG Detail No. 523-1 Pressure Manhole



1.4.9 MAG Detail No. 533-3 Frame and Grate for Type 'D' Catch Basin

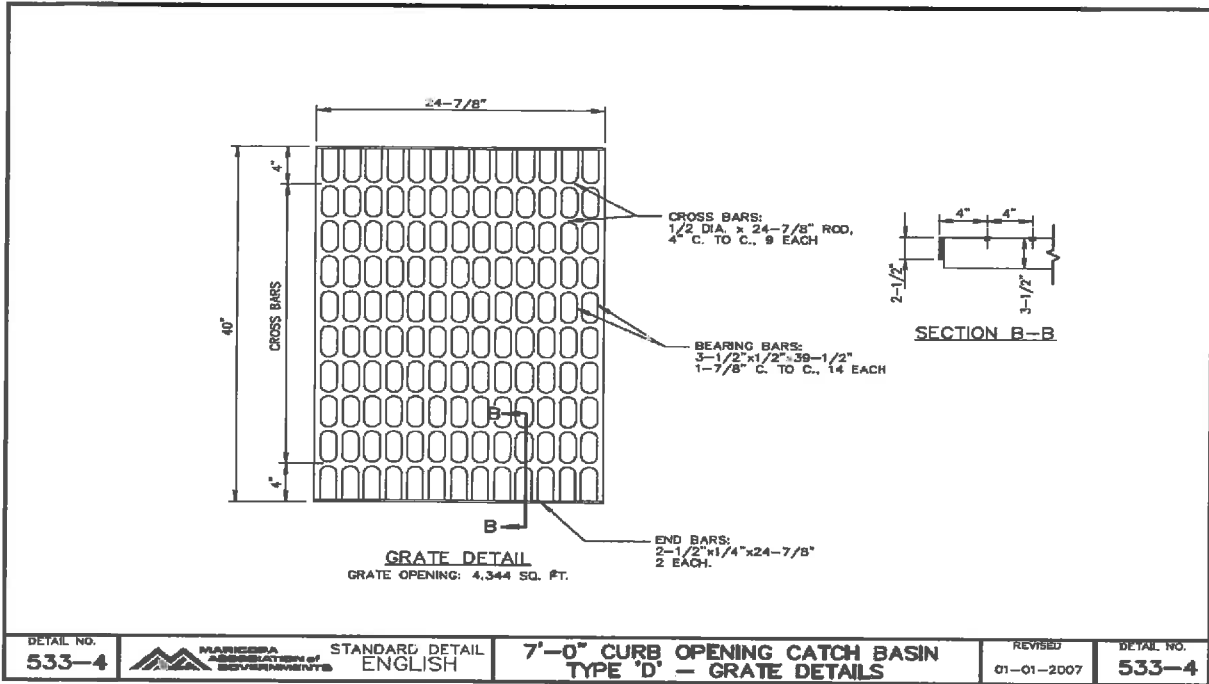




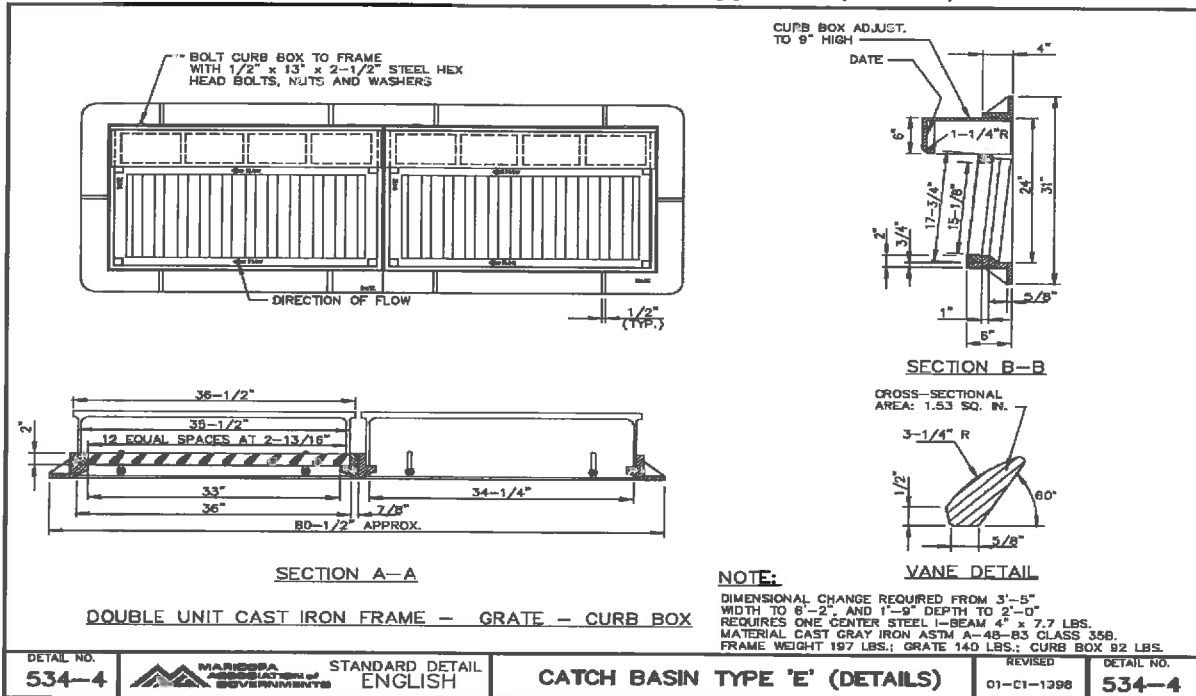
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1.4.10 MAG Detail No. 533-4 7' – 0" Curb Opening Catch Basin Type "D" – Grate Details



1.4.11 MAG Detail No. 534-4 Catch Basin Type "E" (Details)

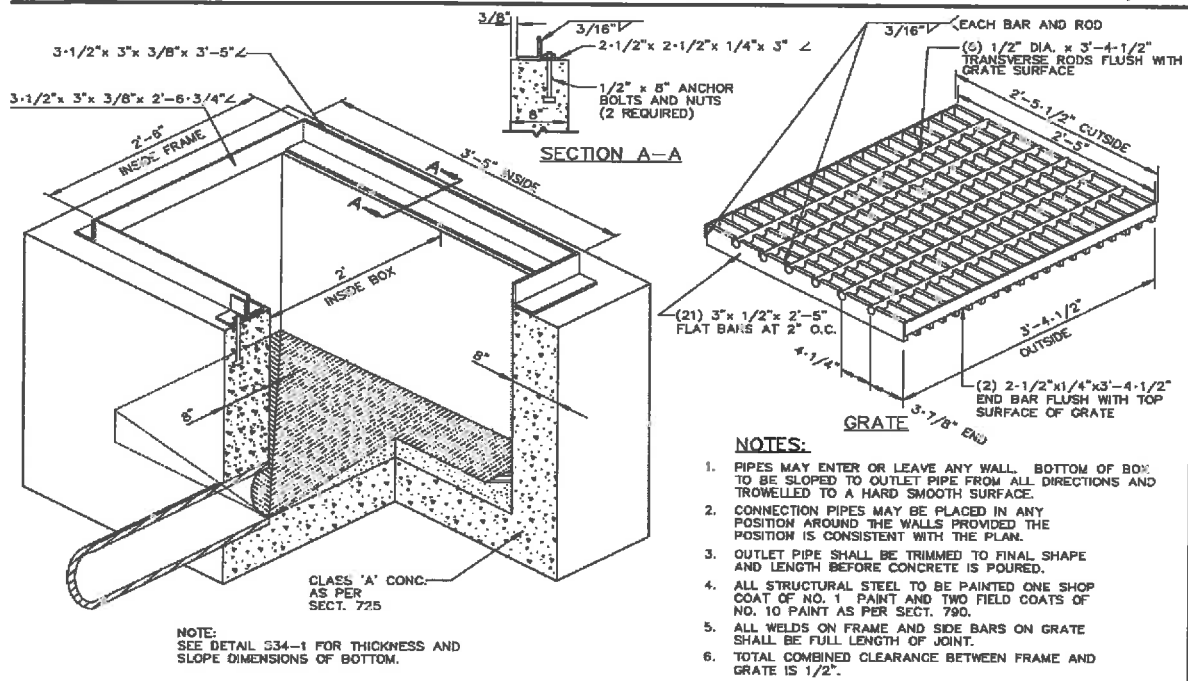




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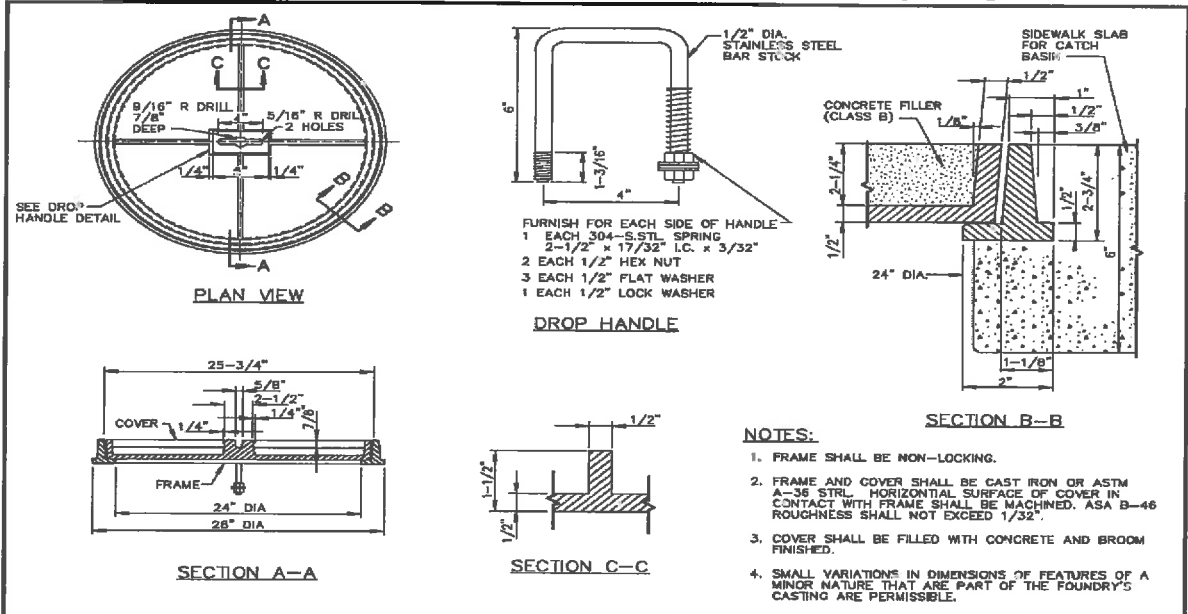
1.4.12 MAG Detail No. 535 Catch Basin Type "F" (For use without curb)



- NOTES:**
1. PIPES MAY ENTER OR LEAVE ANY WALL. BOTTOM OF BOX TO BE SLOPED TO OUTLET PIPE FROM ALL DIRECTIONS AND TROWELLED TO A HARD SMOOTH SURFACE.
 2. CONNECTION PIPES MAY BE PLACED IN ANY POSITION AROUND THE WALLS PROVIDED THE POSITION IS CONSISTENT WITH THE PLAN.
 3. OUTLET PIPE SHALL BE TRIMMED TO FINAL SHAPE AND LENGTH BEFORE CONCRETE IS POURED.
 4. ALL STRUCTURAL STEEL TO BE PAINTED ONE SHOP COAT OF NO. 1 PAINT AND TWO FIELD COATS OF NO. 10 PAINT AS PER SECT. 790.
 5. ALL WELDS ON FRAME AND SIDE BARS ON GRATE SHALL BE FULL LENGTH OF JOINT.
 6. TOTAL COMBINED CLEARANCE BETWEEN FRAME AND GRATE IS 1/2".

DETAIL NO. 535	MARICOPA ASSOCIATION OF GOVERNMENTS STANDARD DETAIL ENGLISH	CATCH BASIN TYPE 'F' (FOR USE WITHOUT CURB)	REVISED 01-01-2009	DETAIL NO. 535
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1.4.13 MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch Basins



- NOTES:**
1. FRAME SHALL BE NON-LOCKING.
 2. FRAME AND COVER SHALL BE CAST IRON OR ASTM A-36 STRL. HORIZONTAL SURFACE OF COVER IN CONTACT WITH FRAME SHALL BE MACHINED. ASA B-46 ROUGHNESS SHALL NOT EXCEED 1/32".
 3. COVER SHALL BE FILLED WITH CONCRETE AND BROOM FINISHED.
 4. SMALL VARIATIONS IN DIMENSIONS OF FEATURES OF A MINOR NATURE THAT ARE PART OF THE FOUNDRY'S CASTING ARE PERMISSIBLE.

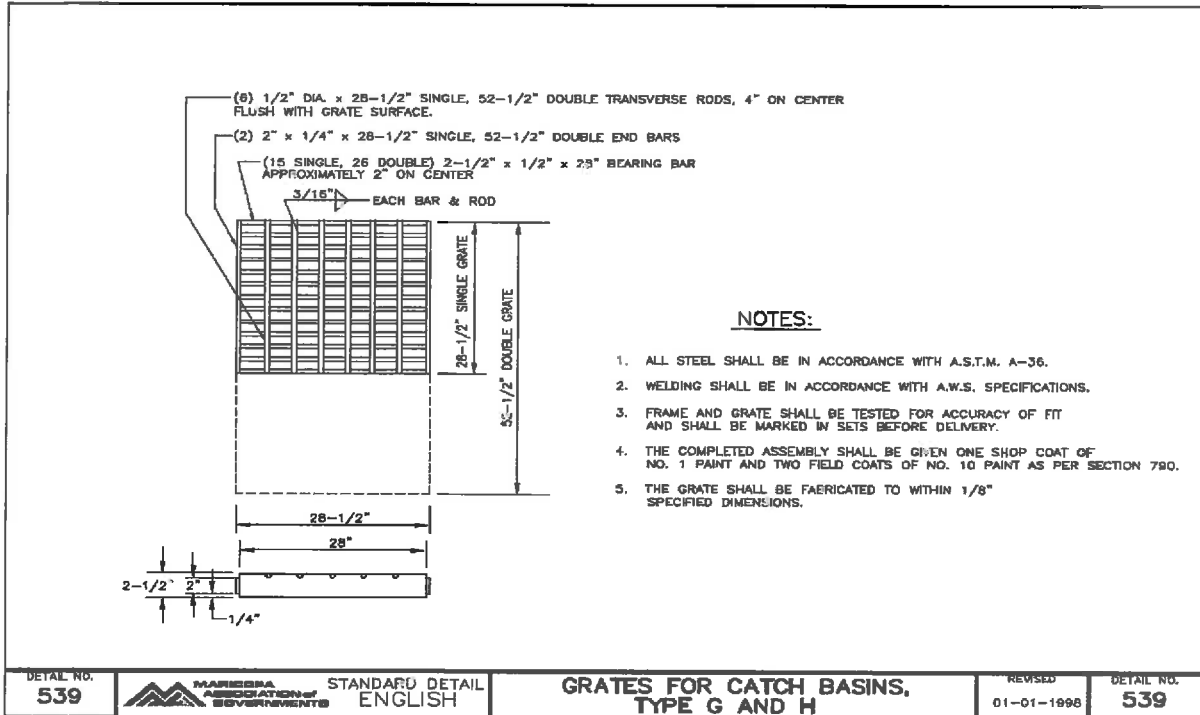
DETAIL NO. 536-2	MARICOPA ASSOCIATION OF GOVERNMENTS STANDARD DETAIL ENGLISH	ALTERNATE COVER FOR CURB OPENING CATCH BASINS	REVISED 01-01-1998	DETAIL NO. 536-2
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1.4.14 MAG Detail No. 539 Grates for Catch Basins, Type G and H



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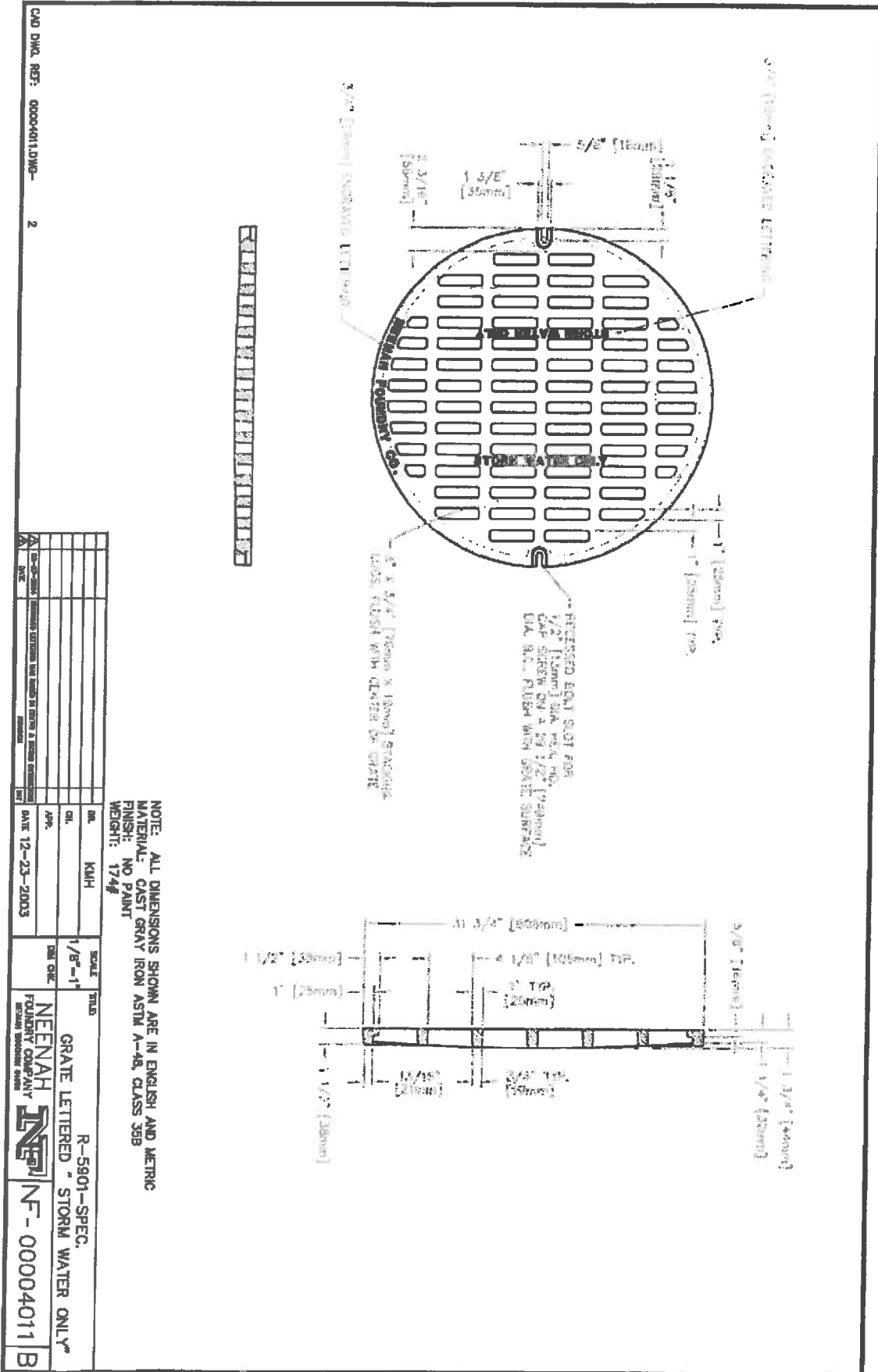
CITY OF GLENDALE
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Glendale, Arizona 85301



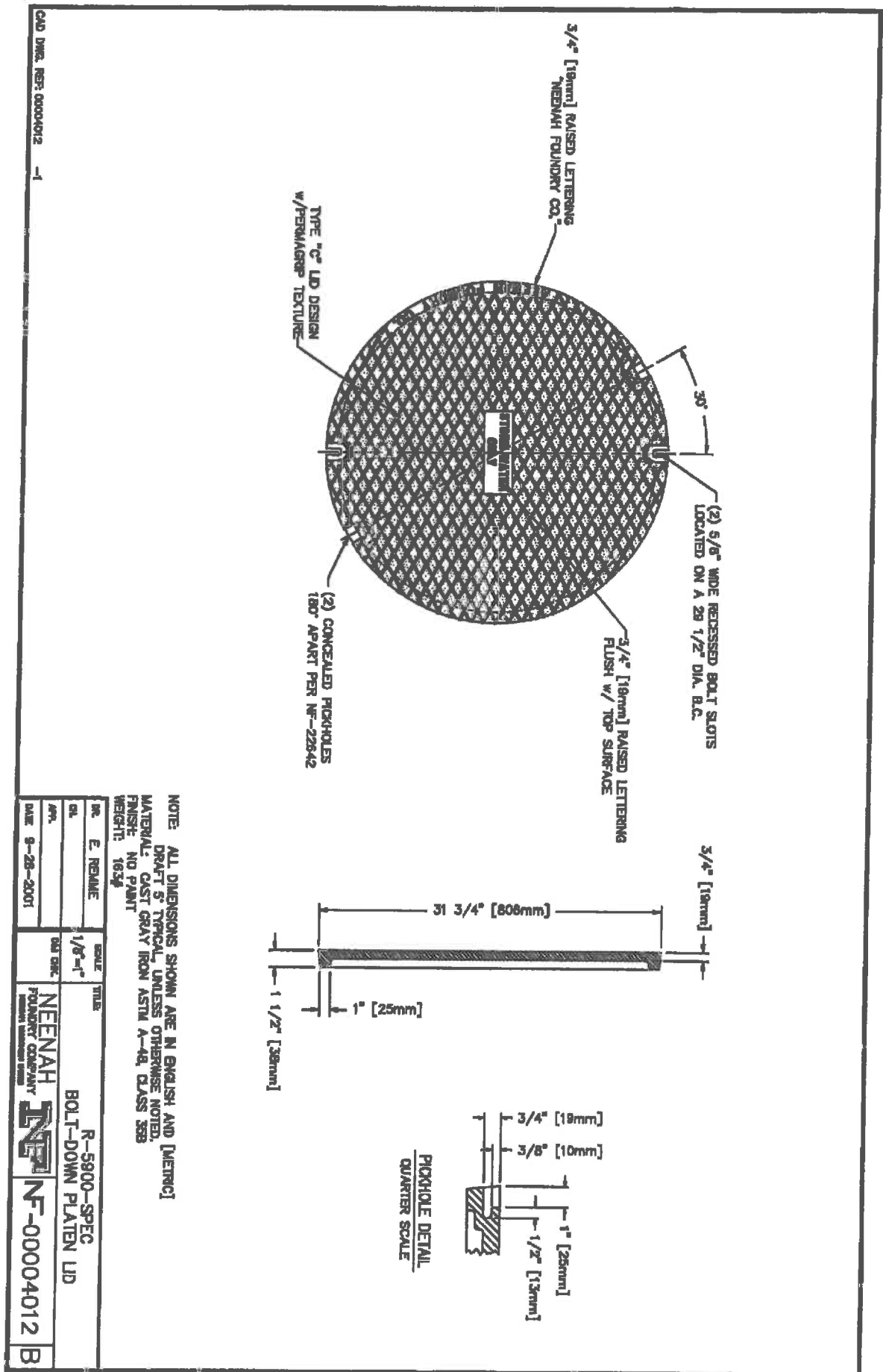
DETAIL NO. 539	STANDARD DETAIL ENGLISH	GRATES FOR CATCH BASINS, TYPE G AND H	REVISED 01-01-1998	DETAIL NO. 539
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1.4.16 NF - 00004011 B R-5901 SPEC - Grate Lettered "STORM WATER ONLY" (Capitalized)

00004011 - 2 B8



1.4.17 NF - 00004012 B R-5900 SPEC - Bolt down Platen Lid



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2.0 SPECIAL INSTRUCTIONS

2.1 PRE-BID CONFERENCE

2.1.1 A Pre-Bid Conference will be held on **AUGUST 06, 2015, 2:00 PM, Local Time, at 5850 Glendale Avenue in Conference Room 3A, Glendale, AZ 865301.** Attendance is not mandatory. Copies of the Invitation for Bids (IFB) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale’s position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 RETURN OF BID One (1) Original signed Bidder Sheet and Bidder Schedule hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.


2.3 PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

- 2.3.1** BIDDER SHEET, Section 4.0
- 2.3.2** BIDDING SCHEDULE, Section 5.0
- 2.3.3** ADDENDUM, Return all addenda (if applicable).


2.2 EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.3 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.4 ALTERNATE BIDS/EXCEPTIONS
Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

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- 2.5 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer’s name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 2.6 **ESTIMATED QUANTITIES** The quantities listed in this solicitation are the City’s best estimate. The City may order some, all, more, or none of the individual quantities. The City’s actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- 2.7 **PROPRIETARY INFORMATION**
 Bidders shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.
- Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.
- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

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2.12 EVALUATION LITERATURE

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.13 WITHDRAWAL OF BID At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.


From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.


2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

2.16 CONFLICT OF INTEREST The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or

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management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

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3.0 SPECIAL TERMS AND CONDITIONS


3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.


If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor’s sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$50.00/property. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

3.4 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>

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- 3.5 **PRICE** All prices quoted shall be firm and fixed for the specified contract period. All pricing shall include all freight, insurance, warranty and any other associated direct or indirect costs, except taxes. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
- No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City’s Purchasing Division.
- 3.6 **DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.
- 3.7 **DELIVERY TIME** All deliveries shall be made within **14** days upon receipt of written notification from the City in the format of a Purchase Order. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.8 **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year “initial” period.
- 3.9 **OPTION TO EXTEND** The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.10 **PRICE ADJUSTMENTS** Price adjustments will only be reviewed during contract renewal.
- 3.11 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.12 **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.13 **INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers’ Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

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Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of “A-” or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.


<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

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

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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 <p>GLENDALÉ</p>	<p>SOLICITATION NUMBER: IFB 16-05</p> <p>FOUNDRY – METAL CASTING SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

3.14 WORKERS’ COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers’ Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers’ Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.


3.15 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor’s emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.16 CONTRACT CANCELLATION The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 3.16.1** The Contractor provides personnel that do not meet the requirements of the contract.
- 3.16.2** The Contractor fails to perform adequately the services required in the contract.
- 3.16.3** The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.

 <p>GLENDALE</p>	<p>SOLICITATION NUMBER: IFB 16-05</p> <p>FOUNDRY – METAL CASTING SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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- 3.16.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.16.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:


- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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:
 - 1. Deduction from an unpaid balance;
 - 2. Any combination of the above or any other remedies as provided by law.

3.17 **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.18 **NON-DISCRIMINATION** By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.19 **CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.


	SOLICITATION NUMBER: IFB 16-05 FOUNDRY – METAL CASTING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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5.0 BIDDING SCHEDULE

5.1 Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30				
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150				
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50				
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2				
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60				
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3				
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover	2				
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame and Cover	2				
5.1.9	MAG Detail No. 502-1 Trash Rack	1				
5.1.10	MAG Detail No. 502-2 Trash Rack	1				
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2				
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D' Catch Basin	1				
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1				
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2				
5.1.15	MAG Detail No. 535 Catch Basin Type "F" (For use without curb)	2				
5.1.16	MAG Detail No. 536-2 Alternate Cover for	2				

SEE ADDENDUM # 2
REVISED BIDDING SCHEDULE

 GLENDALÉ	SOLICITATION NUMBER: IFB 16-05 FOUNDRY – METAL CASTING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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Curb Opening Catch Basins						
Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H	2				
5.1.18	NF – 00002423 B R-5900 SPEC – REVERSIBLE FRAME	2				
5.1.19	NF – 00004011 B R-5901-SPEC – GRATE LETTERED “STORM WATER ONLY”	2				
5.1.20	NF – 00004012 B R-5900-SPEC – BOLT-DOWN PLATEN LID	2				
GRAND TOTAL (Items 5.1.1 through 5.1.20)					\$ _____	

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____ %

5.3 DELIVERY Bidder states that all orders shall be delivered within 14 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

Comply: YES NO If your answer is NO, please state terms offered: 1-4 weeks ARO depending on casting or steel availability

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO If your answer is NO, please state terms offered: Net 30 days.

5.6 WARRANTY: Provide a description of bidder’s standard warranty as it relates to any design defects, workmanship, or materials.

Company Name: Nesrah Foundry Company

Neenah Foundry Company

WARRANTY: Seller warrants the products to be free from defects in materials and workmanship for a period of one year from the date of invoice. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. This warranty is valid only if the products have been subjected to normal use of the purpose for which the goods were designed; have not been subject to misuse, negligence or accident; and have not been modified, altered or repaired by persons other than the Seller or Seller's designees in any respect which in the judgment of Seller affects the condition or operation of the Products. Seller neither assumes nor authorizes any employee, distributor, representative, agent or other person to assume for Seller any other liability in connection with the sale or use of the products sold and there are no oral agreements or warranties collateral to or affecting these Terms or any order hereunder.



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #1 Page 1 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-28XX

IFB 16-05

FOUNDRY – METAL CASTING SERVICES

As a result of the pre-offer conference conducted on August 6, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-05:

1. **DELETE** - Section 1.4.6 MAG Detail No. 502-1 Trash Rack on Page 7, in its entirety.
2. **DELETE**
Section 5.0, BIDDING SCHEDULE in its entirety and **REPLACE** with the attached revised **Section 5.0 "REVISED BIDDING SCHEDULE"**, the changes below are reflected accordingly:

Delete – Line item 5.1.9 - MAG Detail No. 502-1 Trash Rack
Add - Line item 5.1.17a - MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 – 1/2" Double Gate)
3. **BIDDERS SHALL SUBMIT THE ATTACHED "REVISED BIDDING SCHEDULE" WITH THEIR BID RESPONSE.**

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Neenah Foundry Company

Address: 2121 Brooks Ave. Neenah, WI 54956

Authorized Signature: Thomas Colkins

Print Name and Title: Thomas Colkins Pricing Analyst



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #1 Page 2 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
 Materials Management
 5850 W. Glendale Avenue
 Suite 317
 Glendale, AZ 85301
 Phone: (623) 930-28XX

5.0 REVISED BIDDING SCHEDULE

5.1 Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30				
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150				
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50				
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2				
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60				
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3				
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover	2				
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame and Cover	2				
5.1.9 (Deleted)	MAG Detail No. 502-1 Trash Rack	1				
5.1.10	MAG Detail No. 502-2 Trash Rack	1				
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2				
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D' Catch Basin	1				
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1				
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2				
5.1.15	MAG Detail No. 535 Catch Basin Type	2				

*SEE ADDENDUM #2
 REVISED BIDDING SCHEDULE*



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #1 Page 3 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
 Materials Management
 5850 W. Glendale Avenue
 Suite 317
 Glendale, AZ 85301
 Phone: (623) 930-28XX

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
"F" (For use without curb)						
5.1.16	MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch Basins	2				
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H (28 - 1/2" Single Gate)	2				
5.1.17a (added)	MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 - 1/2" Double Gate)	2				
5.1.18	NF - 00002423 B R-5900 SPEC - REVERSIBLE FRAME	2				
5.1.19	NF - 00004011 B R-5901-SPEC - GRATE LETTERED "STORM WATER ONLY"	2				
5.1.20	NF - 00004012 B R-5900-SPEC - BOLT-DOWN PLATEN LID	2				
GRAND TOTAL (Items 5.1.1 through 5.1.20)					\$ _____	

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____ %


5.3 DELIVERY Bidder states that all orders shall be delivered within 14 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

Comply: YES NO If your answer is NO, please state terms offered:
1-4 weeks ARO depending on casting or steel availability

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

 GLENDALE	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: IFB 16-05	Addendum #1	
Solicitation Due Date: August 13, 2:00 p.m. (Local Time)			

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO If your answer is NO, please state terms offered:

Net 30 days

5.6 WARRANTY: Provide a description of bidder's standard warranty as it relates to any design defects, workmanship, or materials.

Company Name: Neenah Foundry Company



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-28XX

Solicitation Number: IFB 16-05 Addendum #2 Page 1 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

IFB 16-05

FOUNDRY – METAL CASTING SERVICES

As a result of the pre-offer conference conducted on August 6, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-05:

1. ADD

Section 5.0, REVISED BIDDING SCHEDULE the changes below are reflected accordingly:

Add – Including pipe sizes to Bidding Schedule as follows for item 5.1.10. MAG Detail No. 502-2 Trash Rack.

MAG Detail No. 502-2 Trash Rack

TYPE A 18"

(Add 5.1.10.A) TYPE A 24"

(Add 5.1.10.B) TYPE B 30"

(Add 5.1.10.C) TYPE C 36"

(Add 5.1.10.D) TYPE D 42"

(Add 5.1.10.E) TYPE E 48"

2. BIDDERS SHALL SUBMIT THE ATTACHED "REVISED BIDDING SCHEDULE" WITH THEIR BID RESPONSE.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Neenah Foundry Company

Address: 2121 Brooks Ave. Neenah, WI 54956

Authorized Signature: Thomas Calkins

Print Name and Title: Thomas Calkins Pricing Analyst



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #2 Page 2 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
 Materials Management
 5850 W. Glendale Avenue
 Suite 317
 Glendale, AZ 85301
 Phone: (623) 930-28XX

5.0 REVISED BIDDING SCHEDULE

5.1 Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter 'X' for 'No Bid')	Extended Cost
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30			X	-
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150			X	-
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50	One (1) year. See attached	DF-1295	\$222 ⁰⁰	\$11,100 ⁰⁰
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2		DF-1295	\$222 ⁰⁰	\$444 ⁰⁰
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60		DF-1296	\$253 ⁰⁰	\$15,180 ⁰⁰
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3		DF-1296	\$253 ⁰⁰	\$759 ⁰⁰
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame and Cover	2		DF-1295	\$236 ⁰⁰	\$472 ⁰⁰
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame and Cover	2		DF-1296	\$252 ⁰⁰	\$504 ⁰⁰
5.1.9 (Deleted)	MAG Detail No. 502-1 Trash Rack	1			X	-
5.1.10 (Add)	MAG Detail No. 502-2 Trash Rack TYPE A 18"	1	One (1) year. See attached		\$435 ⁰⁰	\$435 ⁰⁰
5.1.10.a (Add)	TYPE A 24"	1			\$475 ⁰⁰	\$475 ⁰⁰
5.1.10.b (Add)	TYPE B 30"	1			\$595 ⁰⁰	\$595 ⁰⁰
5.1.10.c (Add)	TYPE C 36"	1			\$755 ⁰⁰	\$755 ⁰⁰
5.1.10.d (Add)	TYPE D 42"	1			\$915 ⁰⁰	\$915 ⁰⁰
5.1.10.e (Add)	TYPE E 48"	1			\$1,075 ⁰⁰	\$1,075 ⁰⁰
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2			\$236 ⁰⁰	\$472 ⁰⁰



SOLICITATION ADDENDUM

Solicitation Number: IFB 16-05 Addendum #2 Page 3 of 4

Solicitation Due Date: August 13, 2:00 p.m. (Local Time)

CITY OF GLENDALE
 Materials Management
 5850 W. Glendale Avenue
 Suite 317
 Glendale, AZ 85301
 Phone: (623) 930-28XX

Item No.	Description	Estimated Annual Quantity	Warranty Period	Catalog Number	Unit Cost (Enter "X" for "No Bid")	Extended Cost
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D' Catch Basin	1	One (1) year. See attached		\$800 ⁰⁰	\$800 ⁰⁰
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1			\$510 ⁰⁰	\$510 ⁰⁰
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2		DF-2077	\$650 ⁰⁰	\$1,300 ⁰⁰
5.1.15	MAG Detail No. 535 Catch Basin Type "F" (For use without curb)	2			\$735 ⁰⁰	\$1,470 ⁰⁰
5.1.16	MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch Basins	2		DF-1722	\$132 ⁰⁰	\$264 ⁰⁰
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H (28 - 1/2" Single Gate)	2	One (1) year. See attached		\$545 ⁰⁰	\$1,090 ⁰⁰
5.1.17a (Add)	MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 - 1/2" Double Gate)	2			\$995 ⁰⁰	\$1,990 ⁰⁰
5.1.18	NF - 00002423 B R-5900 SPEC - REVERSIBLE FRAME	2		R-5900	\$116 ⁰⁰	\$232 ⁰⁰
5.1.19	NF - 00004011 B R-5901-SPEC - GRATE LETTERED "STORM WATER ONLY"	2		R-5901	\$148 ⁰⁰	\$296 ⁰⁰
5.1.20	NF - 00004012 B R-5900-SPEC - BOLT-DOWN PLATEN LID	2		R-5900	\$103 ⁰⁰	\$206 ⁰⁰
GRAND TOTAL (Items 5.1.1 through 5.1.20)					\$ 41,339⁰⁰	


5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____ %

5.3 DELIVERY Bidder states that all orders shall be delivered within 14 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

Comply: YES NO If your answer is NO, please state terms offered:

1-4 weeks ARO depending on casting or steel availability

	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: IFB 16-05	Addendum #2	
Solicitation Due Date: August 13, 2:00 p.m. (Local Time)			

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO If your answer is NO, please state terms offered:

Net 30 days

5.6 WARRANTY: Provide a description of bidder's standard warranty as it relates to any design defects, workmanship, or materials.

Company Name: Neenah Foundry Company



SOLICITATION NUMBER: IFB 16-05
FOUNDRY – METAL CASTING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

BIDDER SHEET

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-05
TITLE: Foundry – Metal Casting Services

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Neenah Foundry Company Contractor Signature: Thomas Calkins

Company Address: 2121 Brooks Avenue Printed Name and Title: Thomas Calkins

Pricing Analyst Email Address: neenah.pricing@neenahenterprises.com

Company Federal I.D.: 39-1580331 Telephone No.: 920-725-7000

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: _____

**IFB 16-05, Foundry - Metal Casting Services
Bidder's Tab**

ITEM #	DESCRIPTION	Qty	GRATE SOLUTIONS		Neenah Foundry		Dana Kepner	
			EACH	EXTENDED	EACH	EXTENDED	EACH	EXTENDED
5.1.1	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE SANITARY SEWER	30	NO BID	NO BID	NO BID	NO BID	117.93	3,537.90
5.1.2	MAG Detail No. 270 - Frame and Cover (and grade adjustments) - labeled CITY OF GLENDALE STORM WATER	150	NO BID	NO BID	NO BID	NO BID	117.93	17,689.50
5.1.3	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	50	NO BID	NO BID	222	11,100.00	355.11	17,755.50
5.1.4	MAG Detail No. 423-1 24" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	2	NO BID	NO BID	222	444.00	355.11	710.22
5.1.5	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE SANITARY SEWER	60	NO BID	NO BID	253	15,180.00	415.37	24,922.20
5.1.6	MAG Detail No. 423-2 30" Cast Iron Manhole Frame and Cover labeled CITY OF GLENDALE STORM WATER	3	NO BID	NO BID	253	759.00	415.37	1,246.11
5.1.7	MAG Detail No. 424-1 24" Cast Iron Watertight Manhole Frame	2	NO BID	NO BID	236	472.00	374.34	748.68
5.1.8	MAG Detail No. 424-2 30" Cast Iron Watertight Manhole Frame	2	NO BID	NO BID	252	504.00	434.6	869.20
5.1.9	MAG Detail No. 502-1 Trash							
5.1.10	MAG Detail No. 502-2 Trash Rack TYPE A 18"	1	306	306.00	435	435.00	NO BID	NO BID
5.1.10.a	MAG Detail No. 502-2 Trash Rack TYPE A 24"	1	368	368.00	475	475.00	NO BID	NO BID
5.1.10.b	MAG Detail No. 502-2 Trash Rack TYPE B 30"	1	560	560.00	595	595.00	NO BID	NO BID
5.1.10.c	MAG Detail No. 502-2 Trash Rack TYPE C 36"	1	656	656.00	755	755.00	NO BID	NO BID

**IFB 16-05, Foundry - Metal Casting Services
Bidder's Tab**

ITEM #	DESCRIPTION	Qty	GRATE SOLUTIONS		Neenah Foundry		Dana Kepner	
			EACH	EXTENDED	EACH	EXTENDED	EACH	EXTENDED
5.1.10.d	MAG Detail No. 502-2 Trash Rack TYPE D 42"	1	905	905.00	915	915.00	NO BID	NO BID
5.1.10.e	MAG Detail No. 502-2 Trash Rack TYPE E 48"	1	1137	1,137.00	1075	1,075.00	NO BID	NO BID
5.1.11	MAG Detail No. 523-1 Pressure Manhole	2	NO BID	NO BID	236	472.00	NO BID	NO BID
5.1.12	MAG Detail No. 533-3 Frame and Grate for Type 'D Catch Basin	1	425	425.00	800	800.00	NO BID	NO BID
5.1.13	MAG Detail No. 533-4 7' - 0" Curb Opening Catch Basin Type "D" - Grate Details	1	315	315.00	510	510.00	NO BID	NO BID
5.1.14	MAG Detail No. 534-4 Catch Basin Type "E" (Details)	2	NO BID	NO BID	650	1,300.00	NO BID	NO BID
5.1.15	MAG Detail No. 535 Catch Basin Type "F" (For use without curb)	2	395	790.00	735	1,470.00	NO BID	NO BID
5.1.16	MAG Detail No. 536-2 Alternate Cover for Curb Opening Catch	2	295	590.00	132	264.00	NO BID	NO BID
5.1.17	MAG Detail No. 539 Grates for Catch Basins, Type G and H (28 - 1/2" Single Gate)	2	220	440.00	545	1,090.00	910.88	1,821.76
5.1.17a	MAG Detail No. 539 Grates for Catch Basins, Type G and H (52 - 1/2" Double Gate)	2	420	840.00	995	1,990.00	1821.8	3,643.56
5.1.18	NF - 00002423 B R-5900 SPEC - REVERSIBLE FRAME	2	NO BID	NO BID	116	232.00	NO BID	NO BID
5.1.19	NF - 00004011 B R-5901-SPEC - GRATE LETTERED "STORM WATER ONLY"	2	NO BID	NO BID	148	296.00	NO BID	NO BID
5.1.20	NF - 00004012 B R-5900-SPEC - BOLT-DOWN PLATEN LID	2	NO BID	NO BID	103	206.00	NO BID	NO BID

Estimated Annual Spend

5,605.00

32,304.00

21,227.40

Delivery - 14 calendar days

14 Calendar days

Approx. 1-4 Weeks - ARO

Approx. 3-5 weeks - ARO



Legislation Description

File #: 15-694, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MGC CONTRACTORS, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR CONSTRUCTION OF THE THUNDERBIRD RESERVOIR IMPROVEMENTS

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with MGC Contractors, Inc., for construction services and approve expenditure of funds for all phases in an amount not to exceed \$1,454,412 for improvements to the Thunderbird Reservoir. This cooperative purchase is available through an agreement between the City of Peoria and MGC Contractors, Inc., contract ACON18413, and is effective through April 11, 2016.

Background

The Thunderbird Park Reservoir is a 12 million gallon drinking water reservoir constructed in 1983. The operation of this reservoir includes components such as drains, pumps, electrical and chemical addition systems, source water lines and security systems.

In 2013, a condition assessment including an underwater inspection indicated the reservoir's liner was in need of replacement. This project includes construction services for the replacement of the reservoir liner and related work, as well as water quality, and electrical system upgrades.

Analysis

Drinking water storage and the ability to provide sufficient water supply for distribution is a key component in ensuring uninterrupted service and reliability. Replacement of the reservoir's liner, and water quality and electrical system upgrades aids in the continued efficient operation of this infrastructure.

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On April 12, 2013, the City of Peoria, Arizona entered into a Job Order Contract (JOC) for Water and Wastewater Treatment Facilities projects (ACON18413). ACON18413 permits its cooperative use by other governmental agencies. The City of Glendale's Materials Management and the City's Attorney's office have

reviewed and approved the utilization of the agreement from the City of Peoria for the defined services, and concur the cooperative purchase is in the best interest of the City.

This action will authorize the Acting City Manager to enter into a linking agreement with MGC Contractors, Inc. for the construction services and approve expenditure of funds for all phases for improvements to the Thunderbird Reservoir and associated equipment.

Previous Related Council Action

On November 24, 2014, Council approved a Professional Services Agreement with CH2M Hill, to provide design and construction administration services for the Thunderbird Reservoir improvements project.

Community Benefit/Public Involvement

This project will benefit the community by maintaining adequate storage capacity and uninterrupted water supply to our residential and commercial customers.

Budget and Financial Impacts

Funding is available in the Water Services Capital Improvement Plan (CIP) FY2015-2016 budget.

Cost	Fund-Department-Account
\$1,454,412	2400-61045-550800, Thunderbird Reservoir Misc. Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MGC CONTRACTORS, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and MGC Contractors, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 12, 2013, under the S.A.V.E Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Job Order Contract for Water & Wastewater Treatment Facilities Project, Contract No. ACON18413A ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was April 12, 2013, until the date the contract expires on April 11, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond April 11, 2018. The initial period of this Agreement, therefore, is the period from the

Effective Date of this Agreement until April 11, 2016. The City Manager or designee, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on April 11, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million four hundred fifty-four thousand four hundred and twelve dollars (\$1,454,412).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A new certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Jim McMains
5850 West Glendale Avenue
Glendale, Arizona 85301
623-930-3630

and

MGC Contractors, Inc.
c/o Randy Gates
4110 East Elwood Street
Phoenix, Arizona 85040
602-437-5000

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Richard A. Bowers
Acting City Manager

"Contractor"

MGC Contractors, Inc.,
an Arizona corporation

By:  _____

Name: Randy L. Gates
Title: President

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MGC CONTRACTORS, INC.**

EXHIBIT A

Job Order Contract for Water & Wastewater Treatment Facilities Project - ACON18413A
Acceptance of Offer and Contract Award April 11, 2013
Contract Amendment to extend term to April 11, 2015
Contract Amendment to extend term to April 11, 2016

JOB ORDER CONTRACT AGREEMENT



P13-0042

Water & Wastewater Treatment Facilities Projects

CONTRACT FOR CONSTRUCTION

**JOB ORDER CONTRACT AGREEMENT
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ATTACHMENTS

Attachment A	JOC General Scope of Services
Attachment B	SIQ & Contractor's Response
Attachment C	JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet, & Contractor's Labor Rates)
Attachment D	Contractor's Contacts (Contact List & Authorized Signature Form)

JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the 12 day of April, 2013, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and MGC Contractors, Inc., (the "Job Order Contractor"). The parties agree as follows:

1. DEFINITIONS.

- 1.1. **Owner.** Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.
- 1.2. **Job Order Contractor.** Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.
- 1.3. **Contract.** Contract means this agreement including its attachments and any Job Orders that may be issued.
- 1.4. **Subcontract.** Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.
- 1.5. **Job Order.** Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.
- 1.6. **Work.** Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner. Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.
- 1.7. **Punch List Preparation.** A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.
- 1.8. **Final Completion.** Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order

Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

1.9. Reference Standards

1.9.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

1.9.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

1.9.3. A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2. CONTRACT TERM

2.1. Contract Term. The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. Job Order. In response to Job Orders that may be mutually agreed upon and issued periodically by Owner. Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"*(General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

2.3. Mutual Agreement. This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.4. Cooperative Purchasing: While this contract is for the City of Peoria, other public agencies and political subdivisions have expressed 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, and government agencies of the State). Eligible public agencies who elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract 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. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Potential participating public agencies (i.e.

municipalities, school districts, nonprofit educational institutions, public health institutions, 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.

3. PERFORMANCE OF THE WORK

3.1. Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in *Attachment "A"*(General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), and shall set forth, with the necessary particularity, the following:

- 3.1.1. Contract number along with Job Order Contractor's name;
- 3.1.2. Job Order number and date;
- 3.1.3. The agreed Work and applicable technical specifications and drawings;
- 3.1.4. The agreed period of performance and, if required by Owner, a work schedule;
- 3.1.5. The place of performance;
- 3.1.6. The agreed total price for the Work to be performed;
- 3.1.7. Submittal requirements;
- 3.1.8. Owner's authorized representative who will accept the completed Work;
- 3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and
- 3.1.10. Such other information as may be necessary to perform the Work.

3.2. Job Order Contractor Duties and Obligations.

3.2.1. Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

3.2.2. Self-Performance By The Job-Order-Contractor. The JOC shall be allowed to bid as a subcontractor for work over \$50,000 and, if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the owner.

3.2.3. Outdoor Construction Restrictions. Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

3.2.3.1. No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the project barricade plan.

3.2.3.2. During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

3.2.3.3. Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

3.2.4. Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor.

3.2.4.1. Job Order Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the City's project manager.

3.2.5. Construction Layout. Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

3.2.6. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

3.2.7. Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

3.2.7.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.

3.2.7.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.

3.2.7.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3.2.7.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

3.2.7.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for **TRAFFIC CONTROL**.

3.2.7.6. The Police Department shall determine if construction activities or traffic hazards at the construction project *require* the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, *if the Police Department determines that* flagmen are *sufficient*, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062 or offduty@peoriaaz.gov.

3.2.7.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062.

3.2.7.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.

3.2.7.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

3.2.7.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

3.2.7.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

3.2.7.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

3.2.7.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

3.2.7.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

3.2.7.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

3.2.8. Operations & Storage. Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

3.2.9. Cleaning Up & Refuse Disposal. Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

3.2.9.1. Final cleanup of the premises shall be included in the period of performance of the Job Order.

3.2.9.2. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

3.2.9.3. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

3.2.9.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City

Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

3.2.10. Existing Improvements and Utilities. Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

3.2.11. Safety. Job Order 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. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

3.2.11.1. Job Order Contractor Safety Compliance. Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

3.2.11.2. Job Order Contractor Provided Warnings. Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

3.2.11.3. Emergency Procedures. Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

3.2.11.4. Accident Notification. Job Order Contractor shall promptly notify Owner of any recordable accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

3.2.11.5. Jobsite Safety Documents. Job Order Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to Owner when requested.

3.2.11.6. Job Order Contractor's Safety Program. Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of the initial Job Order and prior to the commencement of the Work.

3.2.11.7. Job Order Contractor Safety Representative. Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

3.2.11.8. Emergency Medical Treatment. Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

3.2.11.9. Owner's Right to Monitor. Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work.

Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with § 14.

3.2.11.10. First Aid Kit. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a completely stocked first aid kit which contains all standard emergency medical supplies.

3.2.11.11. Fire Extinguisher. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a fully charged fire extinguisher appropriate for the potential fire hazard.

3.2.12. Dissemination of Contract Information. Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

3.2.13. Shop Drawings. Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

3.2.14. Jobsite Drawings and Specifications. Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto.

3.3. Owner Rights and Obligations.

3.3.1. Suspension of Work.

3.3.1.1. Owner's Written Order. Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate.

3.3.1.2. Work Delay or Suspension. If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3.3.1.3. Job Order Contractor Costs. A claim under this Subparagraph 3.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

3.3.2. Owner's Right to Possession. Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

3.3.2.1. Owner's Possession or Use. While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3.2.1. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

3.3.3. Other Contracts. Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job Order Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees.

3.4. Job Order Amendment. Job Orders may be amended by Owner in the same manner as they are issued.

3.5. Job Order Value. The maximum Job Order value is Three Million Dollars (\$3,000,000), except as provided by § 16.32.1.

4. JOB ORDER DOCUMENTS

4.1. Specification and Drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

4.1.1. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

4.1.2. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

4.2. Shop Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

4.2.1. The proposed fabrication and assembly of structural elements and,

4.2.2. The installation (i.e., form, fit and attachment details) of materials or equipment.

4.2.3. The construction and detailing of elements of the Work.

4.3. Shop Drawing Coordination. Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with § 4.4 below.

4.4. Shop Drawing Modifications. If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.5. Shop Drawing Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.6. Owner Furnished Drawings. Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Any errors or omissions in Owner furnished drawings are the responsibility of the Owner to rectify, including associated costs. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

4.7. Shop Drawing Submittal. Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

4.8. Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

5. MATERIAL AND WORKMANSHIP

5.1. Suitability of Material and Equipment. All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

5.2. Owner Approval. Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide

full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

5.3. Testing of Materials. Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work. Reimbursement for testing required by third party entities will be included in the individual Job Order.

5.4. Workmanship. All work under the Contract shall be performed in a skillful and workmanlike manner.

6. SITE CONDITIONS

6.1. Site Investigation. Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;

6.1.2. The availability of labor, water, electric power, and roads;

6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

6.1.4. The visible conformation and conditions of the ground; and

6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

6.2. Surface and Subsurface Investigation. Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract. Owner will provide to Job Order Contractor all subsurface investigation reports it has commissioned, and has knowledge of, that reasonably reflect expected conditions at the location of the Job Order.

6.3. Differing Site Conditions. Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

6.3.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

6.3.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

6.4. Owner Investigation. Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

6.5. Written Notice of Differing Site Conditions. No request by Job Order Contractor for an equitable adjustment to a Job Order under this § 6 shall be allowed, unless Job Order Contractor has given the written notice required.

6.6. Payment Adjustment. No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

7. JOB ORDER SCHEDULES

7.1. Construction Schedule. If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:

7.1.1. A detailed list of work activities or work elements.

7.1.2. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

7.1.3. Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

7.2. Failure to Submit Schedule. Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with § 14.

7.3. Progress Report. Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

7.4. Emergency Work. Job Order Contractor will give top priority to any emergency Work Owner may have and will allocate all resources necessary to accomplish such Work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency Work, Owner will equitably adjust the Contract in accordance with § 10.

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

8.1. Job Order Contractor Inspection System. Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

8.2. Owner Inspections and Tests. Owner inspections and tests are for the sole benefit of Owner and do not:

8.2.1. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

8.2.2. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

8.2.3. Constitute or imply acceptance; or

8.2.4. Affect the continuing rights of Owner after acceptance of the complete work.

8.3. Job Order Contractor Responsibilities. The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

8.4. Job Order Contractor Performance. Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

8.5. Job Order Contractor Corrective Work. Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

8.6. Failure to Replace or Correct Work. If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

8.6.1. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor; or

8.6.2. Terminate for default Job Order Contractor's right to proceed.

8.7. Owner Inspection before Acceptance. If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

8.8. Owner Acceptance. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

9. INVOICING AND PAYMENT

9.1. Compensation. As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

9.2. Invoices. Job Order Contractor shall submit invoices to the following address:

City of Peoria
8401 W. Monroe St
Peoria, AZ 85345

9.3. Job Order Cost Proposal Structure. For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), allowable overhead costs (includes insurance), allowable profit, cost of subcontractors (supported by quotes), and contractor's overhead allowance for subcontractor costs.

9.4. Progress Payments. Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

9.5. Retention. Not applicable.

9.6. Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

9.6.1. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

9.6.2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

9.7. Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

9.8. Unpaid Amounts. Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after:

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

9.8.3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner; or

9.8.4. Consent of Job Order Contractor's surety, if any.

10. CHANGES

10.1. Owner Changes. Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

10.1.1. In the specifications (including drawings and designs);

10.1.2. In Owner-furnished facilities, equipment, materials, services, or site; or

10.1.3. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

10.2. Owner Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this § 10; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

10.3. Contract Adjustments. Except as provided in this § 10, no order, statement, or conduct of Owner shall be treated as a change under this § 10 or entitle Job Order Contractor to an equitable adjustment hereunder.

10.4. Modification of the Job Order. If any change under this § 10 causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

10.5. Job Order Contractor Proposal. Job Order Contractor must submit any proposal under this § 10 within thirty (30) calendar days after:

10.5.1. Receipt of a written change order under § 10.1 above; or

10.5.2. The furnishing of a written notice under § 10.2 above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under § 10.2 above.

10.6. Final Payment Limitation. No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

10.7. Job Order Contractor Extension Justification. Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

10.8. Job Order Contractor Price Breakdown Structure. Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract.

11. INSURANCE & BONDS

11.1. Job Order Contractor Insurance. Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

11.1.1. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract.

11.1.2. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than: \$1,000,000 Each Accident; \$1,000,000 Each Employee for Disease; and \$1,000,000 Policy Limit for Disease.

11.1.3. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than: \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; and \$2,000,000 Each Occurrence.

11.1.4. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than: \$1,000,000 Each Person for Bodily Injury; \$1,000,000 Each Accident for Bodily Injury; and \$1,000,000 Each Occurrence for Property Damage.

11.2. Owner as Additional Insured. The policies providing Commercial General Liability and Automobile Liability insurance as required in § 11.1 shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

11.3. Policy Endorsement. All policies providing Job Order Contractor's insurance as required in § 11.1 above shall be endorsed to provide the following:

11.3.1. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in § 16.2.

11.3.2. Waiver of subrogation in favor of Owner.

11.4. Limits of Liability. The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

11.5. Certificate of Insurance. Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

11.6. Subcontractor Insurance. Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

11.7. Bonds. If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work, in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order.

11.8. Notice to Proceed. Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The

time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

11.8.1. The start of construction in order to arrange for inspection.

11.8.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

11.8.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.

11.8.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.

11.8.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

12. INDEMNIFICATION. To the fullest extent permitted by law, the Job Order Contractor shall defend, indemnify and hold harmless the Owner, 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 Job Order Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Job Order Contractor's duty to defend, hold harmless and indemnify the Owner, 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 there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Job Order Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Job Order 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.

13. DISPUTES.

13.1. Party Cooperation. The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

13.2. Field Level Resolution. Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.

13.3. Job Order Contractor Performance. The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

13.4. Partnering. If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually agreed times. The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving.

13.5. Owner's Representative. Owner designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

City of Peoria, Materials Management
Dan Zenko, Materials Management Supervisor
9875 N. 85th Ave – 2nd Floor
Peoria, AZ 85345

13.6. Job Order Contractor's Representative. Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

MGC Contractors Inc.
Randy Gates, President
4110 E. Elwood Street
Phoenix, AZ 85040
(602) 437-5000

13.7. Owner's Resolution. Any dispute which is not disposed of by agreement will be decided by the Owner, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this § 13 may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

14. TERMINATION AND DEFAULT

14.1. Termination for Convenience. Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

14.2. Notice of Termination. After receipt of a Notice of Termination, and except as directed by Owner, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this § 14:

14.2.1. Stop work as specified in the notice;

14.2.2. Place no further subcontracts or orders (referred to as subcontracts in this § 14) for materials, services or facilities, except as necessary to complete any Work not terminated;

14.2.3. Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this § 14;

14.2.4. As directed by Owner, transfer title and deliver to Owner:

14.2.4.1. The fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated;

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

14.2.5. Complete performance of the Work not terminated;

14.2.6. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest; and

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in § 14.2.3 above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

14.3. Final Termination Settlement Proposal. After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

14.4. Owner Payment. Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount will include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

14.4.1. If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under § 14.4 above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

14.4.1.1.1. The cost of this Work;

14.4.1.1.2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in § 14.4.1.1.1. above; and

14.4.1.1.3. A markup, including overhead and profit, on § 14.4.1.1.1. above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

14.4.1.2.1. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.4.1.2.2. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

14.4.1.2.3. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

14.5. Destroyed, Lost, Stolen or Damaged Property. Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

14.6. Amount Due Job Order Contractor. In arriving at the amount due Job Order Contractor under this § 14, there shall be deducted:

14.6.1. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

14.6.2. Any claim which Owner has against Job Order Contractor under the Contract; and

14.6.3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this § 14 and not recovered by or credited to Owner.

14.7. Partial Termination. If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this § 14 shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

14.8. Excess Payments. If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

14.9. Job Order Contractor Records. Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

14.10. Default. If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

14.11. Job Order Contractor's Right to Proceed. Job Order Contractor's right to proceed shall not be terminated under this § 14, if:

14.11.1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include: acts of God or of the public enemy, acts of Owner in its Contractual capacity, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

14.11.2. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under § 13.

14.12. Owner's Right to Terminate. The rights and remedies of Owner in this § 14 are in addition to any other rights and remedies provided by law or under this Contract.

14.13. Owner and Job Order Contractor Rights. If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

14.14. Liquidated Damages. Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs, Section 108.9 per day for each calendar day of delay. If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

14.15. Immigration Act. Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

15. WARRANTY OF CONSTRUCTION

15.1. Applicable Warranties. In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in § 15.10, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

15.2. Warranty Duration. This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

15.3. Job Order Contractor Corrective Work. Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

15.3.1. Job Order Contractor's failure to conform to requirements; or

15.3.2. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

15.4. Job Order Contractor Restoration. Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this § 15. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

15.5. Owner Notification. Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

15.6. Failure to Correct Work. If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

15.7. Subcontractor and Supplier Warranties. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

15.7.1. Obtain all warranties required by the Job Order;

15.7.2. Require all warranties to be executed, in writing, for the benefit of Owner; and

15.7.3. Enforce all warranties for the benefit of Owner.

15.8. Owner Remedy. In the event Job Order Contractor's warranty under § 15.2 has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

15.9. Owner Furnished Material or Design. Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.

15.10. Pre-Existing Work. Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

15.11. Owner's Rights. This warranty shall not limit Owner's rights under § 8 of this Contract with respect to latent defects, gross mistakes, or fraud.

16. STANDARD TERMS AND CONDITIONS

16.1. Contract Order of Precedence. In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; and

16.1.5. Specifications.

16.2. Certification. By signature in the Offer section of the Offer and Contract Award page the Job Order Contractor certifies:

16.2.1. The submission of the offer did not involve collusion or other anti-competitive practices.

16.2.2. The Job Order Contractor shall not discriminate against any employee or applicant for employment.

16.2.3. The Job Order Contractor 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.

16.2.4. The Job Order Contractor is licensed to perform the Work pursuant to Arizona Revised Statutes Title 32, Chapter 10.

16.3. Bribes and Kick-Backs. The Job Order Contractor shall not by any means:

16.3.1. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

16.3.2. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;

16.3.3. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,

16.3.4. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Job Order Contractor has a direct or indirect proprietary or other pecuniary interest.

16.4. 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.

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..

16.4.1. Job Order 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.

16.4.2. This contract shall be governed by the Owner. City and Job Order 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 Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

16.4.3. This contract is subject to the provisions of ARS § 38-511; the Owner may cancel this contract without penalty or further obligations by the Owner 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 Owner 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.

16.5. Legal Remedies: All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

16.6. Contract: The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor 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 Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order 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.

16.7. Contract Amendments: This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

16.8. Contract Applicability: The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Owner are not applicable to this Solicitation or any resultant contract.

16.9. 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.

16.10. 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 Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

16.11. 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.

16.12. Job Order Contractor/Supplier Contract. The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Job Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s).

16.12.1. The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).

16.12.2. The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

16.12.3. The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements.

16.13. 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 Owner 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 Owner 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 Owner's acceptance of and payment for materials or services, shall not release the Job Order 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 Owner to insist upon the strict performance of the Contract.

16.14. Overcharges By Antitrust Violations. The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

16.15. 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.

16.15.1. 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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; 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.

16.15.2. Force majeure shall not include the following occurrences: 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; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition; or 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.

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

16.17. 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 16.4 above.

16.18. Warranties. Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor’s response, the Owner 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 Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

16.19. Inspection. All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor’s risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

- 16.19.1.** Waive the non-conformance.
- 16.19.2.** Stop the work immediately.
- 16.19.3.** Bring material into compliance.

16.19.4. This shall be accomplished by a written determination from the Owner.

16.20. Title and Risk of Loss. The title and risk of loss of material and/or service shall not pass to the Owner until the Owner actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

16.21. 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.

16.22. Shipment Under Reservation Prohibited. Job Order 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.

16.23. Liens. All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner.

16.24. Licenses. shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.25. 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 Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.26. Cost of Bid/Proposal Preparation. The Owner 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.

16.27. Public Records. 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 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 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.

16.28. Advertising. Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner.

16.29. Delivery Orders. The Owner 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 signature page of the contract

16.30. 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.

16.31. Prohibited Political Contributions. Contractor 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.

16.32. A.R.S. Title 34 Provisions.

16.32.1. The maximum dollar amount of an individual job order shall be Three Million Dollars (\$3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A.R.S. title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

16.32.2. If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

16.32.2.1. The Job Order Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Job Order Contractor to do all or part of the work under one or more job orders:

16.32.2.1.1. A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

16.32.2.1.2. A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

16.32.2.2. If not previously delivered to the subcontractor, the Job Order Contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

16.32.2.2.1. A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.2. The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.3. The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.3. The Owner will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Job Order Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Job Order Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

16.33. Funding. Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

16.34. Federal Funding. It is the responsibility of the Contractor to determine on any job order project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

16.35. Standard Federal Provisions. This section applies to Job Orders funded with federal monies. 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. The following provisions are incorporated into the contract for compliance with any federal funding that might be awarded pertaining to a specific Job Order.

16.35.1. Compliance with Civil Rights Act of 1964. During the performance of this contract, the contractor agrees to comply with the following: (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

16.35.2. Termination for convenience (43 CFR § 12.84). Except as provided in §12.83 awards may be terminated in whole or in part only as follows: (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

16.35.3. Equal Employment Opportunity (41 CFR § 60-1.4). During the performance of this contract, the contractor agrees as follows:(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

16.35.4. Compliance with Copeland Act Requirements. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR 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 or subrecipient shall be 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 shall report all suspected or reported violations to the Federal awarding agency.

16.35.5. Use of American Iron, Steel, and Manufactured Goods. The Contractor hereby represents and warrants to and for the benefit of the City (Purchaser) and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

16.35.6. Compliance with Davis-Bacon Act. Contractor shall comply with the Davis Bacon Act (40 U.S.C. §276a-276a-7) as Supplemented by Department of Labor regulations (29 CFR Part 5): All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and the through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code. In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations ("CFR") § 5.5, which are incorporated by reference in this contract. The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract. The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract. Disputes

arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1). No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

16.35.7. Contract Work Hours and Safety Standards Act - Overtime Compensation. (a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours. (b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act. (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act. (d) *Payrolls and basic records.* (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act. (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours. (e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

16.35.8. Patent Rights (43 CFR Part 12). Contractor shall comply with federal requirements (CFR 43, Part 12, Subpart C—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

16.35.9. Copyrights (43 CFR § 12.74). The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

16.35.10. Audit Practices (43 CFR Part 12). The contractor agrees access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

16.35.11. Retention of Records (43 CFR Part 12). The contractor agrees to retain all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

16.35.12. Clean Air Act, Clean Water Act, and EPA Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

16.35.13. Energy Policy and Conservation Act. Contractor shall comply with all 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).

16.35.14. Central Contractor Registration Required. (a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. (b) "Registered in the CCR database" means that – (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and (2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process. (c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database. (d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity. (e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

16.35.15. Reporting Requirements for Projects funded under the ARRA. (a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public. (b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. (c) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov: (1) The City of Peoria contract and order number, as applicable. (2) The amount of ARRA funds invoiced by the Contractor for the reporting period. (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter. (4) Program or project title, if any. (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure. (6) An assessment of the Contractor's progress towards the

completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA. (7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained. (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if - (i) In the Contractor's preceding fiscal year, the Contractor received - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount. (10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows: (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company. (ii) Name of the subcontractor. (iii) Amount of the subcontract award. (iv) Date of the subcontract award. (v) The applicable North American Industry Classification System (NAICS) code. (vi) Funding agency. (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract. (viii) Subcontract number (the contract number assigned by the prime contractor). (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable. (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable. (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if - (A) In the subcontractor's preceding fiscal year, the subcontractor received - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

ATTACHMENTS

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| Attachment A | JOC General Scope of Services |
| Attachment B | SIQ & Contractor's Response |
| Attachment C | JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet,
Contractor's Labor Rates) |
| Attachment D | Contractor's Contacts (Contact List & Authorized Signature Form) |

ATTACHMENT A
JOC General Scope of Services

1.0 GENERAL INFORMATION

This is a fixed price, indefinite quantity type Contract for the performance of a broad range of construction work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

2.0 DOCUMENTS

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively repriced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

3.0 WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in § 4.8.

4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in 1.7, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

6.0 DESIGN

Job Order Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner, with reimbursement included as part of the Job Order Contractor's proposal.

7.0 TEMPORARY SANITATION FACILITIES

The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

7.1 DUST CONTROL AND WATER

The dust control measures shall be in accordance with the requirements of the "*Maricopa County Health Department Air Pollution Control Regulations*," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

7.2 Electricity:

Except for remote locations or unless otherwise specified in a Job Order, Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

8.0 WORK BY OWNER

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

ATTACHMENT B
SIQ & Contractor's Response
(See Attached)



**STATEMENT OF INTEREST AND
QUALIFICATIONS**

Solicitation Number: **P13-0042**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6580
Phone: (623) 773-7115
Fax: (623) 773-7118

**REQUEST FOR
STATEMENT OF INTEREST & QUALIFICATIONS**

JOB ORDER CONTRACTING
for

WATER and WASTEWATER FACILITIES PROJECTS

P13-0042

Due Date: February 6, 2013, 5:00 PM Arizona Time

City of Peoria
Materials Management Division
Contact: Christine Finney
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345
(623) 773-7115



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P13-0042

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6580
Phone: (623) 773-7115
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JOB ORDER CONTRACTING For Water & Wastewater Facilities Projects

SECTION 1 - INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced contractors to provide services as described below for various projects utilizing Job Order Contracting (JOC) project delivery. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents. The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions.

During the term of the contract, work shall be conducted as a series of individual job orders. Projects determined by the City to be appropriate for this Job Order Contract, the City will request that the Contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an Individual Job Order Agreement and direct the Contractor to proceed with the work. Although the City anticipates that awarded Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

1.2 Cooperative Purchasing

Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

1.3 Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2013 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54959>. The approved 2013 budget is available to fund various projects utilizing the awarded JOC contract. Estimated value (combination of all projects) is between \$5,000,000 and \$6,000,000 in the first whole fiscal year (2014). Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.



STATEMENT OF INTEREST AND QUALIFICATIONS

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1.4 Project Schedule

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk will be the guiding principles behind the various water and wastewater facilities projects.

SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

2.1 Description

This Job Order Contract is issued to assist the City of Peoria with general construction services, together with architectural and engineering services as necessary, as they pertain to utility water and wastewater facilities construction projects. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn key projects, including all permitting and compliance with regulatory requirements.

For any project determined by the City to be appropriate for this Job Order Contract, the City will request that the contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an individual Job Order. Although the City anticipates that JOC Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

2.2 Scope of Work

The City of Peoria owns and maintains a network of water, reclaimed water, and wastewater facilities. Currently the City of Peoria owns two (2) water treatment plants, three (3) water reclamation facilities, and approximately fifty (50) off-site facilities that include wells, recharge wells, reservoirs, booster stations, pressure reducing stations, and lift stations.

The successful Job Order Contractor, under the direction of the City of Peoria will be responsible for all aspects of construction and all phases of the project. The Job Order Contractor shall be responsible for professional quality, technical accuracy and coordination of all design, drawings, specifications, and all other construction services provided under the Job Order Contract.

Interested contractors must have experience in the following areas:

Water Treatment & Water Production Facilities - Design and construction of new facilities or rehabilitation of existing water treatment plants, booster stations, reservoirs, and any other water related facilities. Scope for these jobs will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, instrumentation and control and SCADA, and any other functions required.

Water Reclamation & other Wastewater Facilities - Design and construction of new facilities or rehabilitation of existing water reclamation facilities, lift stations, and any other wastewater and reclaimed water related facilities. Scope for these jobs will include any or all of the following:



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earthwork and landscaping, structural, electrical, mechanical, instrumentation and control and SCADA, and any other functions required.

Well Sites - Design and construction of wells, and rehabilitation or repair of well sites. Scope for these jobs will include any or all of the following: earthwork and landscaping, well drilling and equipping including structural, electrical, mechanical, instrumentation and control and SCADA, and any other functions required.

Additional Activities – The following work activities may be included in individual projects. The successful Contractors shall have experience, knowledge, and ability to accomplish these tasks. Not all activities will be included in all projects.

- Design services or post design services – Design services or post design services may be required for some of the projects. The scope of work for design or post design services, when applicable, will be defined by the City and included in the job order. The Job Order Contractor shall use Arizona registered professional engineering firms to prepare and seal construction documents. Any as-builts required to be completed as part of the post design services shall be in accordance with Chapter 7 of the City of Peoria Infrastructure Design Guidelines.
- Permitting - Obtain all necessary permits required to complete the project, including but not limited to; Engineering Off-site, Building Safety, haul route, stockpile, SWPPP, dust control, traffic control plans, MCESD approval to construct, approval of construction, etc.
- Maintaining traffic control when required according to the approved traffic control plans.
- Placing asphalt pavements including full depth sections, overlays, patches and repairs to restore areas damaged by construction.
- Placing concrete pavements including curb and gutter, driveways, sidewalks, to restore areas damaged by construction.
- Restoration of landscaping to restore areas damaged by construction.
- Utility Locating (potholing) underground utilities and obstructions.
- Provide pipeline and equipment testing as required.
- Other related work or ancillary trades including but not limited to public involvement, utility relocation, , road repair, electrical, paving and concrete/block walls.

The existing operations and functions shall be maintained during construction. It is anticipated that the construction activities will be coordinated and phased in such a manner that will not compromise the ongoing operations. In addition, security of the site and property is of paramount concern and a security and access plan will be required prior to the start of any construction.



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2.3 Sample Project

The following is a sample of a typical project that may be done under this Job Order Contract. This sample project is provided for contractors to use in completing their Project Assessment Plan so the City can see how your firm would approach a project if awarded the contract. The City is currently in the design phase and anticipates retaining the services of one of the awarded Job Order Contractors resulting from this SIQ.

The example project identified by the City is the construction of a 100,000 gallon underground concrete reservoir and booster pump station at the Butler Water Reclamation Facility (see Appendix 2). This new infrastructure will provide increased quantities of reclaimed water for all potential future customers identified within the service area boundaries of the Butler Reclaimed Water System.

The Contractor will be required to provide a project scope plan showing the process to be followed through the design/preconstruction, permitting, construction and close-out phases of the project.

SECTION 3 – EVALUATION CRITERIA

3.1 Evaluation and Job Order Contractor Selection

The Job Order Contractor will be selected through a qualifications based selection process - do not include pricing information with the Statement of Qualifications. A short list of qualified and available firms will be developed and contracts will be awarded based on the City's needs. The City of Peoria intends to select multiple Job Order Contractors for the award of this Job Order Contract.

The City of Peoria is currently looking to establish a Job Order Contract (JOC) for indefinite quantity and indefinite delivery for various utility related construction projects. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected Contractors will be expected to deliver turn key projects, including all permitting and regulatory requirements.

For any project determined by the City to be appropriate for this Job Order Contract, the City will issue an Individual Job Order, at which time the parties will execute a Project Agreement specifying the cost and completion schedule for that project. Although the City anticipates that Job Order Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue delivery orders based on ability of the Job Order Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

3.2 Evaluation Process

The contractor(s) will be selected through a qualifications based selection process. The City expects to award the project to the best valued contractor(s) based on the requirements in this solicitation. The contractor selected for qualification will be the contractor whose qualification is responsive, responsible, and the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion. The City will evaluate contractors based on the overall value of each qualification. Contractors interested



STATEMENT OF INTEREST AND QUALIFICATIONS

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Solicitation Number: P13-0042

in providing services must submit a Statement of Qualifications (SOQ) that addresses the points as outlined herein.

3.3 Key Personnel

The City expects the interested firms to identify within their organizations, individual(s) assigned to provide the following functions throughout the life of the contract:

- JOC Account Management
- Preconstruction Services
- Estimating
- Construction Management
- Field Supervision

3.4 Criteria and Weights

The City will evaluate contractors based on the overall value of each qualification. Evaluation criteria will be weighted according to the following categories:

Category	Weight
Responsiveness	Pass/Fail
References	Pass/Fail
Project Assessment Plan:	
Scope Plan	25%
Risk Assessment / Value Added	25%
Project Schedule / Subcontractor Selection Plan	5%
Interview	45%

3.4.1 Responsiveness (Pass/Fail)

Contractors must prepare qualifications that follow the format and sequence specified in this solicitation. This includes adherence to the format of any attachments. The following conditions/criteria must be met in order to be considered responsive:

- The Contractor will complete and provide all information in Attachment A (Proposal Form)
- The Contractor will complete and provide all information in Attachment B (Reference List)
- The Contractor will complete and provide all information in Attachment C (Project Assessment Plan)
- The Contractor will complete and provide all information in Attachment D (Project Schedule and Subcontractor Plan)

3.4.2 References (Pass/Fail)

- The Contractor will submit 3 references as outlined in Attachment B.

3.4.3 Project Assessment Plan (Weighted at 50%)

- The Contractor will submit a Project Assessment Plan as outlined in Attachment C.



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- The PA Plan must be 4 pages or less (2-pages for Scope Plan (25%), and 2 pages maximum for risk assessment and value added (25%) items).
- The PA Plan shall NOT contain any names or information that can be used to identify the Contractor.
- The Contractor must use the template as provided in Attachment C. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
- Any plan that does not follow these requirements, or contains names or information that can be used to identify who the contractor is, may be marked as unresponsive and eliminated from the evaluation process.

3.4.4 Project Schedule & Subcontractor Selection Plan (Weighted at 5%)

- Provide a 1 page Gantt style project duration schedule for the project that only conveys major milestones, including City approval processes, and final submittal to the City (Attachment D).
- Provide a detailed 1-page subcontractor selection plan that uses qualification and price in the selection criteria (Attachment D). The contractor should describe how they will pre-qualify and select their subcontractor as required per ARS 34-603.
- The Project Schedule and Subcontractor Selection Plan shall NOT contain any names or information that can be used to identify the Contractor.

3.4.5 Interviews (Weighted at 45%)

- The City will shortlist contractors based on the criteria in this section.
- The City may interview all of the critical team components proposed.
- The City may request to interview additional personnel.
- The City may interview individuals separately and/or as a group.
- The City may request a list of similar past projects from each team member.
- For this project, Contractors may bring up to two additional team members at their discretion to the interview. These additional team members will only be allowed in the interview during the 15-minute presentation and will not be interviewed or scored. The purpose of this is to allow Contractors to bring in up to two additional team members whom they feel are important to this projects success.
- *Important Note:* All proposed team members must be available for interview on the date specified in this solicitation. No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the contractor's competitiveness.

SECTION 4 – SELECTION PROCESS

4.1 Interview and Selection Process

Contractors will be prioritized and selected through a qualifications based selection process based on the criteria in Section 3. A selection committee will evaluate and score each Project Assessment Plan. The City will use a Linear Relationship Model (LRM) as outlined in Appendix 1 to assist the City in ranking the contractors.

A selection committee will evaluate and score each SOQ and interview the top 3 to 5 contractors



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based on the scores from the Project Assessment Plan, Schedule and Subcontractor Selection Plan. After conducting the interviews, investigations of the contractors will be performed by the City.

For this project the Final List will consist of the top 3 scoring contractors (based on PA Plan scores, Interview scores, Pass/Fail Reference, and Pass/Fail Responsiveness).

4.2 Identification of Potential Best-Value

Scores from the interview will be used to determine the final ranking order of the shortlisted contractors.

The top selected contractor(s) on the final list will then enter into negotiations with the City to reach agreement on final contract form, content and fee structure.

If the City is satisfied with the potential best-value contractor(s), they will proceed to issue an award. If the City is not satisfied with the negotiations, the City may consider breaking off negotiations and selecting the next contractor on the final list for potential award.

SECTION 5 – POST AWARD ACTIVITIES

5.1 Weekly Reporting System

Once a Notice to Proceed has been issued, the awarded Contractor will be required to submit weekly reports documenting risks on the project. The weekly reports are due every Friday, until the project is closed out or project has been accepted and final payment is received. For projects with a duration of less than 6 months, the weekly report will be at the discretion of the City's project manager.

5.2 Post Project Evaluation

For contracts that span over multiple years, the City will perform annual project evaluations prior to contract renewal. The City will evaluate the overall performance of the project team (including, but not limited to: overall quality, on-time completion, no cost change orders, compliance to budget, no complaints, ability to work with the City staff, and submission of accurate weekly reports). The final rating will be used towards future City of Peoria projects.

SECTION 6 – CRITICAL DATES

6.1 Pre-Submittal Conference

A pre-submittal conference will be held on **Tuesday, January 22nd at 10:00 a.m. Arizona Time.** The meeting location is the City of Peoria, Development and Community Services Building, Point of View Conference Room, 9875 N. 85th Avenue, Peoria AZ, 85345.

Staff may not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference. All interested parties are urged to attend this meeting.



STATEMENT OF INTEREST AND QUALIFICATIONS

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6.2 Critical Dates:

The following are the critical dates for this project. Please be advised that these dates are subject to change as deemed necessary by the City.

January 22, 2013	Pre-Submittal Conference
February 6, 2013	Submittals Due
February 14, 2013	Notification of Interviews
February 26, 2013	Interviews (shortlisted contractors only)
February 28, 2013	Best-Value Contractor Notification

SECTION 7 – SOQ SUBMITTAL FORMAT

7.1 Submittal Format

- The SOQ must be submitted to the contact listed in Section 7.2. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee.
 - No faxed or emailed SOQs will be considered.
 - The SOQ must be received by the date listed in Section 7.2
1. Attachment A: Proposal Form – One (1) original must be submitted.
 2. Attachment B: Reference Form – One (1) original must be submitted.
 3. Attachment C: Project Assessment Plan – Six (6) copies of the completed 2-page scope plan, 2-page project assessment and value added plan must be submitted.
 4. Attachment D: Project Schedule and Subcontractor Selection Plan – Six (6) copies of the 1 page project schedule and six (6) copies of the 1 page subcontractor selection plan must be submitted.

7.2 Submittal Due Date and Contact Information

- Proposal Responses must be received by 5:00 p.m. (AZ time) on February 6, 2013.
- Contact Information

Attention: Christine Finney, Buyer II
SOQ #: P13-0042 – JOC for Water and Wastewater Facilities Projects
City of Peoria Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345



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7.3 Disqualification

Please be advised that failure to comply with the following criteria may be grounds for disqualification and will be strictly enforced:

- Receipt of SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirements
- Not submitting all required documentation
- Adherence to having no identifying information (except for Attachments A & B)

SECTION 8 – GENERAL INFORMATION

8.1 Questions

- All questions regarding this SOQ must be submitted in writing by emailing:
Christine.Finney@PeoriaAZ.Gov
- Inquiries within 48 hours preceding the due date & time will not be addressed.

8.2 General Information

- **Instructions:** The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- **Contact:** Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in Section 8.1 above, and may be grounds for disqualification.
- **Costs:** The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- **Material:** All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- **Compliance:** The selected contractor will be required to comply with the Legal Arizona Workers Act.
- **Federal Funds:** The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.



STATEMENT OF INTEREST AND QUALIFICATIONS

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8.3 Protest Policy and Procedures

- The City of Peoria Protest Policy and Procedures are available online at
- <http://www.peoriaaz.gov/NewSecondary.aspx?id=53287>. The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, Section 2-321. Procurement Code Protests; Informal and Formal.
- The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> under the "DOWNLOADS" box on the right side of the web page.

8.4 Attachments (All must be completed and returned to be considered responsive)

Attachment A: Proposal Form
Attachment B: Reference List
Attachment C: Project Assessment Plan (Scope Plan & Risk/Value Added Plan)
Attachment D: Project Schedule and Subcontractor Selection Plan

8.5 Appendices

Appendix 1: Scoring and Ranking Submittals
Appendix 2: Example Project

The JOC Contract template (for review only) and all templates for Attachments A, B, C, and D can be accessed on the City's FTP website.

FTP Site Access Directions:

Using your Web Browser, enter the following address:

<ftp://cityftps.peoriaaz.gov>

You will be prompted for a User ID and Password.

User ID: ftpsolicitation

Password: AEC91&lv

(password is case sensitive)

You should then see the available file. The file name for this project is P13-0042 – JOC for Water and Wastewater Facilities Projects. You can copy or download to your computer or server. Download speed will depend on the internet connection speeds on both sides.

If you have trouble moving beyond the prompt for user id and password, it is likely your network or pc's firewall and/or anti-virus software is blocking access. Temporarily turning off your firewall and/or anti-virus software should allow you to continue with access.



STATEMENT OF INTEREST AND QUALIFICATIONS

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P13-0042**

ATTACHMENT A PROPOSAL FORM

One (1) original of this Proposal Form (Attachment A) must be completed and sent to the City of Peoria. Please staple Proposal Form (Attachment A) to the original Reference form (Attachment B), Project Assessment Plan (Attachment C) and Project Schedule and Subcontractor Selection Plan (Attachment D).

Project Team:


Name of Job Order Contractor (Contractor):	<u>MGC Contractors, Inc.</u>
Name of JOC Account Manager (Individual):	<u>Randy Gates</u>
Name of Preconstruction Manager (Individual):	<u>Greg Beetem</u>
Name of Estimator (Individual):	<u>Mike Panter</u>
Name of Construction Manager (Individual):	<u>Greg Beetem</u>
Name of Field Supervisor (Individual):	<u>Doug Hoopes</u>

Bonding:

Individual project bonding capacity:	<u>\$30,000,000</u>
Total bonding capacity:	<u>\$180,000,000</u>
Amount of bonded contracts currently in process:	<u>\$29,263,500</u>

The Project Assessment Plan, Project Schedule and Subcontractor Selection Plan must NOT contain any information that may identify the Contractor or critical team members.

MGC Contractors, Inc.

Name of Company		
<u>Randy L. Gates - President</u>		
Printed Name and Title of Contractor Representative		Signature of Contractor Representative
<u>4110 E. Elwood Street</u>	<u>Phoenix, AZ</u>	<u></u>
Address		Zip Code
<u>(602) 437-5000</u>	<u>(602) 470-4000</u>	<u>February 6, 2013</u>
Phone	Fax	Date
<u>Randy@mgccontractors.com</u>		
Email		
<u>General Engineering A - ROC069949, General Commercial B1 - ROC071441</u>		
Contractor License Number		



SOLICITATION AMENDMENT

Solicitation No: P13-0042
 Description: JOC for Water & Wastewater Treatment Facilities Projects
 Amendment No: One (1)
 Solicitation Due Date: February 6, 2013
 Solicitation Due Time: 5:00 P.M. Arizona Time

Materials Management Procurement
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 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.

I. CLARIFICATIONS:

A. The Pre-Proposal Presentation, Slide Number 25, Entitled Scope of Work, is hereby REVISED for the purposes of clarification. Additional items have been added which more accurately coincide with the Scope of Work identified on Pages 3 & 4 of the SIQ. Revised Slide #25 attached.

II. REVISIONS:

A. ATTACHMENT B, Reference List (Page 14) is hereby REVISED as follows:

The Section marked "Annual Value" is revised to read "Project Value". Revised Page 14 attached.

Nothing Further

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

Vendor hereby acknowledges receipt and agreement with the amendment.



 Signature Date
 February 6, 2006

Randy L. Gates - President

 Typed Name and Title

MGC Contractors, Inc.

 Company Name

4110 E. Elwood Street

 Address

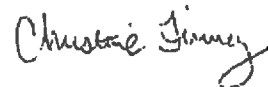
Phoenix Arizona 85040

 City State Zip

The above referenced Solicitation Amendment is hereby Executed

January 24, 2013

at Peoria, Arizona by:





STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P13-0042

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ATTACHMENT B REFERENCE LIST

HOW TO CREATE AND SUBMIT A REFERENCE LIST

1. The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
2. The references for past projects must be of similar size and scope for the type of project being solicited.
3. The past projects must be completed past projects (no on-going or substantially complete projects).
4. The City will contact the references for additional information and clarification. If the reference cannot be contacted, there will be no credit given for that reference and your firm may be eliminated from the selection process.



STATEMENT OF INTEREST AND QUALIFICATIONS

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REVISED ATTACHMENT B REFERENCE LIST

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

1. Company: City of Peoria -- Butler Road WRF Effluent Modifications
Contact: Mr. Daniel Kiel, P.E. Phone: (623) 773-7982
Address: 8401 W. Monroe Street, Peoria, AZ 85345
Description of Work: Installation of first phase of reclaimed water distribution system which included a 23,000 gallon hydro tank, distribution piping, flow meter and chlorine feed.
Project Value: \$446,229
Date Completed: January 2011

2. Company: City of Phoenix -- 4C-B1 Pump Station Upgrade (JOC)
Contact: Mr. Gary Neden, P.E. Phone: (602) 495-7389
Address: 200 W. Washington Street 8th Floor Phoenix, AZ 85033-1611
Description of Work: Addition of 2 surge tanks and 3 booster pumps and a new motor control center within an operating facility
Project Value: \$1,035,000
Date Completed: June 2011

3. Company: City of Scottsdale -- Water Campus Re-Use Water Pump Station (JOC)
Contact: Mr. Chuck Hill Phone: (480) 312-7250
Address: 9388 E. San Salvador Dr. Scottsdale, AZ 85258
Description of Work: Remove and replace ancillary process water pump station while maintaining operations of the ancillary process water system in an active WRF.
Project Value: \$446,196
Date Completed: August 2011



STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT C PROJECT ASSESSMENT PLAN GUIDE AND TEMPLATE

Introduction

The purpose of the Project Assessment (PA) Plan is to identify if a contractor can quickly identify the risks on a future project in terms of cost, time, and client expectations (of quality and performance). The PA Plan is used to:

1. Assist the client in prioritizing contractors based on their ability to understand the risks of a project.
2. Provide high performing contractors with an opportunity to differentiate themselves from their competitors.
3. Minimize the effort of experienced companies who are competing for the project.

Contractors should keep in mind that the PA Plan is only one step in the selection process. If all the PA Plans are the same, the PA Plan will have little impact in the selection (other factors, such as the interview will dictate the selection). The PA Plan will become part of the contract.

PA Plan Format

The PA Plan contains three major sections: Scope Plan, Potential Risks and Solutions and the Potential Value Added Options. The City's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not be awarded the project. Therefore, the PA Plan should be brief and concise. The PA Plan shall NOT exceed 4 pages front side of page only (2 pages Scope Plan, 2 pages combined for Risks and Value Added Ideas).

In order to minimize any bias by the evaluation committee, the PA Plans shall NOT contain ANY names (such as contractor or manufacturer names, personnel names, project names, product names, or company letterhead). A PA Plan template is attached and must be downloaded from the FTP site. Contractors are NOT allowed to re-create the PA Plan Template (cannot alter font size, font type, add colors, add pictures, etc). Failure to comply with these requirements may result in disqualification. The PA Plans should not contain any marketing information, brochures, product names, technical information, or general items. All documents shall be on 8½" x 11", in black and white ink only, no graphics or pictures.

Overview of the Scope Plan Section

The purpose of the scope plan submittal is an opportunity for the contractor to differentiate themselves by giving a concise and well organized description of the project. The Scope Plan should be a succinct summary of the project and should be used to prove to the client that the contractor can visualize what they are going to do before they do it. The Plan should identify the major components, risks, and show contractors capability to predict, preplan, prioritize and minimize technical risks.

Overview of the Risk Assessment Section

The contractor should clearly address the following items:

1. List and prioritize major risk items that are unique to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner. Risks can include things that you control and things that you do not control.
2. Explain how the contractor will avoid / minimize the risk. If the contractor has a unique method to minimize the risk, they should explain it in non-technical terms.

Overview of the Value Added Item Section

The contractor should identify and list any value added options that they feel may apply to this project. Do not include marketing material.



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**ATTACHMENT C
PROJECT ASSESSMENT PLAN**

SECTION 1 – SCOPE PLAN

It is our understanding that the City of Peoria (City) wishes to engage multiple general contractors to provide water and wastewater preconstruction and construction services via the Job Order Contracting (JOC) project delivery method with no single project to exceed \$3,000,000. In response to the City's Request for Statement of Interest and Qualifications (SIQ), proposers are to provide a step-by-step plan for the implementation of the Butler Water Reclamation Facility Effluent Line Modifications Phase 2 (Project) to convey their interest, knowledge of the project and ability to complete the project.

The purpose of the project is to convey effluent for reuse to a new adjacent community park and other existing or new consumers on the City's reclaimed water distribution system.

The new project elements include:

- An underground concrete storage tank currently planned to have a 100,000 gallon capacity
- Vertical turbine pumps likely to be VFD driven
- A standalone disinfection and sampling system
- Valves, flow meter, piping and appurtenances
- Primary power feed, secondary electrical, instrumentation and control systems
- Tie-in to an operating WRF

We will use our proven JOC methodology (more than \$50M experience and average size of approximately \$800K) to produce this project for the City. We have dedicated JOC resources that include several smaller, more mobile crews than those typically utilized on large treatment plant projects. We have tailored these crews toward delivering JOC projects efficiently and economically, accounting for the fact that these projects are typically smaller and on a fast track to completion. If design services are required for subsequent projects we will consult with the City and subcontract the best qualified firm for the design.

To prepare our schedule for the sample project included in Attachment D we have:

- Carefully read the SIQ
- Studied the information provided on the sample project carefully
- Attended the pre-submittal conference and visited the site
- Incorporated our many years of Reclaimed Water Distribution System experience in the Valley

Our approach to this project will begin with the preconstruction phase in which we will provide design collaboration with the City and the Engineer of Record to provide thorough Risk Assessments and Value Added advice to the Team. Our advice could save the City upwards of \$78,000 on this project and will highlight such items as accounting for the addition of the system's largest user – the adjacent community park – and will pay particular attention to fine tuning the layouts of piping and pumping systems for optimum operability and cost effectiveness. Another focus of our VA – one that is often overlooked by contractors – is avoiding premature corrosion caused by dissimilar metals, thereby extending the life of the system.

We will utilize existing as-built drawings, Bluestake, potholing and private locating services if necessary to confirm locations of underground utilities that could impact the project. As a pre-installation and pre-fabrication quality control step, we will use our in-house CAD department to detail all site layouts to make sure equipment, structures and piping are ordered, fabricated and constructed properly to fit together seamlessly. Our level of detail goes as far as valve handle orientations and exact pipe support locations. Not only does this step help to avoid costly mistakes, but it allows City operations staff the opportunity to see their actual facility before it's built and apply their specialized



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knowledge by suggesting changes that may improve operability.

To ensure the project is delivered on time, we suggest beginning procurement of long lead items such as pumps and electrical switchgear during the preconstruction phase. This may be accomplished by the City prepurchasing these items or phasing the project to allow us to purchase the items during the preconstruction services phase. We will initiate the development of a primary power design through Arizona Public Service early on to ensure power is available in time to start up the project. During this phase we will also begin communicating with Maricopa County Environmental Services Department and the City's Building Safety and Engineering Departments to obtain an Approval to Construct and all other required construction permits as soon as the design is completed.

We will develop a cost model and initiate a design log at notice to proceed. The cost model will be adjusted as the design progresses to ensure the project remains under budget. We will use the design log to complement the cost model so the team can monitor scope versus budget before additions become a threat to the overall project. The cost model will be converted to a Guaranteed Maximum Price (GMP) at the end of the preconstruction phase. Using this proven cost monitoring process will ensure the City will not see change orders for any reason other than City initiated changes to the project scope.

The construction phase will begin after the City's acceptance of the aforementioned GMP. After receiving Notice to Proceed and securing all permits, we will begin onsite with installing safety measures for protection of personnel and existing facilities, then initiate our dust and noise control programs. We will commence construction by building the project from the ground up, starting with excavation and preparation of the reservoir sub-grade. Construction of the reservoir structure will come next, along with installation of pipelines and other items within the excavation, specifically including tie-in to the existing RWDS pipeline up to the first valve on the Phase 2 system. We will backfill the excavation and begin work on grade after leak testing the reservoir. The work at this level involves careful coordination between electrical, concrete and mechanical crews to complete the pumps, piping, disinfection and control systems. Each system will then be tested individually prior to commissioning of the overall facility.

Particular attention will be paid to the 30" tie-in to the Butler effluent line. A detailed MOPO (maintenance of plant operations) will be developed to insure no unplanned outages or unexpected consequences will be encountered. For this tie-in, we intend to pre-build a header including a valve so as little work as possible is required when the effluent line is actually shut down. Effluent flow patterns will be analyzed and an ideal time frame for shutting down the line will be determined. On a system like Butler's, low flows are usually experienced around 3:00 AM. Our crews are adept at working at night during important MOPOs such as this. Rest assured we will use our experience to handle high risk situations like this flawlessly.

To achieve Final Project Completion several steps must first be completed, including:

- *Commissioning* of the facility and establishing beneficial use
- *Completion* of initial and final *punchlists*
- *Final painting* – usually the final construction step after all wrenches are done turning for a clean finish
- *Final as-builts* – including red-lined contract drawings as well as CAD layout drawings we developed
- *Training* of operations staff on not only individual pieces of equipment but on the system as a whole
- *Close out* of all *permits*
- *Final invoicing*, lien releases and execution of affidavits required by the City
- *Inventory* and turnover of *spare parts*
- *Completion* and turnover of final *Operations and Maintenance Manuals*

We will deliver a high quality addition to the City's Reclaimed Water Distribution System and pledge to deliver the project for less than the Guaranteed Maximum Price—no change orders! We will be servicing the project long after completion by responding rapidly to any warranty claims that may arise. We will strive to exceed the City's expectations on this and any other JOC projects we are assigned.



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ATTACHMENT C PROJECT ASSESSMENT PLAN

SECTION 2 – IDENTIFICATION & MINIMIZATION OF RISK

Risk 1:	There is a tendency to design pumping systems that perform in a worst case scenario. These pumping systems can be hard to operate, have high capital costs and are not energy efficient.
Solution:	As the Job Order Contractor we will thoroughly review all designs for constructability and operability to develop the optimum pumping configuration for this system and include the existing hydro tank (completed in January 2011) into the capacity calculations. We will utilize our decades of experience designing and constructing pumping systems along with a recommendation to perform a hydraulic study of the entire reclaimed water system to ensure the project team provides the most efficient and reliable system, while still maintaining flexibility for the best <i>and</i> worst case scenarios.
Risk 2:	Some project schedules are negatively impacted because the primary power provider is not fully informed about the requirements of the project.
Solution:	We will actively pursue the provider to install the primary power before it is needed for startup and testing. Our schedule, included in this proposal, indicates that installation of primary power can become a critical schedule item if we do not proactively manage this activity (early and frequent communication) to ensure primary power is ready when we need it. Maintaining constant communication with the provider is the key to preventing unnecessary delays.
Risk 3:	An enhancement to the City – the Community Park – is being developed adjacent to this project. This requires sensitivity to the risks associated with disturbing citizens using the park, as well as minding the needs of the plants and wildlife that will be attractions within the park.
Solution:	Our construction sequencing plan will account for scheduled park events and our work schedule will be adjusted to avoid any construction activities that may impact those events. We will provide continual, extensive dust control on the project so that no dust is transmitted to the park. We will conduct an ambient noise study in the park adjacent to the facility, revise the study during reuse pumping system operations and install permanent noise attenuation systems to achieve pre-project noise levels. Close attention must be paid to disinfectant levels in the reclaimed water sent to the park. For instance, too high of chlorine levels can be hazardous to the grass and the fish in the lake.
Risk 4:	Tying this project into existing operating facilities presents the risk of overflows inside and outside the plant.
Solution:	Our company will develop highly detailed maintenance of plant operations (MOPO) plans that will consider and mitigate any risk associated with connecting the new system into the existing plant. Actual shutdown durations will be kept to a minimum and we will proactively manage all MOPO activities to their successful completion.
Risk 5:	There are several methods of disinfection that can be used on this project and each of them have benefits and risks. For example, chlorine gas is inexpensive but requires air quality sensors and alarms, whereas liquid chlorine can be more expensive than gas but has less biological risk.
Solution:	We will insist that the design team take all risks and benefits of the various methods into consideration and will install the disinfection system in accordance with all plans and regulations to mitigate personnel and material risks associated with this system. We will require the preconstruction team to study the life cycle costs of each disinfection system and weigh these costs against the risks to insure the optimum disinfection methods are employed.
Risk 6:	Dissimilar metals can cause premature corrosion – not only in the piping systems, but inside the pumps and other equipment.
Solution:	Our personnel have been trained on how to mitigate corrosion within the systems typically constructed on water and wastewater facilities. We will work with pump and other equipment suppliers to make sure all metals being used are electrochemically similar. When all else fails, cathodic protection may be installed. All too often we see galvanic corrosion (caused by dissimilar metals) appearing on municipal facilities just a few months after they've been constructed – this is avoidable.



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ATTACHMENT C PROJECT ASSESSMENT PLAN

SECTION 2 – VALUE ADDED OPTIONS

Item 1:	Broker dirt hauling to save disposal costs – we have many active projects in the West Valley, some of which need clean fill material. We will save money on hauling costs by utilizing the excess excavated material from this project on nearby projects in need.			
Impact:	Cost (\$)	Save \$6,000	Schedule (Days)	No Change
Item 2:	Eliminate flow meter bypass piping and valves because majority of flow meter maintenance does not require the flow tube to be removed. The flow meters in sizes 16" and below are readily available so replacement can be completed quickly if necessary. Keep in mind, a broken magnetic flow meter is essentially a pipe spool and has no effect on the flow of water.			
Impact:	Cost (\$)	Save \$30,000	Schedule (Days)	Save 5 days
Item 3:	We have built several similar facilities by installing all equipment on top of the concrete tank eliminating the need for equipment slabs on grade and reducing the overall footprint of the facility. Space will be very important if this facility requires future expansion as useable space is limited in the areas immediately surrounding the hydro tank. The City can save money on this and future phases through more consolidation of the facility without sacrificing O&M access.			
Impact:	Cost (\$)	Save \$9,000	Schedule (Days)	Save 9 days
Item 4:	Relocate pressure relief to downstream of pump discharge line, thereby providing more space for future expansion and saving money on pipe required for this project.			
Impact:	Cost (\$)	Save \$3,000	Schedule (Days)	Save 2 days
Item 5:	Consider future expansion of reservoir in the Phase 2 structural design. <ul style="list-style-type: none"> • East wall of Phase 2 reservoir may be reused as the West wall of a future reservoir expansion • Stub walls and slabs on new tank to minimize cost of future tank expansion • Rebar couplings and waterstop can be embedded in the Phase 2 reservoir to tie in future walls and slabs 			
Impact:	Cost (\$)	Adds \$3,000 to current project and saves \$30,000+ in future expansion costs.	Schedule (Days)	0 days on this project, saves weeks on future expansion



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ATTACHMENT D

PROJECT DURATION SCHEDULE and SUBCONTRACTOR SELECTION PLAN

See attached schedule

Overview of the Subcontractor Selection Plan

We are committed to the belief that the specific knowledge possessed by high quality subcontractors and suppliers can have a positive impact on a JOC project. Our company competitively bids virtually all of the subcontractor and vendor items on JOC projects. Exceptions are noted below as "qualifications only"; and may include certain specialized subcontractors such as SCADA programming, or suppliers the City dictates based on requirements to match existing installed equipment.

We use a prequalification system that is fully compliant with the Arizona Revised Statute 34-603. Upon determination of the project's specific needs a detailed list of pre-qualified subcontractors for each discipline are asked to review the project. The Design Team reviews any feedback that could increase value to the City through risk assessment or value added options.

During this review it is determined which subcontractors will be selected based on qualifications and price—or qualifications only. Both of these selection criteria are often required for a single JOC. Our Subcontractor Selection Plan fully embraces these requirements, although as stated earlier, competitive bidding by qualified firms is our preference.

Key elements in developing the qualifications and price selection criteria for all Subcontractors and suppliers are:

- Past history on our projects: Quality, on time completion, lack of claim or litigation activity
- Current availability: We will insure that the sub or supplier has the manpower to complete the work on time and in a quality fashion, particularly if it is a pre-purchase item or will require long lead attention
- Experience at the specific site: Has the firm worked at the project site in question? Are they familiar with the need to maintain the exiting process elements?
- Experience with the specific work items on the project: Do they have a history with this type of work?
- Safety record: We will review workmen's compensation records and past claim history

Firms meeting the above requirements are invited to bid an individual JOC, and responses will be compiled. Their quotations and correspondence will be fully available for the City's review and comment. Each successful bidder will be issued a subcontract or purchase order.

Subcontractors and suppliers that are selected because they possess proprietary information—or perhaps sole suppliers of equipment who are considered on their qualifications only—are brought into a JOC early. Often times their portion of the work is key to the overall project engineering and design. Specific considerations for these firms include:

- Early involvement, to insure that the other construction elements of the project fit seamlessly with the specific service or material being supplied by these firms.
- Review of price and schedule, to insure that prices are fair and that no schedule delays occur due to misunderstandings or missing key elements.
- We stand ready to assist qualifications only subcontractors and suppliers, as they often require unloading, storage or construction trade assistance with their work.

It is vital that we adhere to our Subcontractor Selection Plan to insure that all subcontractors and suppliers be allowed full participation in the design and scheduling phases. This insures an on time JOC that is on budget and is what the City staff wanted.

Activity Name	Original Duration	2013												
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov				
Butler WRF - Effluent Reservoir & Pump Station														
Preconstruction	71													
Project Kick-Off Meeting	0													
Design Review	5													
Submit & Approve Long Lead Items	10													
Blueprinting & Potholing	5													
Value Engineering Discussion	1													
Design Modifications	10													
Procure Pumps	60													
Procure Electrical Gear	50													
Obtain Permits (ATC, Building Safety, Peoria Engineering)	15													
Coordinate with APS on Primary Power Design (Prelim through Final)	55													
Construction	116													
Construction Notice to Proceed	0													
Obtain Construction Related Permits (Hauling, Stockpile, NOI, Dust Control)	5													
Reservoir	54													
Excavate for Reservoir	4													
Form, Reinforce, Pour Reservoir Floor	10													
Form, Reinforce, Pour Reservoir Walls/Columns	15													
Form, Reinforce, Pour Reservoir Roof	12													
Leak Test Reservoir	3													
Backfill Reservoir	5													
New Effluent Tie-In	21													
Dig, Lay, Backfill 30" Effluent Piping	15													
MOCO: Install 30" Effluent Tie-In	1													
Electrical & Controls	40													
Install APS Primary Power Feed	15													
Rough-in Electrical & Controls	20													
Form, Pour, Strip Electrical Slabs	3													
Complete Electrical & Controls	20													
Pump Station	30													
Form, Pour, Strip Pump Pad	3													
Install Pumps, Discharge Piping, Valves, Instruments	8													
MOCO: Install Pump Discharge Tie-in to Distribution System	1													
Startup & Test Pump Station	5													
Disinfection System	24													
Form, Pour Strip Disinfection/Sampling Slab	3													
Install Disinfection/Sampling System & Piping	6													
Startup & Test Disinfection/Sampling System	5													
Project Completion	29													
System Commissioning	10													
Beneficial Use of System	0													
Painting	6													
Project Close-out (Final Green Tag, AOC, Final O&Ms, Punchlist, Affidavit)	20													
Final Completion	0													
Activity Name	Budget Units	Remaining Units	2013											
Butler WRF - Effluent Reservoir & Pump Station	3630h		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
Project Superintendent	320h		125	95	532	733	695	705	555	190				
Project Manager	180h		5	5	10	66	70	65	30					
Project Engineer	560h		20	20	20	20	20	20	20	20				
Skilled Tradesman	1470h		70	70	70	70	70	70	70	70				
Semi Skilled Worker	750h		10		200	300	300	330	280	40				
Equipment Operator	370h		10		100	150	175	175	110	30				



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APPENDIX 1

Scoring and Ranking Submittals

Overview

The City of Peoria uses a simple linear data model to score and rank the contractors. The model uses raw data scores with a 1-10 rating, then normalizes those scores to a 100 point basis, then multiplies by the weighted percentage for the final score and ranking. Example: 8.1 = 81 X 45% = 36.5.

Example

The following data and tables are for informational purposes only. Based on the raw data and weights, Contractor C is identified as the highest ranked firm (85.5 points out of 100 possible points). Any firm that receives a fail in the responsiveness or reference categories will be eliminated from the selection process.

	Criteria	Weight	Vendor A		Vendor B		Vendor C	
			Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
1	Responsiveness	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
2	Interview Score	45%	8.1	36.5	7.8	35.1	8.3	37.4
3	Scope Plan	25%	5.6	14	6.1	15.3	7.8	19.5
4	PA/VA Plan Score	25%	9.1	22.8	9.7	24.3	9.5	23.8
5	Project Duration Schedule & Subcontractor Plan Score	5%	8.5	4.3	9.3	4.7	9.5	4.8
6	References	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
		100%		77.6		79.4		85.5
	Final Ranking			3		2		1
				Vendor A		Vendor B		Vendor C



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P13-0042

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

APPENDIX 2

Sample Project

Expansion of Reclaim Water System for the Butler Water Reclamation Facility

Project Description:

The City of Peoria is developing a reclaimed water distribution system in its Southern area. The first phase entailed the construction of a small reservoir/surge tank located at the Butler Water Reclamation Facility (WRF). As part of this first phase, the City extended a distribution line to the Municipal Operations Center (MOC) and to the City Hall Campus located at the intersection of 85th Avenue and Monroe Streets. Currently the City of Peoria is using reclaimed water from this system to provide irrigation at City Hall and also for a truck wash facility at the MOC. In addition, two (2) existing Home Owners Associations are taking advantage of the reclaim water to irrigate their common area (see exhibit A for distribution system details).

The proposed project will design and construct a 100,000 gallon underground concrete reservoir and booster pump station at the Butler WRF (see exhibit B). This new infrastructure will provide increased quantities of reclaimed water for all potential future customers identified within the service area boundaries of the Butler Reclaimed Water System.

The City is currently in the design phase and anticipates retaining the services of the selected Job Order Contractor under the following scope:

1. Preconstruction Services:
 - Provide one constructability review during design (60% stage).
 - Provide up to two cost estimates during design (60% and 90%).
 - Prepare a construction GMP proposal.
2. Construction:
 - 100,000 underground concrete reservoir
 - 1 MGD Booster Pump Station (on top of the reservoir)
 - Disinfection System (assume chlorine gas)
 - EI&C

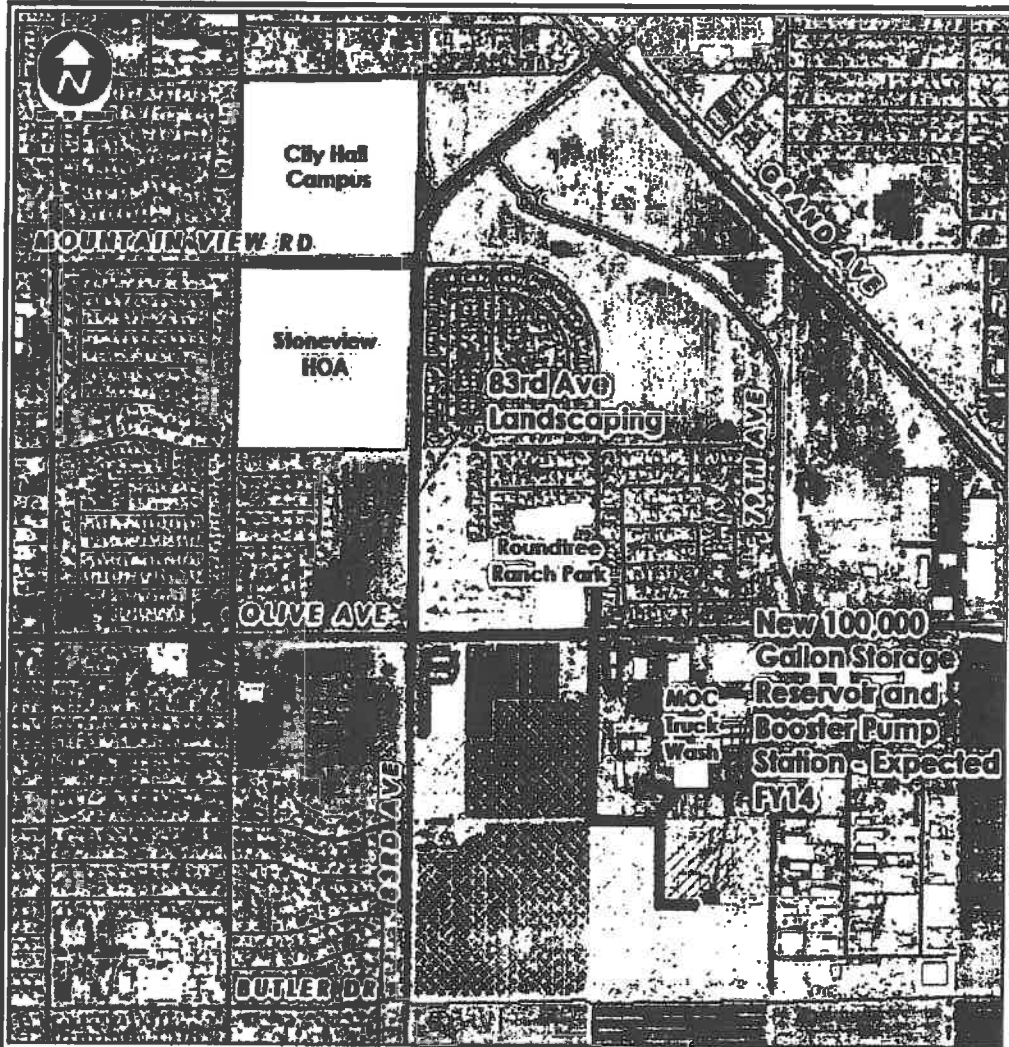


STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P13-0042

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6580
Phone: (623) 773-7115
Fax: (623) 773-7118

Exhibit A



LEGEND

- Existing Reclaimed Waterline
- New Storage Reservoir & Booster Pump Station
- Pioneer Park
- Butler Drive Water Reclamation Facility

City of Peoria
Butler Reclaimed Water System - Existing Customers
8/16/12



NOTE:
This Map is based on Department
records (GIS, Utility, and other) and
may not be 100% accurate.

ATTACHMENT C

**JOC Cost Proposal Forms
(Pricing Matrix, Project Cost Sheet, & Contractor's Labor
Rates)**

(See Attached)

**City of Peoria
JOC Pricing Matrix**

P13-0042, JOC for Water & Wastewater Treatment Facilities Projects

Company Name: MGC Contractors, Inc.

	\$1.00 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1,000,000	over \$1,000,000
Indirect Cost of the Work					
General & Administrative Expense (Overhead)	7.00%	7.00%	6.00%	6.00%	5.00%
Job Order Contractor's Fee (Profit)	10.00%	10.00%	9.00%	9.00%	8.00%
Payment & Performance Bonds	1.50%	1.50%	1.25%	1.25%	1.00%
Insurance	1.25%	1.25%	1.25%	1.25%	1.25%
AZ/County/City Taxes (65% of .081)	5.915%	5.915%	5.915%	5.915%	5.915%
Total Indirect Cost %	25.67%	25.67%	23.42%	23.42%	21.17%
Labor Burden Percentage	28.00%	28.00%	28.00%	28.00%	28.00%

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: MGC Contractors, Inc.

<p>Contract Type <u>Water & Wastewater Facilities Projects</u></p> <p>Job Order No. <u>P13-0042</u></p> <p>Job Title: _____</p> <p>Location: _____</p>	<p>City Project No.: _____</p> <p>Contractor's Job No.: _____</p> <p>Prepared by: _____</p> <p>Date: _____</p>
--	--

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Subcontractor Cost		\$0.00

OVERHEAD:	0%
PROFIT:	0%
Subtotal General Contractor Costs (A+B+C):	\$693.40
O&P (15% of A+C):	\$0.00
Total General Contractor Costs including O&P:	\$693.40
Subtotal Subcontractor Costs (D)	\$0.00
Profit (5% of D)	\$0.00
Total Subcontractor Costs including O&P:	\$0.00
TOTAL GC and Subcontractor Costs including O&P:	\$693.40
Insurance Costs @ 1.25%	\$8.67
Bond Costs @ 1.25%	\$8.67
Sales Tax (65% of 8.1%)	\$42.04
Subtotal Job Cost:	\$762.77
Contingencies	\$0.00
TOTAL JOB COST:	\$762.77

Submitted by:

Name, Title

Date

3/12/2013 CF

CONTRACTOR NAME: MGC Contractors, Inc.

Contract Type Water & Wastewater Facilities Projects

Job Order No. P13-0042

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Each
Project Manager	Hours	1.0	\$ 90.00
Project Engineer	Hours	1.0	\$ 60.00
Superintendent	Hours	1.0	\$ 80.00
PROJECT ADMINISTRATOR	Hours	1.0	\$ 50.00
ESTIMATOR	Hours	1.0	\$ 90.00
CAD TECHNICIAN	Hours	1.0	\$ 50.00
Foreman	Hours	1.0	\$ 53.64
Specialty Operator	Hours	1.0	\$ 42.97
Equipment Operator	Hours	1.0	\$ 35.50
Skilled Tradesman (Journeyman)	Hours	1.0	\$ 42.42
Skilled Worker (Apprentice)	Hours	1.0	\$ 38.16
Semi Skilled Worker	Hours	1.0	\$ 36.16
Laborer	Hours	1.0	\$ 24.55

ATTACHMENT D

**Contractor's Contacts
(Contact List & Authorized Signature Form)**

(See Attached)



March 20, 2013

City of Peoria
9875 North 85th Avenue, 2nd Floor
Peoria, AZ 85345

ATTN: Christine Finney, CPPB

RE: JOC for Water & Wastewater Treatment Facilities Projects
Key Personnel

Randy Gates, Project Executive
Mobile

randy@mgccontractors.com
602-757-4432

Greg Beetem, Project Manager
Mobile

greg@mgccontractors.com
602-757-6140

Mike Panter, Senior Estimator
Mobile

mikep@mgccontractors.com
602-722-6537

Doug Hoopes, General Superintendent
Mobile

dhoopes@mgccontractors.com
602-513-3255

Main Office
Main Office Fax

602-437-5000
602-470-4000



March 20, 2013

City of Peoria
9875 North 85th Avenue, 2nd Floor
Peoria, AZ 85345

ATTN: Christine Finney, CPPB

RE: JOC for Water & Wastewater Treatment Facilities Projects
Authorized Signature Form

Dear Christine,

Per your request, the following individuals are authorized to sign contractual documents for MGC.

Randy L. Gates, President

Greg Beetem, Project Manager

If you have any questions or need additional information, please call.

Sincerely,

Wendy S. Harvey
Corporate Secretary



City of Peoria, Arizona Job Order Contract



Statement of Qualifications No: P13-0042 B

Job Description: JOC for Water & Wastewater Treatment Facilities Projects

Location: City of Peoria, Materials Management

Contact: Christine Finney, CPPB

Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Phone: (623) 773-7115

OFFER

Contractor's License Number:

A-ROC069949, B-1- ROC071441

MGC Contractors, Inc.

Job Order Contractor Name

Randy Gates
Authorized Signature for Offer

4110 East Elwood Street

Address

Randy Gates

Printed Name

Phoenix, AZ 85040

City State Zip Code

President

Title

(602) 437-5000

Telephone

(602) 470-4000

Facsimile

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

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by:

City of Peoria, Arizona.

Eff. Date: April 12, 2013

for
Linda Blas
Rhonda Geriminsky, City Clerk

Approved as to form:

Stephen M. Kohn
Stephen M. Kohn, City Attorney



City Seal
Copyright 2003 City of Peoria, Arizona

CC

Acon18413

Contract Number

Awarded on April 11, 2013

Official File

Dan Zenko
Dan Zenko, Materials Management Supervisor

A CON 18413



CONTRACT AMENDMENT

Solicitation No. P13-0042B Page 1 of 2

Description: JOC for Water & Wastewater Treatment Facilities Projects (MGC Contractors)

Amendment No. One (1) Date: April 8, 2014

Materials Management Procurement

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

Buyer: Christine Finney

The following changes are hereby made to the contract:

- I. **Contract Extension** - In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on April 11, 2014 and is hereby extended an additional twelve (12) months.

The new Contract Term is **April 12, 2014 to April 11, 2015.**

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

Randy Gates 4/10/14 Randy Gates, President MGC Contractors, Inc.
 Signature Date Typed Name and Title Company Name

4110 East Elwood Street Phoenix AZ 85040
 Address City State Zip Code

Attested By:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk

Bill Mattingly 04-14-2014
Director: Bill Mattingly, PW/Utilities Director



CC Number

ACON18413A
Contract Number

Department Rep: Karl Zook, PE, Construction Superintendent

Approved as to Form:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

April 17, 2014 at Peoria, Arizona
Dan Zenko
Dan Zenko, Materials Manager

City Seal
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City of Peoria, Arizona



CONTRACT AMENDMENT

Solicitation No. P13-0042B Page 2 of 2

Description: JOC for Water & Wastewater Treatment Facilities
Projects (MGC Contractors)

Amendment No. One (1) Date: April 8, 2014

Materials Management Procurement

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

Buyer: Christine Finney

II. Page 17, Section 9.3, (Job Order Cost Proposal Structure) is hereby **DELETED** and REPLACED with the following REVISED Section 9.3 *Changes shown in italicized underline.*

9.3. Job Order Cost Proposal Structure. For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), allowable overhead costs (includes insurance), allowable profit, cost of subcontractors (supported by quotes), and contractor's overhead allowance (*not to exceed 5 percent*) for subcontractor costs.

III. **Key Personnel:** In accordance with the Contract Terms and Conditions, Key Personnel, the following individuals are hereby added to the Contractor's list of Key Personnel.

Nick Patterson

- nick@mgccontractors.com
- Cell# (602) 722-7080

Keith McClure

- keith@mgccontractors.com
- Cell# (602) 680-8628

Bryan Forster

- a. bryanf@mgccontractors.com
- b. Cell# (602) 695-3652

Nothing Further



CONTRACT AMENDMENT

Solicitation No. P13-0042B

Page 1 of 2

Description: JOC for Water & Wastewater Treatment Facilities Projects (MGC Contractors)

Amendment No. Two (2)


Date: 12/30/14

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

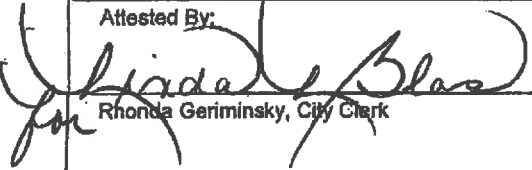
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 4/11/15.

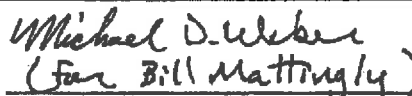
The New Contract Term Is: 4/12/15 to 4/11/16

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

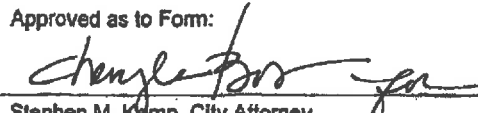
	1/20/15	Randy Gates, President	MGC Contractors, Inc.
Signature	Date	Typed Name and Title	Company Name
4110 E. Elwood St.	Phoenix	AZ	85040
Address	City	State	Zip Code

Attested By:


for Rhonda Geriminsky, City Clerk


(for Bill Mattingly)
Director: Bill Mattingly, Public Works/Utilities Director

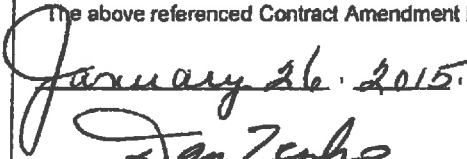

Project Manager: Dan Davis, Construction Superintendent

Approved as to Form:

Stephen M. Kemp, City Attorney

CC Number

ACON18413B
Contract Number

The above referenced Contract Amendment is hereby Executed:


January 26, 2015 at Peoria, Arizona
Dan Zenko, Materials Manager



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City of Peoria, Arizona



CONTRACT AMENDMENT

Solicitation No. P13-0042B Page 2 of 2

Description: JOC for Water & Wastewater Treatment Facilities
Projects (MGC Contractors)

Amendment No. Two (2) Date: 12/30/14

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7116
Fax: (623) 773-7118

Buyer: Christine Finney

Key Personnel: In accordance with the Contract Terms and Conditions, Key Personnel, the following individuals are hereby *added* to the Contractor's list of Key Personnel.

Matt Pavlich

- matt@mgccontractors.com
- Cell# (602) 513-3123

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MGC CONTRACTORS, INC.**

EXHIBIT B
Award and Rate Sheet

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MGC CONTRACTORS, INC.**

**EXHIBIT C
Scope of Work**

PROJECT

Per the following Job Order Contract Proposal dated September 9,2015, replace interior liner and make various repairs and improvement to related systems to Thunderbird Reservoir.



September 9, 2015

City of Glendale
7070 W. Northern Avenue
Glendale, Arizona 85303

Attn: Jim McMains

Re: Job Order Contract Proposal
Thunderbird Reservoir Improvements

Dear Jim:

In accordance with the information provided, we are pleased to submit this guaranteed maximum price estimate proposal for the work at Thunderbird Reservoir. This estimate was prepared based on the information provided in our meeting on May 28th the site visit on July 14th and the 90% drawings prepared by CH2M and additional comments on the previous proposals. A breakdown of the proposal is attached. All applicable sales tax and performance and payment bonds have been included. Please note the following clarifications:

- MGC will participate in preconstruction services as needed through the design phase of the project. We will produce GMP estimates at 90 and 100% level of design.
- We will competitively bid the liner work as well as all major material items such as pumps, piping, and chlorination equipment.
- The City will drain the reservoir to an approximate level of 3' above the floor.
- MGC will pump the remainder of the water to the overflow area at a rate not to exceed 1,400 GPM
- Access points for the work inside the reservoir will be provided and a crane to service all of the work will be mobilized. The site access was verified at the site visit on July 14th.
- The silt and existing liner will be removed as described in the project documents.
- The new liner will be installed and tested in accordance with the project documents and the proposal from Field Lining Systems is attached.
- The reservoir will be leak tested and disinfected per the specifications prior to being returned to service.
- Following the site visit and observation of corrosion an allowance of \$20,000.00 was added to replace damaged standing seam roof panels.
- We have included a general allowance of \$65,000.00 based on the current level of design. This allowance includes no markups and shall be used at the City's discretion.
- We assume all materials testing services will be provided by the City of Glendale.
- The cost for all water for testing is excluded and shall be provided by the City. MGC will provide the piping to connect to the hydrant designated by the City.



Thunderbird Reservoir Modifications
GMP Proposal
Page 2 of 2

- We have included a line item in the estimate to obtain a recommendation from a structural engineer and repair the cracks observed in the reservoir sidewalls.
- The recirculation system has been priced to install concrete runways with 316 SS guide angles, and 8" SCH 80 PVC discharge pipe as shown on the CH2M drawings. The pumps will be purchased and installed in a later phase of the project when adequate power is available.
- We assume any required special inspections will be provided by others.
- All insurance is included in accordance with the City of Peoria Job Order Contract.
- We assume the City will obtain and pay for any required permits.
- The installation of the new liner will take approximately 30 working days. Draining, cleaning, removal of the old liner and refilling will take another 20 days. We have attached a schedule to the proposal indicating the required construction time.

The items listed below are for completion of the Recirculation system along with improvements to the Chlorination system. Given the time constraints on the project that requires it to be completed during the winter shutdown this work will fall outside the current project but has been included for budget planning purposes.

- Completion of the recirculation system including furnishing and installing the pumps.
- Improvements to the chlorination system including a new FRP enclosure and replacement of the existing chlorination equipment. A concrete slab has been included for the enclosure.
- We have included an allowance of \$100,000.00 to obtain a new 480 volt service from APS.
- An allowance for engineering of \$106,412.00. This is for design of the new electrical service, chlorine system modifications.

Thank you for the opportunity to be of service, if you have any questions please do not hesitate to call.

Sincerely,

Randy L. Gates
President

Proposal.

MGC CONTRACTORS, INC.

Job Code: 15622-D

Description: Glendale Thunderbird Reservoir Relining GMP

Proposal						
Pay Item No.	Description		Quantity	Unit of Measure	Unit Price	Total Price
	Subtotal Description					
1	PRECONSTRUCTION SERVICES		1.00	LS	18,000.00	18,000.00
2	RELINING RESERVOIR		1.00	LS	838,000.00	838,000.00
10	RESERVOIR WALL CRACK REPAIR		1.00	LS	18,000.00	18,000.00
3	RECIRCULATION SYSTEM ALLOWANCE		1.00	LS	170,000.00	170,000.00
9	ROOF PANEL ALLOWANCE		1.00	LS	20,000.00	20,000.00
6	GENERAL ALLOWANCE		1.00	LS	65,000.00	65,000.00
8	ENGINEERING ALLOWANCE		1.00	LS	106,412.00	106,412.00
3	RECIRCULATION PUMP ALLOWANCE		1.00	LS	63,000.00	63,000.00
4	CHLORINATION SYSTEM ALLOWANCE		1.00	LS	56,000.00	56,000.00
7	APS SERVICE ALLOWANCE		1.00	LS	100,000.00	100,000.00
					Subtotal:	1,454,412.00
GRAND TOTAL:						1,454,412.00

Estimate Summary
MGC CONTRACTORS, INC.
Job Code:15622-D
Description:Glendale Thunderbird Reservoir Relining GMP

From Cost Item: 1

To Cost Item: 0.6

CBS		Cost Item						
Position Code	Quantity UM	Description	Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1	1.00 LS	PRECONSTRUCTION SERVICES	10.00	0.10	Detail	U.S. Dollar	15,961.22	15,961.22
1.1	1.00 LS	Precon Services	10.00	0.10	Detail	U.S. Dollar	15,961.22	15,961.22
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
LZPM	Project Manager		0.50 Each	U.S. Dollar	94.93	3,797.34		
LZPS	Project Superintendent		0.50 Each	U.S. Dollar	72.66	2,906.32		
LZPE	Project Engineer		0.50 Each	U.S. Dollar	58.53	2,341.34		
LEST	Mid Level Estimator		1.00 Each	U.S. Dollar	46.89	3,751.42		
ELPU	PICKUP		2.00 Each	U.S. Dollar	19.78	3,164.80		
2	1.00 LS	RELINE RESERVOIR	82.00	0.01	Detail	U.S. Dollar	661,687.06	661,687.06
2.1	1.00 LS	Buyout	0.00	0.00	Detail	U.S. Dollar	463,750.00	463,750.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
ULINE	Liner Sub		125,000.00 SF	U.S. Dollar	3.71	463,750.00		
2.2	10.00 Week	Supervision, Equipment, and Support of Liner Sub	50.00	0.20	Detail	U.S. Dollar	9,922.66	99,226.62
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
LZP4	Pipe Foreman		1.00 Each	U.S. Dollar	53.64	21,455.68		
ELPU	PICKUP		0.60 Each	U.S. Dollar	19.78	4,747.20		
ESMTOOLS	SMALL TOOLS		1.00 Each	U.S. Dollar	5.00	2,000.00		
UELECT	ELECT SUB		10,000.00 Lump Sum	U.S. Dollar	1.00	10,000.00		
MSAFETY	Safety Equipment		0.00 Each	U.S. Dollar	9.50	3,040.00		
MISC	Blower		5,000.00 Lump Sum	U.S. Dollar	1.00	5,000.00		
LL2	Lab Grp 2		1.00 Each	U.S. Dollar	31.63	12,652.80		
Notes: includes 2 laborers to manage traffic in and around the reservoir. he will assist trucks entering and leaving the site and handle barricades and keeping hikers clear of construction activities.								
2.3	1.00 LS	R & R Roof panels for access	1.50	0.67	Detail	U.S. Dollar	2,960.41	2,960.41
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
MECHACCS	MECH ACCS		1,200.00 Lump Sum	U.S. Dollar	1.00	1,200.00		
2.4	1.00 LS	Remove and replace Solar Bee	1.50	0.67	Detail	U.S. Dollar	2,060.41	2,060.41
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
MECHACCS	MECH ACCS		300.00 Lump Sum	U.S. Dollar	1.00	300.00		
2.5	1.00 LS	Drain and clean	10.00	0.10	Detail	U.S. Dollar	17,544.32	17,544.32
2.5.1	960,000.00 Gallon	pump out last 3'	5.00	192,000.00	Detail	U.S. Dollar	0.01	6,890.56
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
LL2	Lab Grp 2		2.00 Each	U.S. Dollar	31.63	2,530.56		
RMHURRIC	HURRICANE PUMP		2.00 Each	U.S. Dollar	29.50	2,360.00		
MPIPACCS	PIPE ACCS		2,000.00 Lump Sum	U.S. Dollar	1.00	2,000.00		
2.5.2	1.00 LS	clean silt from floor	5.00	0.20	Detail	U.S. Dollar	10,653.76	10,653.76
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
LL2	Lab Grp 2		4.00 Each	U.S. Dollar	31.63	5,061.12		
UDUMP	DUMP FEES		1,500.00 Lump Sum	U.S. Dollar	1.00	1,500.00		
2.6	1,300.00 LF	Install safety cable around top of slope	2.00	650.00	Detail	U.S. Dollar	4.11	5,347.22
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		
MECHACCS	MECH ACCS		3,000.00 Lump Sum	U.S. Dollar	1.00	3,000.00		
2.7	1.00 LS	Install and remove pipe plugs	4.00	0.25	Detail	U.S. Dollar	13,394.44	13,394.44
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost		

Estimate Summary
MGC CONTRACTORS, INC.
Job Code:15622-D
Description:Glendale Thunderbird Reservoir Relining GMP

From Cost Item: 1

To Cost Item: 0.6

CBS		Cost Item						
Position Code	Quantity UM	Description	Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
MPIPEPLUG		Rental of pipe plugs	9.00	Month		U.S. Dollar	600.00	5,400.00
UDIVE		Diving Subcontractor	1.00	Each		U.S. Dollar	150.00	2,400.00
MPIPACCS		PIPE ACCS	900.00	Lump Sum		U.S. Dollar	1.00	900.00

Notes: Includes the rental of 1-42", 2-30" inflatable plugs. Plugs must be installed as soo as reservoir is drained and must remain in until after hydro test is completed. removal will be by divers.

2.8	121,135.00 SF	Remove existing liner	8.00	15,141.88	Detail	U.S. Dollar	0.37	45,128.65
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
LL2	Lab Grp 2		4.00 Each	U.S. Dollar	31.63	8,097.79
UDUMP	DUMP FEES		15,000.00 Lump Sum	U.S. Dollar	1.00	15,000.00
MECHACCS	MECH ACCS		4,000.00 Lump Sum	U.S. Dollar	1.00	4,000.00

Notes: the existing hypoton weighs .4 pounds per square foot. total weight will be 50,000 pounds. a 14,000 SF roof will weigh 5,600 pounds. assume we roll up each bay between columns the avg. roll will be 30' wide by 300' long or 8,400 SF or 3,360 pounds.

Vulcan on 115av & Indian school will take it as long as it's clean & dry there Dump fees are \$90 A ton. One truck should haul 30 tons a day at \$750 A day

2.9	1.00 LS	Inspect and patch floor	3.00	0.33	Detail	U.S. Dollar	6,262.74	6,262.74
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
LF	Finisher		2.00 Each	U.S. Dollar	35.03	1,681.24
LL2	Lab Grp 2		3.00 Each	U.S. Dollar	31.63	2,277.50
MFMACCS	FORM ACCS		600.00 Lump Sum	U.S. Dollar	1.00	600.00
ES160CPS	COMPRESSOR/JH		2.00 Each	U.S. Dollar	35.50	1,704.00

2.10	1.00 LS	Fill, Disinfect and Test	2.00	0.50	Detail	U.S. Dollar	6,012.22	6,012.22
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
UCL	REs C12 Sub		5,000.00 Each	U.S. Dollar	1.00	5,000.00
LL2	Lab Grp 2		2.00 Each	U.S. Dollar	31.63	1,012.22

3	1.00 LS	RESERVOIR WALL CRACK REPAIR	5.00	0.20	Detail	U.S. Dollar	12,332.63	12,332.63
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3.1	1.00 LS	Buyout	0.00	0.00	Detail	U.S. Dollar	5,000.00	5,000.00
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
UENG	Structural Engineering		5,000.00 LS	U.S. Dollar	1.00	5,000.00

3.2	90.00 SF	Repair Cracked and Spawled Areas	5.00	18.00	Detail	U.S. Dollar	81.47	7,332.63
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
LF	Finisher		2.00 Each	U.S. Dollar	35.03	2,802.07
LL2	Lab Grp 2		2.00 Each	U.S. Dollar	31.63	2,530.56
MFMACCS	FORM ACCS		2,000.00 Lump Sum	U.S. Dollar	1.00	2,000.00

Notes: The cracks will be repaired by a combination of epoxy injection and chipping or routing out the area and patching back with nonshrink epoxy grout.

4	1.00 LS	RECIRCULATION SYSTEM ALLOWANCE	17.00	0.06	Detail	U.S. Dollar	111,516.14	111,516.14
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4.1	1.00 LS	Buyout	0.00	0.00	Detail	U.S. Dollar	79,228.00	79,228.00
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
MDIP	DIP BUY		68,228.00 Lump Sum	U.S. Dollar	1.00	68,228.00
METALS	METALS BUY		11,000.00 Lump Sum	U.S. Dollar	1.00	11,000.00

4.2	1.00 LS	place concrete pump bases	3.00	0.33	Detail	U.S. Dollar	8,950.01	8,950.01
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
MFMACCS	FORM ACCS		300.00 Lump Sum	U.S. Dollar	1.00	300.00
M4CONC	4000#CONC		13.20 Cubic Yard	U.S. Dollar	79.00	1,042.80
UREBAR	REBAR INSTALLED PER CY		12.00 Cubic Yard	U.S. Dollar	120.00	1,440.00
LZC4	Concrete Foreman		1.00 Each	U.S. Dollar	56.89	1,365.39

4.3	1.00 LS	Install 316 ss guide angles	2.00	0.50	Detail	U.S. Dollar	3,505.45	3,505.45
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Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
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Estimate Summary
MGC CONTRACTORS, INC.
Job Code:15622-D
Description:Glendale Thunderbird Reservoir Relining GMP

From Cost Item: 1

To Cost Item: 0.6

CBS		Cost Item						
Position Code	Quantity UM	Description	Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
MECHACCS	MECH ACCS		300.00	Lump Sum		U.S. Dollar	1.00	300.00
LZP4	Pipe Foreman		1.00	Each		U.S. Dollar	53.64	858.23
4.4	1,130.00 LF	Install discharge supports and pipe	12.00	94.17	Detail	U.S. Dollar	17.55	19,832.68
Resource Code	Description	Hours	Quantity UM		Currency	Unit Cost	Total Cost	
MECHACCS	MECH ACCS		600.00	Lump Sum	U.S. Dollar	1.00	600.00	
LZP4	Pipe Foreman		1.00	Each	U.S. Dollar	53.64	5,149.36	
Notes: there are 152 supports for the 8" pvc pipe. assume the crew can install 20 per day or 8 days. pipe would follow at 100 lf/day								
5	1.00 LS	ROOF PANEL ALLOWNACE	0.00	0.00	Detail	U.S. Dollar	20,000.00	20,000.00
5.1	1.00 LS	Buyout	0.00	0.00	Detail	U.S. Dollar	20,000.00	20,000.00
Resource Code	Description	Hours	Quantity UM		Currency	Unit Cost	Total Cost	
UROOF	Roofing Subcontractor		20,000.00	LS	U.S. Dollar	1.00	20,000.00	
6	1.00 LS	GENERAL ALLOWANCE	0.00	0.00	Detail	U.S. Dollar	65,000.00	65,000.00
6.1	1.00 LS	Contingency	0.00	0.00	Detail	U.S. Dollar	65,000.00	65,000.00
Resource Code	Description	Hours	Quantity UM		Currency	Unit Cost	Total Cost	
SALLOW	Allowance		65,000.00	LS	U.S. Dollar	1.00	65,000.00	
7	1.00 LS	ENGINEERING ALLOWANCE	0.00	0.00	Detail	U.S. Dollar	106,412.00	106,412.00
7.1	1.00 LS	Allowance	0.00	0.00	Detail	U.S. Dollar	106,412.00	106,412.00
Resource Code	Description	Hours	Quantity UM		Currency	Unit Cost	Total Cost	
SALLOW	Allowance		106,412.00	LS	U.S. Dollar	1.00	106,412.00	
8	1.00 LS	RECIRCULATION PUMP ALLOWANCE	6.00	0.17	Detail	U.S. Dollar	58,116.34	58,116.34
8.1	1.00 LS	Buyout	0.00	0.00	Detail	U.S. Dollar	48,000.00	48,000.00
Resource Code	Description	Hours	Quantity UM		Currency	Unit Cost	Total Cost	
MDIP	DIP BUY		15,000.00	Lump Sum	U.S. Dollar	1.00	15,000.00	
MPUMPS	Purchase Pumps		13,000.00	LS	U.S. Dollar	1.00	13,000.00	
UELECT	ELECT SUB		20,000.00	Lump Sum	U.S. Dollar	1.00	20,000.00	
8.2	1.00 LS	Install pumps and risers to discharge	6.00	0.17	Detail	U.S. Dollar	10,116.34	10,116.34
Resource Code	Description	Hours	Quantity UM		Currency	Unit Cost	Total Cost	
MECHACCS	MECH ACCS		500.00	Lump Sum	U.S. Dollar	1.00	500.00	
LZP4	Pipe Foreman		1.00	Each	U.S. Dollar	53.64	2,574.68	
9	1.00 LS	CHLORINATION SYSTEM ALLOWANCE	7.50	0.13	Detail	U.S. Dollar	36,897.16	36,897.16
9.1	1.00 LS	Buyout	0.00	0.00	Detail	U.S. Dollar	22,000.00	22,000.00
Resource Code	Description	Hours	Quantity UM		Currency	Unit Cost	Total Cost	
MCHLSYS	Chlorine System		10,000.00	LS	U.S. Dollar	1.00	10,000.00	
MFRPENCL	FRP Enclosure		12,000.00	LS	U.S. Dollar	1.00	12,000.00	
9.2	1.00 LS	Slab for enclosure	2.50	0.40	Detail	U.S. Dollar	5,029.11	5,029.11
Resource Code	Description	Hours	Quantity UM		Currency	Unit Cost	Total Cost	
MACONC	4000#CONC		4.40	Cubic Yard	U.S. Dollar	79.00	347.60	
MFMACCS	FORM ACCS		200.00	Lump Sum	U.S. Dollar	1.00	200.00	
UREBAR	REBAR INSTALLED PER CY		4.00	Cubic Yard	U.S. Dollar	120.00	480.00	
9.3	1.00 LS	Install Chlorine System	5.00	0.20	Detail	U.S. Dollar	9,868.05	9,868.05
Resource Code	Description	Hours	Quantity UM		Currency	Unit Cost	Total Cost	
MDIP	DIP BUY		3,000.00	Lump Sum	U.S. Dollar	1.00	3,000.00	
MPIPACCS	PIPE ACCS		1,000.00	Lump Sum	U.S. Dollar	1.00	1,000.00	

Estimate Summary
 MGC CONTRACTORS, INC.
 Job Code:15622-D
 Description:Glendale Thunderbird Reservoir Relining GMP

From Cost Item: 1

To Cost Item: 0.6

CBS		Cost Item						
Position Code	Quantity UM	Description	Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
10	1.00 LS	APS SERVICE ALLOWANCE	0.00	0.00	Detail	U.S. Dollar	100,000.00	100,000.00
10.1	1.00 LS	Allowance	0.00	0.00	Detail	U.S. Dollar	100,000.00	100,000.00
Resource Code	Description	Hours	Quantity UM		Currency		Unit Cost	Total Cost
SALLOW	Allowance		100,000.00 LS		U.S. Dollar		1.00	100,000.00
0.2	1.00 Lump Sum	Prime Bond	0.00	0.00	Detail	U.S. Dollar		12,381.62
0.3	1.00 Lump Sum	General Expense	0.00	0.00	Detail	U.S. Dollar		58,680.00
0.4	1.00 Lump Sum	Safety	0.00	0.00	Detail	U.S. Dollar		4,076.61
0.5	1.00 Lump Sum	Sales Tax	0.00	0.00	Detail	U.S. Dollar		82,086.70
0.6	1.00 Lump Sum	Sales Tax Deduct	0.00	0.00	Detail	U.S. Dollar		(26,167.09)
Resource Code	Description	Hours	Quantity UM		Currency		Unit Cost	Total Cost
SGLENST	Glendale ST Ded		-463,750.00 Lump Sum		U.S. Dollar		0.06	(26,167.09)

Category	Total
Labor	179,763.45
Owned Equipment	64,324.50
Rented Equipment	13,770.80
Allowances	245,244.91
Materials	166,358.40
Subcontract	542,170.00
Bond	94,468.32
General Conditions	12,880.00
Overhead and Profit	135,431.62
Total	1,454,412



Legislation Description

File #: 15-695, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH EUROFINS EATON ANALYTICAL, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR LABORATORY TESTING SERVICES

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Eurofins Eaton Analytical, Inc., (Eurofins) for laboratory testing services and approve expenditure of funds in an amount not to exceed \$360,000 (\$120,000 for the initial two-year period and \$60,000 annually for the remaining contract term of four years). This cooperative purchase is available through an agreement between the City of Tempe and Eurofins, contract WUD15-113-03, and is effective through September 17, 2017.

Background

The Water Services Department provides safe and reliable water and wastewater services for City of Glendale residents and businesses. To provide this level of service and assure compliance to Federal and Arizona environmental permits, the Water Quality division collects water, wastewater, and storm water samples at various locations in Glendale for testing. While ninety-five percent of this testing is performed in-house at a city facility, it is more economical to have some of the analysis performed by an outside laboratory. This contracted testing is performed on an as needed basis.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On September 17, 2015, the City of Tempe, Arizona entered into an agreement for laboratory testing services for water, wastewater, solid waste and other projects (contract WUD15-113-03). Contract WUD15-113-03 permits its cooperative use by other governmental agencies. The City of Glendale Materials Management and the City Attorney offices have reviewed and approved the utilization of the agreement from the City of Tempe for the defined services, and concur the cooperative purchase is in the best interest of the City.

This action will authorize the Acting City Manager to enter into a linking agreement with Eurofins for services

and approve expenditure of funds for an amount not to exceed \$360,000 over the term of the agreement.

Community Benefit/Public Involvement

Laboratory testing is essential to providing treated water and treatment of wastewater and storm water that meets all federal, state and local regulations. Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services.

Budget and Financial Impacts

Funding is available in the Water Services FY2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed \$360,000 over the entire term of this agreement at \$60,000/year.

Cost	Fund-Department-Account
\$60,000	2360-17420-518200, Water Quality

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EUROFINS EATON ANALYTICAL, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Eurofins Eaton Analytical, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 17, 2015, under the S.A.V.E Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Water, Wastewater Laboratory Services Contract, Contract No. WUD15-113-03, which is attached hereto as Exhibit A. The Water, Wastewater Laboratory Services Contract permits its cooperative use by other governmental agencies including the City. The Water, Wastewater Laboratory Services Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was September 17, 2015, until the date the contract expires on September 17, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original

contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond September 17, 2021. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until September 17, 2017. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on September 17, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred sixty thousand dollars (\$360,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

Eurofins Eaton Analytical, Inc.
c/o Brad Cahoon
750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016

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

“City”

City of Glendale, an Arizona
municipal corporation

By:

Richard A. Bowers
Acting City Manager

“Contractor”

Eurofins Eaton Analytical, Inc.,
a Delaware corporation

By:



Name: Dennis J. Leeke
Title: President

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EUROFINS EATON ANALYTICAL, INC.**

EXHIBIT A

City of Tempe - Water, Wastewater Laboratory Services Contract, Contract No. WUD15-113-03

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 15-113

RFP ISSUE DATE: 05/05/2015

Commodity Code(s): 036-23

PROCUREMENT DESCRIPTION: Water, Wastewater Laboratory Services

PROPOSAL DUE DATE/TIME: Thursday, June 4, 2015, 3:00 P.M. Local Time
Late proposals will not be considered.

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Friday, May 22, 2015, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings , CPPB E-mail: Ted_stallings@tempe.gov Phone No: 480.350.8617
Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page www.tempe.gov/procurement and at the Procurement Office reception counter.

A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene
Michael Greene, C.P.M.
Central Services Administrator

Vendor's Offer
Form 201-B (RFP)
"Return this Section with your Response"

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: <u> Eurofins Eaton Analytical, Inc. </u>	
Company Mailing Address: <u> 750 Royal Oaks Drive, Suite 100 </u>	
City: <u> Monrovia </u>	State: <u> CA </u> Zip: <u> 91016 </u>
Contact Person: <u> Brad Cahoon </u>	Title: <u> Account Associate </u>
Phone No.: <u> (602) 524-0423 </u>	FAX: <u> (626) 386-1101 </u> E-mail: <u> BradleyCahoon@eurofinsus.com </u>
<u>Company Tax Information:</u>	
Arizona Transaction Privilege (Sales) Tax No.: _____ or	
Arizona Use Tax No.: <u> Arizona State License number: 20862115-M </u>	
Federal I.D. No.: <u> 46-0565341 </u>	
City & State Where Sales Tax is Paid: <u> Monrovia </u> , <u> California </u>	
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____	

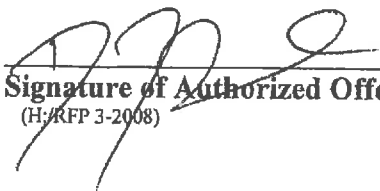
THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Dennis Leeke

Title of Authorized Individual (TYPE OR PRINT IN INK) President

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.



Signature of Authorized Offeror
(H:/RFP 3-2008)

 6/2/2015
Date

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**
 - A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form 201-B (RFP).
 - B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
 - C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
 - D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
 - E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.
2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.
8. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (<http://documents.tempe.gov/sirepub/web>).

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on the City Clerks web site at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and website for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
 - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.
21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.
22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and 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 Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
 - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
 - B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
 - i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
 - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.
 - C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
 - D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
 - E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- 17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
- i) 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.
 - ii) Late performance by a subcontractor.
- C. 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 of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated 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 Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. 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 prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (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 replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** 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, at its sole expense.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this 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.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a 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 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, shall not release the Contractor from any responsibilities or obligations imposed by the 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.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **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.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for 160 days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of two (2) years each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.
7. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twenty-four (24) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twenty-four (24) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

- C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
8. **Multiple Awards:** The City has a large number and variety of potential customer departments. 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 Offeror.
9. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
10. **Insurance:**
- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.
- A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.
- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.
- i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:
- a. **Commercial General Liability**
- Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, 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 officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of 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 services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term. 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 by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver. The policies, including 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 work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- I. **Certificates of Insurance.** Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. **Copies of Policies.** The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or 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.
11. **Contractor's Pollution Liability:** Contractor's pollution liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the Contractor as specified in the Contract's scope of work and which shall include:
 - i. Bodily injury sickness, disease, death, mental anguish or shock;
 - ii. Property damage, including physical injury, to or destruction of property Including loss of use, clean up costs, and loss of use of property not physically injured nor destroyed; and
 - iii. Defense costs, including charges and expenses for investigation and claims adjustment.
 12. **Payments:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of itemized invoices, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
 13. **Contract Submittal:** Offeror is to furnish a copy of its proposed contract with its proposal response. Contractual considerations are an important evaluation factor and will be considered in making an award decision. Any proposed contract should be tailored to the specific requirements of the City's Request For Proposal and overall conformity with the City's Request for Proposal requirements. The failure of an Offeror to reach an acceptable contract to the satisfaction of the City will result in proposal rejection.
 14. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the Contractor.

15. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.

16. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this Contract and updated every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.
17. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when providing services under resulting contract(s). Monitoring of safer work performance will be performed by City staff.
18. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

Scope of Work

The City of Tempe is issuing this Request for Proposal (RFP) to establish contracts for analytical testing of water, wastewater, solid wastes, and special projects for: nutrients, biologicals, metals, non-metals, organics, and radio chemicals with qualified licensed environmental laboratories. The term of any resulting contract shall be for two (2) year with an opportunity to renew for an additional four (4) years as provided for within the Special Terms and Conditions Section of this Request for Proposal (RFP). Renewals shall be executed when contractor has provided high quality service with demonstrated cost containment efforts.

Multi-Agency Procurement

The following agencies have expressed their intent to purchase from resulting contract. Any and all S.A.V.E members may also purchase from resulting contract.

Agency Name

- City of Avondale
- City of Mesa
- City of Scottsdale
- City of Tempe
- City of Tolleson
- Town of Gilbert

All agencies named in this RFP hereafter referred to as “Agency or Agencies”.

Multiple Awards

Multiple awards will be made to ensure that any ensuing contracts allow the city to fulfill current and future requirements.

Minimum Requirements

To be considered for award, a Proposer shall meet or exceed each of the following minimum requirements. Failure to meet a requirement may result in the disqualification of the proposal and consequently the proposal will not be considered for award.

- Firm, including any sub-contracted laboratory must have current Arizona Department of Health Services (ADHS) Licensure for each test parameter offered and/or performed in response to the RFP.
- Firm, including any sub-contracted laboratory, must maintain throughout the term of the agreement, ADHS licensure for each test parameter offered or performed in response to the RFP.
- Firm, including any sub-contracted laboratory must operate in compliance with A.R.S. 36-495.
- Firm must have acceptable water pollution (WP), water supply (WS), and/or EPA QC proficiency results.
- Firm must have a Quality Assurance/Quality Control Plan.

RFP Communications/Inquiries

Upon release of this RFP, all communications shall be directed in writing via Email to the Procurement Officer listed below. No other agency official or employee is empowered to speak for the City with respect to this procurement. Unauthorized contact with any employee of any department within the City of Tempe may result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding on the City. All e-mail must contain the RFP number in the subject line.

Contact the following individual for clarification of this RFP:

Ted Stallings
Procurement Officer
Tempe Procurement Office
ted_stallings@tempe.gov

Confidentiality

Unless receiving consent from the City Procurement Office, Proposer shall not disclose, sell or disseminate any data or information obtained in connection with this RFP and resulting contract.

Ownership of City data/information – All City data/information shall remain the property of the City. City data/information shall not be otherwise used, disclosed, sold, assigned, leased, or provided or commercially exploited by or on behalf of the Proposer and its personnel, including, without limitation, employees, officers, agents, subcontractors, invitees, third party vendors, or assigns (collectively, “Proposer”), to any third party in any respect without City written consent.

Economy of Proposal

Proposals should be prepared simply and economically, providing straightforward and concise description of the Proposers capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representation beyond that sufficient to present a complete and effective proposal are neither required nor desired.

Background

The Safe Drinking Water Act (SDWA), Hazardous waste (RCRA), National Pollutant Discharge Elimination System (NPDES) permits, Aquifer Protection Permit (APP) and Industrial Pretreatment Program (IPP) require the City of Tempe to perform a multitude of analytical tests to insure compliance with Federal, State, and Local regulations. The complexity of testing, specialized equipment requirements and sampling requirements are continually increasing.

Analyses required must conform to all NPDES, APP, RCRA, SDWA, Clean Water Act (CWA), Clean Air Act (CAA), or other State and/or Federal mandated requirements. Laboratories performing such tests must meet and adhere to Arizona Department of Health Services (ADHS) Laboratory Licensure requirements as defined under Chapter 4.3 of Title 36 of the Arizona Revised Statutes.

Future Needs and Requirements

The City recognizes that do to regulatory and statute changes and requirements, as well as needs of each agency that it may need necessary to add new or changes services to resulting contract(s). Therefore City reserves the right to add new services and products to the contract. Such services and services added to the resulting contract(s) should be at the same pricing methodology/discounts as the services and products already on contract. This section will also apply to future UCMR studies that do not have a final approved list of testing. Participating agencies may also amend any participating agreement(s) as necessary.

Services To Be Provided

The Contractor shall conduct environmental testing and analysis as requested by the City for purposes of compliance with the National Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Hazardous waste, State Aquifer Protection Permits, Reuse Permits, Industrial Pretreatment Program and special projects. Additionally, the EPA requires the City to participate in Unregulated Contaminant Monitoring Rules, with future revisions expected. (UCMR); while future constituents of the UCMR studies won't be known until they are issued, the licensing, reporting and penalty requirements should still be standard with the other testing within the contract. The Contractor must be certified by the EPA to perform UCMR testing. If there is no Contracted Lab certified under the EPA to perform UCMR testing, the City reserves the right to use a laboratory off contract due to EPA requiring the use of a certified UCMR laboratory. The Contractor shall, to the satisfaction of the Water Utilities Department and Procurement Office, provide the following services as specified below:

Sample Containers

The Contractor shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. Reagent grade preservatives shall be added to the appropriate sampling container by the laboratory prior to field sampling. Sample containers shall be pre-labeled identifying the analyses types requested and preservatives used. The sample label information provided by the City will correspond to information contained in the chain of custody forms and shall include: the Contractor name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. The contractor shall supply any necessary trip blanks. The contractor shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

Chain of Custody

The Contractor shall provide chain of custody forms and chain of custody seals for bottles and coolers. The City of Tempe will provide its own chain of custody forms for all pretreatment, storm water, groundwater, hazardous waste, and other samples generated by the Environmental Services Section. One chain of custody form shall accompany each sample set sent to the laboratory. A copy of the completed chain of custody for each sample set shall be included with each individual analyses report. The Contractor and any and all city approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in August, 1991, and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

Transportation

The Contractor shall provide for delivery of sample sets and pickup of field samples to and from the City. Field samples shall be picked up as needed, but generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall pick up most samples within six (6) hours of the City's request. Fecal coliform samples shall be picked up within two (2) hours of the City's request. The Contractor shall deliver sample bottles no later than forty-eight (48) hours after the City's request. The Contractor shall provide all necessary shipping containers.

Sample Control

Any sample or trip blank received by the laboratory in unacceptable condition, or rendered unacceptable for analyses while in the possession of the laboratory, shall be reported to the appropriate City Project Manager or their designee within forty-eight (48) hours of loss of sample.

The City reserves the right to recover cost of re-sampling due to Contractor error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to the Contractor at the rate of the City's cost plus standard overhead cost or \$100, whichever is greater. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

If the Contractor chooses to subcontract out analysis to another laboratory, it is the contractor's responsibility to ensure that the subcontracted laboratory is licensed by ADHS as defined under Chapter 4.3 of Title 36 of the Arizona Revised Statutes for the analytes requested. The City reserves the right to recover cost of re-sampling due to Contractor's failure to ensure the subcontractor is properly licensed by ADHS. The laboratory shall be billed to the Contractor at the rate of the City's cost plus standard overhead cost or \$100, whichever is greater.

Laboratory Services and Analytical Requirements

All analyses must use current and future federal and Arizona Department of Health Services (ADHS) approved test methods for 1) drinking water, 2) hazardous waste, 3) wastewater, 4) solid waste and 5) air and stack parameters (40CFR136, SW-846 and R18-11-111 analytical methods). The Contractor must meet detection limits required by Local, State, and Federal regulations. The Contractor shall submit a copy of their Quality Assurance/Quality Control (QA/QC) manual along with the bid. The City reserves the right to request and be given copies of subcontractor(s)'s QA/QC manuals within three working days. The Contractor and subcontractor manual(s) must provide, at a minimum, details on the Contractor's and subcontractor's procedures concerning:

- sample preservation, holding times, and sample containers used
- chain of custody procedures sample receipt and tracking
- review and reporting of results
- laboratory record keeping procedures
- organizational chart of laboratory management
- maintenance and calibration of instruments
- use of standard reference materials in analysis
- internal QC program
- corrective action of QC problems
- determination of method detection limits (Refer to 40 CFR 136, Appendix B, as revised)
- Minimum Reporting Levels (MRL)
- sample bottle preparation and QC testing program
- resumes of key laboratory personnel
- list of parameters for which they hold ADHS license and certification
- describe use of and procedures for data flags/qualifiers

Quality control tests and checks for precision, accuracy and control of method will be conducted as defined by EPA approved methods. The Contractor and any subcontractors shall use City of Tempe samples designated for QC for duplicate, trip blank, and matrix spike purposes. Upon effective date of the contract, the City shall define the level of the report required.

A full description of any anticipated or realized problem areas shall be communicated to the City's Project Manager or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. Analytical or sample problems encountered subsequent to the analysis of any sample shall also be immediately communicated via telephone or fax to the City's Project Manager or designee, followed by written communication with the sample results. Results indicating exceedance of SDWA MCL's and/or triggers and/or NPDES/APP/Reuse Permit limits shall be immediately communicated via telephone or fax to the City Project Manager or designee, followed by written communication with the sample results. All verbal and written notification about results that are not final shall include designation as "preliminary" and documentation of QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by the City shall not be invoiced and paid under this Agreement.

Holding Times

The laboratory shall notify the appropriate City Project Manager or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The decision on analysis of such samples will be made upon notification. The City reserves the right to recover cost of re-sampling due to the Contractor failing to meet sample

holding times, provided that the Contractor has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where the Contractor will only be liable if the Contractor was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to the Contractor at the rate of the City's cost plus standard overhead cost or \$100, whichever is greater.

Written Reporting of Analysis Results

Hardcopy and electronic copy final reports for drinking water sample results shall be submitted to the appropriate City Project Manager or their designee within twenty (20) working days of laboratory receipt of each sample.

Hardcopy and electronic copy final reports for lakes, stormwater, wastewater, solid waste and hazardous waste sample results shall be submitted to the appropriate City Project Manager or their designee within fifteen (15) working days of laboratory receipt of each sample.

Hardcopy and electronic copy final reports for air sample results shall be submitted to the appropriate City Project Manager or their designee within five (5) working days of laboratory receipt of each sample. At times rush analysis of three (3) days and twenty-four (24) hours will be required.

The Contractor shall report all quality control tests and checks used to prepare each sample. This will include all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blanks, MS/MSD, reagent blank and trip blank results for each applicable constituent requested.

Each individual analysis report shall include the following:

- a. Cover letter, including all laboratory information i.e. Laboratory name, address, phone number, contact person, etc.
- b. Case Narrative, Explaining any corrective actions, any subcontractors, and/or any problems that may have occurred.
- c. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of analysis, analyst, and analysis method.
- d. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- e. Chain of custody as submitted, plus subcontractors chain of custody if applicable.
- f. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms in addition to the Contractor's standard reporting form.
- g. ADHS Lab Licensure number
- h. Agency sample identification number
- i. Analyst performing the analysis
- j. Date and Time of Analysis (to allow the City to check attainment of holding times)
- k. Unique Sample Number
- l. Report Date
- m. Report ID

The Contractor shall be responsible and liable for a written communication of any miscalculation or error in analytical results to the appropriate City Project Manager or their designee. The Contractor shall reissue, at their own expense, corrected hard copies and computer electronic copies as necessary. All reissued reports shall be labeled "revised" and include an explanation of the revision in the cover letter or case narrative. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results.

The City has the right to enforce penalties for late sample results. A three percent (3%) per day penalty per report may be charged to the Contractor for each calendar day that delivery of the written report(s) and/or electronic data exceed the

above specified delivery times. The Contractor will be held liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against the City of Tempe by the State or Federal government due to late submittal of analysis results that are the due to the Contractor exceeding the above specified delivery times shall be paid by the Contractor.

Electronic Transfer of Reporting Results

All laboratory results shall be issued electronically to the City of Tempe with the hard copy reports. The submittal of electronic data is not intended to be meant as a relief for the requirement of hard copy reports.

The data will be supplied in the choice of formats desired by the City of Tempe Environmental Services Section samples for analysis. This format shall include but is not limited to the following: Excel Text Delimited, and Access.

Verification that electronic data is not duplicated shall be completed by the laboratory. Either an electronic or hard copy list of sample reports issued shall be maintained for review by the City. This report shall include the Agency Chain of Custody ID Number (Agency ID), the laboratory accession number (Accession ID), and date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated. The applicable charge out rate will be used to calculate this charge. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the Contract Laboratory.

Record Keeping and Retention

The Contractor shall maintain documentation of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results for a minimum of ten (10) years. Bacteriological results must be maintained for five (5) years. The contractor shall provide a copy of any requested report within two (2) business days if requested by the City.

Upon request the Contractor shall provide raw and final data to the City. The Contractor can redact sample numbers, site names or any other information that is provided on the raw or final data belonging to another entity besides the City; however results allowing the confirmation of data should remain available.

If the laboratory can no longer maintain the data, the City reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.

Because of the potential for litigation involved with these samples, the Contractor shall retain all samples for at least 45 days after the postmarked date of final analysis report. These samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

The Contractor shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the City.

The Contractor shall maintain the integrity of the City samples at all times.

Project Manager

All correspondence dealing with issues related to work completed under this contract shall be directed to the appropriate City Project Manager or their designee.

These names and addresses of the City Project Managers will be announced at the time of contract award.

The Contractor shall provide a laboratory project manager to act as liaison to the City. This person must be designated and shall be responsible for all City work under this contract. The Project Manager shall be considered one of the Key Personnel as per the Special Terms and Conditions of this RFP. If the Project Manager is not available due to vacation or extended time away; a temporary contact should be named to handle urgent issues.

Contractor Capability and Capacity

During the term of this Contract, the Contractor shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. The Contractor and any and all subcontractors shall provide for access by City and State personnel and their authorized representatives to audit the lab to ensure the accuracy and precision of laboratory results related to the work performed.

State of Arizona Certification/Environmental Protection Agency Approvals

The Contractor and any and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. The Contractor shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA. The Contractor shall submit copies of such licenses and those of its sub-contractors with bid responses.

The Contractor shall provide copies of certification to the City upon execution of the contract and any renewal thereof. Contractor shall provide to the City notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

EPA/ADHS Quality Assurance/Quality Control

The Contractor and any and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. The most current proficiency results shall be submitted along with the bid. Additionally, the contractor shall provide copies of the last two (2) audit reports by ADHS or EPA and associated responses and resolution.

Proficiency Samples

The City may submit proficiency samples (blind, double blind, or otherwise) to the laboratory as part of the regular sampling and QC procedures.

The lab will be required to submit a QA/QC report on any deficiencies and the corrective action associated with the proficiency samples on an individual sampling period basis.

The laboratory may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the laboratory to analyze and report results within acceptable QA/QC limits can result in cancellation of the contract.

The City shall, at different times, split samples with another lab.

Disposal

The contractor shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

Pre-award Audit and Interview

Prior to award, the City may choose to audit the Contractor's laboratory. The Contractor shall provide access by the City to audit the laboratory to ensure that the necessary capability, capacity, and quality assurance/quality control exists to provide the specified laboratory services. At this time, the City may hold an informal interview with laboratory staff members regarding policies and procedures. If a substantial problem, inconsistencies with stated equipment, procedures, or policies, or lack of infrastructure to meet the City's work load are found during this audit, the audit team may find the contractor non-responsive.

Multiple Analytical Methods

If an analyte can be tested by more than one method, include in the price list separate line items showing the price and reporting limit. For example:

- Metals can be analyzed by 200.7, 200.8, and 200.9
- Uranium can be analyzed by 200.8 and radiochemistry methods

Compliance with Laws

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the right of the parties, the performance of this Contract, and any dispute hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply, but so not require an amendment.

Sub-Contractor

A subcontractor is defined as a laboratory with a different ADHS license

Contractor will be fully responsible for all acts and omissions of any sub-contractor and of persons directly or indirectly employed by any sub-contractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of City to pay or see to the payment of any money due any sub-contractor, except as may be required by law.

Contractor will be fully responsible for all late reports and fees as a result of the sub-contractor laboratory inability to submit reports on time.

City of Tempe reserves the right to approve all sub-contractor(s). Contractors are responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured in addition on all required insurance documents.

Safety Standards

Precaution shall be exercised by the Contractor(s) at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all City of Tempe, Maricopa County, State of Arizona and Federal and State Occupational Safety and Health Acts (OSHA), and Standards and Regulations promulgated there under.

Cost/Price Proposal

PROPOSERS MUST USE THE RFP PROPOSAL PRICE SHEET PROVIDED BY THE CITY IN THE RFP DOCUMENTS. Failure to use the RFP Proposal Price Sheet provided by the City **WILL** be cause for rejection of a proposal. The exception to this would be future UCMR studies that do not have a final approved list of testing.

Rates shall be all inclusive, which include but is not limited to the following:

- All professional fees
- labor
- Fuel and travel costs
- Clerical and communications costs
- All materials and supplies, etc.
- Reporting

Any other “special” costs must be clearly identified and defined.

Invoicing

Invoice Number, Accession Number, Date of Invoice, Customer Number, City's ID, Project Name, Authorization Name, Project Number, Date Samples Received, Test Description with EPA Method, Quantity, Price, Surcharge, Test Total, and Remit Amount.

Individual hard copy laboratory reports shall include a separate invoice. This invoice shall include the following information:

Payment

City of Avondale will issue payment via check.

The Cities of Glendale, Tempe and Tolleson will issue payment via check or City Procurement Card.

The City of Scottsdale will issue payment via check.

The City of Mesa will issue payment via check but may issue via City Procurement Card in the near future.

Payment Process

Payment will be made after complete of milestone. Milestone payment schedule will be mutually determined by the City Procurement Officer and Contractors Contract/Project Manager prior to award of contract. Payment schedule will be based on deliverables and services.

The City will pay the awarded Contractor for each additional meeting or presentation(s) authorized and completed.

The City will pay the awarded Contractor in accordance with the awarded contract rates for any additional rate study services after authorized via contract modification issued by the Procurement Office.

Interviews/Presentations/Demonstration Process

The City, at its sole discretion, may ask any Proposer to make a presentation, in-person or electronically, without cost to the City. The City reserves the right to require any Proposer to demonstrate to the satisfaction of the City that the Proposer has the managerial, fiscal and technical abilities to provide the Utility Rate Study services proposed. The presentation must satisfy the City, and the City will be the sole judge of compliance.

You, as the Proposer, are cautioned not to assume that your organization will be asked to make a presentation and you should include all pertinent and required information in your original proposal package.

Proposal Questionnaires

Proposers are to be read and completely answer each question contain in the Proposal Questionnaire. Proposal Questionnaire will be used to determine which proposed business model is in the best interest of the City. The City is the sole judge as to determining what is in the best interest of the City.

Proposal Checklist for Submittals

“Return this Section with your Response”

Before submitting your proposal package, review the submittal requirements and ensure each section is included. Failure to include the required materials may preclude the evaluation team from considering your proposal.

Description	✓	By (initial)	City Use
One signed and complete original of the proposal response, including “Vendor’s – Proposal Offer” (Form 201-B).	✓	DJC	
Procurement Officer - Three (3) copy of complete original of the proposal response, including "Vendor's.	✓	DJC	
(1) New and unused USB Flash Drive containing a complete original of the proposal.	✓	DJC	
Proposal Questionnaire has been completed and included.	✓	DJC	
Proposal Questionnaire exhibit (if any)	✓	DJC	
Price Information completed and included (Must be submitted in Microsoft Excel Format).	✓	DJC	
Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).	✓	DJC	
Proposed Contract.	✓	DJC	

Submittal Guidelines

- All hard copies and USB Flash Drive copies must be indexed or tabbed in the manner prescribed below.
- All submittals are to be prepared on 8 1/2" X 11" paper and printed on one (1) side only.
- Submitted in an appropriately size tabbed binder as follows:
 - TAB A
 - Proposal Checklist For Submittals and Submittal Guidelines.
 - Vendor's Proposal Offer" (Form 201-B), Addendums.
 - Signed and Completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).
 - TAB B Proposal Questionnaire “A” completed and included.
 - TAB C Proposal Questionnaire exhibit(s). **Exhibits should place in this section in the order they appear in the proposal questionnaire.**
 - Firm’s Quality Assurance/Quality Control Plan.
 - Identify subcontractors and identify analytical tests for each.
 - Firm’s and identified sub-contractor(s) Arizona Department of Health Services (ADHS) or Environmental Protection Agency (EPA) Licensure.
 - Firm’s and identified sub-contractor(s) 2008 to present proficiency results inclusive of a copy of corrective action letter sent to ADHS in response to any performance deficiencies for the referenced timeframe.
 - Firm’s last two (2) audit reports by ADHS or EPA and associated responses and resolution.
 - Firm’s standard invoice form.
 - TAB D Price Information completed and included
 - TAB E - Provide copy of proposed contract with proposal response.
- Tabbing applies to all hard copies and USB’s

Proposers are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important.

Evaluation Criteria

Evaluation Process: Proposal responses will be evaluated through a two phase process as indicated below:

Phase One – Evaluation committee composed of City staff will review the responses and score them according to the criteria identified below.

Phase Two – After proposal responses have been scored, the evaluation committee will determine if any firms should be removed for non-susceptibility based on their overall score within the competitive range established. Those firms retained may be invited for interviews, negotiations, site visits, and Best and Final offers as determined at the sole discretion of the City.

The information and answers provided by firms through this submittal process will be used to evaluate proposals. In evaluating a firm’s overall experience and competence to perform the stated work, the City may rely on additional resources beyond the information provided by the firm.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

In evaluating a firm’s overall experience and qualifications to perform the stated work, the City may rely on additional resources beyond the information provided by the firm.

Award Criteria		Weight
1.	Firm’s Experience and Qualifications	15
2.	Ability to meet the Agency’s Needs and Response times	15
3.	References <ul style="list-style-type: none"> • Ability of references to demonstrate a level of competence in providing analysis and services under the RFP • Etc. 	15
5.	Pricing/Cost	45
5.	Interview (if required and applicable firms)	7
6.	Acceptance and Compliance of RFP Terms and Conditions.	7
7.	Overall response of RFP. <ul style="list-style-type: none"> • Did the vendor’s proposal provide all the necessary information requested in the RFP professional manner. • Did the vendor’s proposal cause doubt regarding its ability to complete the necessary services/tasks. • Was the vendor’s proposal easy to understand and did it provide answers to questions or create more questions • Etc. 	3

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

Outstanding	.	.	.	10
				9
Good	.	.	.	8
				7
				6
Average	.	.	.	5
				4
				3
Poor	.	.	.	2
				1
Not Addressed or Unacceptable				0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost Offer. The formula would be: $(\text{Lowest Priced Offer} / \text{Evaluated Firm's Price}) \times \text{Points Possible} = \text{Evaluation Points}$.

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | 6/1/2015

This addendum will modify and/or clarify:

Solicitation No.: | 15-113

and is

Addendum No. | 1

Procurement Description: | Water, Wastewater Laboratory Services

Changes should be made as follows:

The Bid Due Date/Time is hereby changed from Thursday, June 4, 2015 to Thursday, June 11, 2015, 3:00 PM Local Time.

RFP Modifications:

Revised Proposal Checklist for submittals (attachment A)

Proposal Questionnaire, Firm's Experience and Qualifications, Question Number 7 -

Submit your firm's and identified sub-contractor(s) 2008 to present proficiency results inclusive of a copy of corrective action letter sent to ADHS in response to any performance deficiencies for the referenced timeframe. **Response can be place in tab C.**

Replace with the following:

Submit your firm's and identified sub-contractor(s) May 1, 2013 to present proficiency results inclusive of a copy of corrective action letter sent to ADHS in response to any performance deficiencies for the referenced timeframe. **Response should be placed in tab C.**

Revised agency list

Agency Name

- City of Avondale
- City of Mesa
- City of Peoria
- City of Scottsdale
- City of Tempe
- City of Tolleson
- Town of Gilbert
- Salt River Project Agricultural Improvement and Power District

Questions to the RFP:

Question: Please clarify the total number of responses to be submitted.

Response: Firms are to submit one signed and complete original and three complete copies. Firms are to submit one USB flash drive containing a complete original of the proposal response.

Submittal guidelines apply to all.

Question: Page 23, Minimum Requirements – “ADHS Licensure for EACH parameter offered and/or performed”. Please clarify – is ADHS licensure required for every item on the bid list? Or only those items for which we are proposing?

Response: **Please provide for only those services being proposed.**

Question: Page 25, Paragraph 1 – “Contractor must be certified by the EPA to perform UCMR testing.” Some items listed are not UCMR parameters – is this required for a partial bid?

Response: **No**

Question: A "proposed contract" is mentioned a few times in the RFP. The RFP also states, "Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. Are we being requested to provide a contract different to the RFP, which along with the vendor offer will become the contract?"

Response: **The City prefers that the RFP terms and conditions govern any resulting contract(s), with that said the City understands that some firms may require the use of their own contract. Contracts that are submitted will be reviewed and scored based on the proposed terms and conditions.**

Question: We did not see mention what options the Offerors have for submitting pricing other than, "Offeror shall identify and price all items being proposed" (page 18, section 6, pricing). Does the Offeror have the option to propose line item by line item or by section, i.e. "A. drinking Water", "B. Wastewater"?

Response: **The City understands that firms may choose to bid all services. For those line items not being bid, please replace zero dollars with NB.**

Question: Standard Terms & Conditions, Indemnification Section 20, pg. 12 - We would like to clarify whether the chosen lab is to be responsible for the City's negligence when the City contributes to the harm caused.

Response: **The Lab will not be responsible when the agency is at fault.**

Question: Standard Terms & Conditions, Shipping Terms Section 46, pg. 17 - Would the City be amenable to adding a disclaimer that the lab is not responsible for risk of loss during transportation of the samples to the lab, unless picked up by a lab courier.

Response: **Yes**

Question: Page 25, Paragraph 1 – “Contractor must be certified by the EPA to perform UCMR testing.” Some items listed are not UCMR parameters – is this required for a partial bid?

Response: **No**

Question: Proposal Questionnaire - Mandatory Compliance. Does this requirement apply to all Yes/No questions in the Questionnaire or only to Mandatory Compliance section?

Response: **This requirement only pertains to questions in the mandatory compliance section.**

Proposal Price Sheet, Section A. Drinking Water.

Question: Page 26, Paragraph 2 – Sentences 3 and 4 appear contradictory (submit a copy of QA/QC manual with bid vs. the City reserves to the right to request a copy...) – please clarify whether a copy of the labs QA/QC Manual is required to be submitted with the bid.

Response: **Yes, the QA/QC manual must be submitted with firms response**

Question: Page 29, Paragraph 2/3 – The last sentence in P2 and the first sentence in P3 appear contradictory; please clarify, are copies of licenses to be included with the bid or provided upon execution of the contract?

Response: **A copy of the license must be included with your firms response.**

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Eurofins Eaton Analytical, Inc.
NAME OF COMPANY

750 Royal Oaks Drive, Suite 100
ADDRESS (or PO Box)

Monrovia CA 91016
CITY STATE ZIP

Dennis Leeke, President
BY NAME (please print) TITLE

626-386-1100
TELEPHONE


AUTHORIZED SIGNATURE

Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: WUD15-113-03

Eurofins Eaton Analytical Inc
 Attn: Brad Cahoon
 750 Royal Oaks Drive, Suite 100
 Monrovia CA 91016

Contract Period | 09/17/2015
 To
 09/18/2017

Phone: 602.524.0423

Vendor Number: 87000

Solicitation/Contract Requirements

This Contract Award Notice is issued for weeding services per the terms, conditions, specifications and requirements of **Solicitation # 15-113**. The contract shall remain in effect through 09/17/2017 unless extended, renewed or canceled per terms and conditions of **WUD15-113-03**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item	Parameter	Routine Cost	Method	Lab Doing Analysis
A	Drinking Water			
1	Microbiology			
	Total coliform			
	Multiple Tube	NB	SM 9223B	
	Membrane Filter	NB	-	
	Colilert	\$12.00	SM 9223	EEA
	Colisure	\$25.00	SM 9223B	EEA
	Presence-Absence	\$12.00	SM 9223	EEA
	Heterotrophic Plate Count	\$15.00	SM 9251B	EEA
	Escherichia Coli	\$12.00	SM 9223	EEA
	Fecal coliform	\$15.00	SM 9223	EEA
	Viruses	\$675.00	ICR 5/69	Legend
	Giardia and Cryptosporidium	\$450.00	EPA 1623	EEA
2	Sample prep for metals (explain reason(s) for prep and cost)*	\$10.00	EPA 200.2	EEA
*Required if turbidity is greater than 1 NTU. Cost is per sample.				
3	Inorganic Chemical and Physical Characteristics			
	Alkalinity	\$12.00	SM 2320B	EEA
	Asbestos	\$75.00	EPA 100.2	EEA
	Bromate	\$35.00	EPA 317	EEA
	Bromide	\$35.00	EPA 300.1	EEA
	Chloride	\$10.00	EPA 300.0	EEA

Chlorine	\$25.00	SM 4500CL-G	EEA
Chlorine Dioxide	\$15.00	SM 4500CLO2-D	EEA
Chlorite	\$35.00	EPA 300.1B	EEA
Chromium Hexavalent	\$50.00	EPA 218.6	EEA
Color	\$10.00	SM 2120B	EEA
Corrosivity	\$30.00	SM 2330B	EEA
Cyanide	\$30.00	SM 4500CN-F	EEA
Cyanide, Amenable	\$40.00	SM 4500CN-G	EEA
Fluoride	\$10.00	SM 4500F C	EEA
Hardness	\$15.00	SM 2340B	EEA
Methylene Blue Active Substances	\$35.00	SM 5540C	EEA
Nitrate	\$10.00	EPA 300.0A	EEA
Nitrite	\$10.00	EPA 300.0A	EEA
Ortho-Phosphate	\$15.00	SM 4500P-E	EEA
Ozone	NB	-	-
Perchlorate	\$50.00	EPA 314	EEA
pH	\$10.00	SM4500H-B	EEA
TDS	\$10.00	SM 2540C	EEA
Specific Conductance	\$10.00	SM 2510B	EEA
Sulfate	\$10.00	EPA 300.0A	EEA
TOC	\$25.00	SM 5310C	EEA
Turbidity	\$10.00	EPA 180.1	EEA
UV254	\$25.00	SM 5910B	EEA

4 Metals			
Metals (ICP)	\$6.00	EPA 200.7	EEA
Metals (ICP-MS)	\$6.00	EPA 200.8	EEA
Metals (GFAA) (list metals and price)	NB	-	-
Mercury	\$25.00	EPA 245.1	EEA

5 Organic Chemicals			
Total Trihalomethanes	\$45.00	EPA 524.2	EEA
Volatile Organics	\$70.00	EPA 524.2	EEA
Chlorinated Pesticides	\$90.00	EPA 505	EEA
PCB	W/ 505	EPA 505	EEA
Herbicides	\$90.00	EPA 515.4	EEA
EDB/ DBCP	\$50.00	EPA 551.1	EEA
Nitrogen and Phosphorus Pesticides	w/525.2	EPA 525.2	EEA
Base/Neutrals and Acids	\$200.00	EPA 525.2	EEA
Carbamates	\$90.00	EPA 531.2	EEA
Dioxins and Furans	\$200.00	EPA 1613	EEA
Glyphosate	\$90.00	EPA 547	EEA
Endothall	\$90.00	EPA 548	EEA
Diquat and Paraquat	\$90.00	EPA 549	EEA
PAH	w/525.2	-	-
DBPs and Chlorinated Solvents	\$100.00	EPA 524.2	EEA
HAAs	\$80.00	SM 6251B	EEA
Phthalate Esters and Adipates	w/525.2	EPA 525.2	EEA
Benzidines and Nitrogen Pesticides	w/525.2 or \$200 by 532	EPA 525.2 or EPA 532	EEA
Carbonyl Compounds	\$150.00	EPA 556	EEA
Chlorinated Acids	\$100.00	EPA 515.4	EEA

	NDMA	\$150.00	EPA 521	EEA
	Endocrine Disrupting Compounds	\$700.00	EEA 9609	EEA
	Pharmaceuticals and Personal Care Products	w/EDCs	EEA 9609	EEA
6	Radiochemistry			
	Gross Alpha	\$50.00	EPA 900.0	Radiation Safety
	Gross Beta	\$50.00	EPA 900.0	Radiation Safety
	Radium 226	\$80.00	EPA 903.1	Radiation Safety
	Radium 228	\$110.00	EPA 904.0	Radiation Safety
	Total Radium	\$175.00	EPA 903/904	Radiation Safety
	Cesium	NB	-	-
	Iodine	\$150.00	EPA 901.1	Radiation Safety
	Strontium	\$145.00	EPA 905.0	Radiation Safety
	Tritium	\$75.00	EPA 906.0	Radiation Safety
	Uranium	\$110.00	EPA 00-07	Radiation Safety
	Gamma Emitting Isotopes	\$150.00	EPA 901.1	Radiation Safety
7	Biological			
	Microscopic Particulate Analysis	\$150.00	EPA 1992	EEA
8	Other Drinking Water Methods			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	\$60.00	Various	EEA
	Radon 222	\$50.00	SM 7500RN	EEA
B	Wastewater			
1	Microbiology			
	Fecal Coliform			
	Multi Tube Fermentation	NB	-	-
	Membrane Filter	NB	-	-
	Quanti-Tray	NB	-	-
	Total Coliform			
	Multi Tube Fermentation	NB	-	-
	Membrane Filter	NB	-	-
	Quanti-Tray	NB	-	-
	Fecal Streptococcus			
	Multi Tube Fermentation	NB	-	-
	Membrane Filter	NB	-	-
	Escherichia coli by Colilert MPN	NB	-	-
	Escherichia coli (not for NPDES) in conjunction with SM 9221B and 9221 E	NB	-	-
	Viruses	NB	-	-
	Enteric Viruses	NB	-	-
	Giardia and Cryptosporidium	NB	-	-

	Platinum	NB	-	-
	Rhodium	NB	-	-
	Ruthenium	NB	-	-
	Titanium	NB	-	-
4	Aquatic Toxicity Bioassay			
	Toxicity, Acute	NB	-	-
	Toxicity, Chronic	NB	-	-
5	Organic Chemical			
	Volatile organics GC/MS	NB	-	-
	Acrolein and Acrylonitrile	NB	-	-
	Phenols	NB	-	-
	Benzidines	NB	-	-
	Phthalate Esters	NB	-	-
	Nitrosamines	NB	-	-
	Organochlorine Pesticides and PCBs	NB	-	-
	Nitroaromatics and Isophorone	NB	-	-
	PAH	NB	-	-
	Haloethers	NB	-	-
	Chlorinated Hydrocarbons	NB	-	-
	2,3,7,8,TCDD (Dioxin)	NB	-	-
	Tetra through Octa Chlorinated Dioxins and Furans	NB	-	-
	Triazine Pesticides	NB	-	-
	Base/Neutral and Acids (625 or 1625)	NB	-	-
	Carbamates and Urea Pesticides	NB	-	-
	TPH	NB	-	-
	Extractable Fuel Hydrocarbons (C10-C32)	NB	-	-
	Ethylene Glycol	NB	-	-
	Organophosphorus Pesticides	NB	-	-
6	Radio Chemistry			
	Gross Alpha	NB	-	-
	Gross Beta	NB	-	-
	Total Radium	NB	-	-
	Radium 226			
7	Other Wastewater Tests			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite,	NB	-	-
	O-Phosphate, Sulfate	NB	-	-
	1657	NB	-	-
	PCB's only	NB	-	-
C.	<u>Hazardous Waste</u>			
1	Microbiology			
	Total Coliforms	NB	-	-
	Multiple Tube Fermentation	NB	-	-
	Membrane Filter	NB	-	-
2	Hazardous Waste Characteristics			
	Corrosivity			
	pH determination	NB	-	-

	Corrosive to steel	NB	-	-
	Dermal	NB	-	-
	Ignitability	NB	-	-
	Reactivity	NB	-	-
3	Sample Extraction Procedures			
	Extraction procedure toxicity 1310A	NB	-	-
	TCLP 1311	NB	-	-
	1320	NB	-	-
	1330A	NB	-	-
	SPLP 1312	NB	-	-
	Specific conductance	NB	-	-
4	Sample Prep for Metals (explain reason(s) for prep and cost)	NB	-	-
5	Inorganic Chemical			
	Metals (ICP)	NB	-	-
	Metals (ICP-MS)	NB	-	-
	Metals (GFAA) (list metals and price)	NB	-	-
	Chromium Hexavalent	NB	-	-
	Mercury	NB	-	-
	White Phosphorus	NB	-	-
6	Sample Preparation and Extraction			
7	Sample Cleanup (explain reason(s) and cost)	Included in the price of the analysis		
8	Organics Chemicals (includes extraction)			
	EDB and DBCP	NB	-	-
	Nonhalogenated Volatile Organics	NB	-	-
	Volatile Organics	NB	-	-
	Organochlorine Pesticides	NB	-	-
	PCB's	NB	-	-
	PCB's in oil	NB	-	-
	PAH	NB	-	-
	Semivolatile	NB	-	-
9	Miscellaneous			
	Cyanide	NB	-	-
	TOX	NB	-	-
	Sulfides	NB	-	-
	Sulfate	NB	-	-
	pH	NB	-	-
	Specific Conductance	NB	-	-
	TOC	NB	-	-
	Phenolics	NB	-	-
	Oil and Grease	NB	-	-
	Nitrate	NB	-	-
	Nitrite	NB	-	-
	Chloride	NB	-	-
	Bromide	NB	-	-

	Fluoride	NB	-	-
	Paint filter	NB	-	-
	Ortho Phosphate	NB	-	-
10	Asbestos			
	Fiber Counting	NB	-	-
	Bulk Asbestos	NB	-	-
11	Radiochemical			
	Gross Alpha and Beta	NB	-	-
	Alpha-Emitting Radium Isotopes	NB	-	-
	Radium-228	NB	-	-
12	Other			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)	NB	-	-
D	<u>Air and Stack Parameters</u>			
1	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	NB	Normal 5 day TAT	
		NB	3 day Rush	
		NB	24 hour Rush	
E	<u>Miscellaneous - Other Related Services not Listed Above</u>			
	Algae Identification	\$75.00	Flow Cytometry	EEA
	Flash Point	NB	-	
	W/W 503 sludge	NB	-	
	MIB/Geosmin	\$175.00	SM 6040D	EEA
	NDMA	\$150.00	EPA 521	EEA
	Endocrine disruptors	\$700.00	EEA 9609	EEA

Discount off list price for supplies and services not referenced on price sheets. This includes the following:

Uniform charge and surcharge pricing for:

- Routine analyses for all parameters listed in the program tables.
- Rush analyses – 24 hour, 48 hour, 72 hours, and 7 day.
- Weekend and holiday analyses
- Emergency analyses

Discounts

0.00%
See surcharge below
75% surcharge
100% surcharge

Complete list price sheets will be required within 10 working days upon notification of award. Please add additional pages for multiple discounts.

20% off list


24 hour Rush	100% surcharge
48 hour Rush	75% surcharge
72 hour Rush	50% surcharge
7 day Rush	25% surcharge

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **WUD15-113-03**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Attn: Patty Hatvick**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Attn: Accounting** PO Box 5002, Tempe, Arizona 85280.


Ted Stallings, CPPB
 Procurement Officer
 480.350.8617


Michael Greene, C.P.M.
 Central Services Administrator

THIS IS NOT A PURCHASE ORDER.
 All terms and conditions of this Award Document are per the City's Solicitation Document

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EUROFINS EATON ANALYTICAL, INC.**

EXHIBIT B
Rate Sheet

Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: WUD15-113-03

Eurofins Eaton Analytical Inc
 Attn: Brad Cahoon
 750 Royal Oaks Drive, Suite 100
 Monrovia CA 91016

Contract Period | 09/17/2015
 To
 09/18/2017

Phone: 602.524.0423

Vendor Number: 87000

Solicitation/Contract Requirements

This Contract Award Notice is issued for weeding services per the terms, conditions, specifications and requirements of **Solicitation # 15-113**. The contract shall remain in effect through 09/17/2017 unless extended, renewed or canceled per terms and conditions of **WUD15-113-03**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item	Parameter	Routine Cost	Method	Lab Doing Analysis
A	<u>Drinking Water</u>			
1	Microbiology			
	Total coliform			
	Multiple Tube	NB	SM 9223B	
	Membrane Filter	NB	-	
	Colilert	\$12.00	SM 9223	EEA
	Colisure	\$25.00	SM 9223B	EEA
	Presence-Absence	\$12.00	SM 9223	EEA
	Heterotrophic Plate Count	\$15.00	SM 9251B	EEA
	Escherichia Coli	\$12.00	SM 9223	EEA
	Fecal coliform	\$15.00	SM 9223	EEA
	Viruses	\$675.00	ICR 5/69	Legend
	Giardia and Cryptosporidium	\$450.00	EPA 1623	EEA
2	Sample prep for metals (explain reason(s) for prep and cost)*	\$10.00	EPA 200.2	EEA
*Required if turbidity is greater than 1 NTU. Cost is per sample.				
3	Inorganic Chemical and Physical Characteristics			
	Alkalinity	\$12.00	SM 2320B	EEA
	Asbestos	\$75.00	EPA 100.2	EEA
	Bromate	\$35.00	EPA 317	EEA
	Bromide	\$35.00	EPA 300.1	EEA
	Chloride	\$10.00	EPA 300.0	EEA

Chlorine	\$25.00	SM 4500CL-G	EEA
Chlorine Dioxide	\$15.00	SM 4500CLO2-D	EEA
Chlorite	\$35.00	EPA 300.1B	EEA
Chromium Hexavalent	\$50.00	EPA 218.6	EEA
Color	\$10.00	SM 2120B	EEA
Corrosivity	\$30.00	SM 2330B	EEA
Cyanide	\$30.00	SM 4500CN-F	EEA
Cyanide, Amenable	\$40.00	SM 4500CN-G	EEA
Fluoride	\$10.00	SM 4500F C	EEA
Hardness	\$15.00	SM 2340B	EEA
Methylene Blue Active Substances	\$35.00	SM 5540C	EEA
Nitrate	\$10.00	EPA 300.0A	EEA
Nitrite	\$10.00	EPA 300.0A	EEA
Ortho-Phosphate	\$15.00	SM 4500P-E	EEA
Ozone	NB	-	-
Perchlorate	\$50.00	EPA 314	EEA
pH	\$10.00	SM4500H-B	EEA
TDS	\$10.00	SM 2540C	EEA
Specific Conductance	\$10.00	SM 2510B	EEA
Sulfate	\$10.00	EPA 300.0A	EEA
TOC	\$25.00	SM 5310C	EEA
Turbidity	\$10.00	EPA 180.1	EEA
UV254	\$25.00	SM 5910B	EEA

4 Metals			
Metals (ICP)	\$6.00	EPA 200.7	EEA
Metals (ICP-MS)	\$6.00	EPA 200.8	EEA
Metals (GFAA) (list metals and price)	NB	-	-
Mercury	\$25.00	EPA 245.1	EEA

5 Organic Chemicals			
Total Trihalomethanes	\$45.00	EPA 524.2	EEA
Volatile Organics	\$70.00	EPA 524.2	EEA
Chlorinated Pesticides	\$90.00	EPA 505	EEA
PCB	W/ 505	EPA 505	EEA
Herbicides	\$90.00	EPA 515.4	EEA
EDB/ DBCP	\$50.00	EPA 551.1	EEA
Nitrogen and Phosphorus Pesticides	w/525.2	EPA 525.2	EEA
Base/Neutrals and Acids	\$200.00	EPA 525.2	EEA
Carbamates	\$90.00	EPA 531.2	EEA
Dioxins and Furans	\$200.00	EPA 1613	EEA
Glyphosate	\$90.00	EPA 547	EEA
Endothall	\$90.00	EPA 548	EEA
Diquat and Paraquat	\$90.00	EPA 549	EEA
PAH	w/525.2	-	-
DBPs and Chlorinated Solvents	\$100.00	EPA 524.2	EEA
HAAs	\$80.00	SM 6251B	EEA
Phthalate Esters and Adipates	w/525.2	EPA 525.2	EEA
Benzidines and Nitrogen Pesticides	w/525.2 or \$200 by 532	EPA 525.2 or EPA 532	EEA
Carbonyl Compounds	\$150.00	EPA 556	EEA
Chlorinated Acids	\$100.00	EPA 515.4	EEA

	NDMA	\$150.00	EPA 521	EEA
	Endocrine Disrupting Compounds	\$700.00	EEA 9609	EEA
	Pharmaceuticals and Personal Care Products	w/EDCs	EEA 9609	EEA
6	Radiochemistry			
	Gross Alpha	\$50.00	EPA 900.0	Radiation Safety
	Gross Beta	\$50.00	EPA 900.0	Radiation Safety
	Radium 226	\$80.00	EPA 903.1	Radiation Safety
	Radium 228	\$110.00	EPA 904.0	Radiation Safety
	Total Radium	\$175.00	EPA 903/904	Radiation Safety
	Cesium	NB	-	-
	Iodine	\$150.00	EPA 901.1	Radiation Safety
	Strontium	\$145.00	EPA 905.0	Radiation Safety
	Tritium	\$75.00	EPA 906.0	Radiation Safety
	Uranium	\$110.00	EPA 00-07	Radiation Safety
	Gamma Emitting Isotopes	\$150.00	EPA 901.1	Radiation Safety
7	Biological			
	Microscopic Particulate Analysis	\$150.00	EPA 1992	EEA
8	Other Drinking Water Methods			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	\$60.00	Various	EEA
	Radon 222	\$50.00	SM 7500RN	EEA
B	Wastewater			
1	Microbiology			
	Fecal Coliform			
	Multi Tube Fermentation	NB	-	-
	Membrane Filter	NB	-	-
	Quanti-Tray	NB	-	-
	Total Coliform			
	Multi Tube Fermentation	NB	-	-
	Membrane Filter	NB	-	-
	Quanti-Tray	NB	-	-
	Fecal Streptococcus			
	Multi Tube Fermentation	NB	-	-
	Membrane Filter	NB	-	-
	Escherichia coli by Colilert MPN	NB	-	-
	Escherichia coli (not for NPDES) in conjunction with SM 9221B and 9221 E	NB	-	-
	Viruses	NB	-	-
	Enteric Viruses	NB	-	-
	Giardia and Cryptosporidium	NB	-	-

	Platinum	NB	-	-
	Rhodium	NB	-	-
	Ruthenium	NB	-	-
	Titanium	NB	-	-
4	Aquatic Toxicity Bioassay			
	Toxicity, Acute	NB	-	-
	Toxicity, Chronic	NB	-	-
5	Organic Chemical			
	Volatile organics GC/MS	NB	-	-
	Acrolein and Acrylonitrile	NB	-	-
	Phenols	NB	-	-
	Benzidines	NB	-	-
	Phthalate Esters	NB	-	-
	Nitrosamines	NB	-	-
	Organochlorine Pesticides and PCBs	NB	-	-
	Nitroaromatics and Isophorone	NB	-	-
	PAH	NB	-	-
	Haloethers	NB	-	-
	Chlorinated Hydrocarbons	NB	-	-
	2,3,7,8,TCDD (Dioxin)	NB	-	-
	Tetra through Octa Chlorinated Dioxins and Furans	NB	-	-
	Triazine Pesticides	NB	-	-
	Base/Neutral and Acids (625 or 1625)	NB	-	-
	Carbamates and Urea Pesticides	NB	-	-
	TPH	NB	-	-
	Extractable Fuel Hydrocarbons (C10-C32)	NB	-	-
	Ethylene Glycol	NB	-	-
	Organophosphorus Pesticides	NB	-	-
6	Radio Chemistry			
	Gross Alpha	NB	-	-
	Gross Beta	NB	-	-
	Total Radium	NB	-	-
	Radium 226			
7	Other Wastewater Tests			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite,	NB	-	-
	O-Phosphate, Sulfate	NB	-	-
	1657	NB	-	-
	PCB's only	NB	-	-
C.	<u>Hazardous Waste</u>			
1	Microbiology			
	Total Coliforms	NB	-	-
	Multiple Tube Fermentation	NB	-	-
	Membrane Filter	NB	-	-
2	Hazardous Waste Characteristics			
	Corrosivity			
	pH determination	NB	-	-

	Corrosive to steel	NB	-	-
	Dermal	NB	-	-
	Ignitability	NB	-	-
	Reactivity	NB	-	-
3	Sample Extraction Procedures			
	Extraction procedure toxicity 1310A	NB	-	-
	TCLP 1311	NB	-	-
	1320	NB	-	-
	1330A	NB	-	-
	SPLP 1312	NB	-	-
	Specific conductance	NB	-	-
4	Sample Prep for Metals (explain reason(s) for prep and cost)	NB	-	-
5	Inorganic Chemical			
	Metals (ICP)	NB	-	-
	Metals (ICP-MS)	NB	-	-
	Metals (GFAA) (list metals and price)	NB	-	-
	Chromium Hexavalent	NB	-	-
	Mercury	NB	-	-
	White Phosphorus	NB	-	-
6	Sample Preparation and Extraction			
7	Sample Cleanup (explain reason(s) and cost)	Included in the price of the analysis		
8	Organics Chemicals (includes extraction)			
	EDB and DBCP	NB	-	-
	Nonhalogenated Volatile Organics	NB	-	-
	Volatile Organics	NB	-	-
	Organochlorine Pesticides	NB	-	-
	PCB's	NB	-	-
	PCB's in oil	NB	-	-
	PAH	NB	-	-
	Semivolatile	NB	-	-
9	Miscellaneous			
	Cyanide	NB	-	-
	TOX	NB	-	-
	Sulfides	NB	-	-
	Sulfate	NB	-	-
	pH	NB	-	-
	Specific Conductance	NB	-	-
	TOC	NB	-	-
	Phenolics	NB	-	-
	Oil and Grease	NB	-	-
	Nitrate	NB	-	-
	Nitrite	NB	-	-
	Chloride	NB	-	-
	Bromide	NB	-	-

	Fluoride	NB	-	-
	Paint filter	NB	-	-
	Ortho Phosphate	NB	-	-
10	Asbestos			
	Fiber Counting	NB	-	-
	Bulk Asbestos	NB	-	-
11	Radiochemical			
	Gross Alpha and Beta	NB	-	-
	Alpha-Emitting Radium Isotopes	NB	-	-
	Radium-228	NB	-	-
12	Other			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)	NB	-	-
D	<u>Air and Stack Parameters</u>			
1	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	NB	Normal 5 day TAT	
		NB	3 day Rush	
		NB	24 hour Rush	
E	<u>Miscellaneous - Other Related Services not Listed Above</u>			
	Algae Identification	\$75.00	Flow Cytometry	EEA
	Flash Point	NB	-	
	W/W 503 sludge	NB	-	
	MIB/Geosmin	\$175.00	SM 6040D	EEA
	NDMA	\$150.00	EPA 521	EEA
	Endocrine disruptors	\$700.00	EEA 9609	EEA

Discount off list price for supplies and services not referenced on price sheets. This includes the following:

Uniform charge and surcharge pricing for:

- Routine analyses for all parameters listed in the program tables.
- Rush analyses – 24 hour, 48 hour, 72 hours, and 7 day.
- Weekend and holiday analyses
- Emergency analyses

Discounts

0.00%
See surcharge below
75% surcharge
100% surcharge

Complete list price sheets will be required within 10 working days upon notification of award. Please add additional pages for multiple discounts.


20% off list


24 hour Rush	100% surcharge
48 hour Rush	75% surcharge
72 hour Rush	50% surcharge
7 day Rush	25% surcharge

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **WUD15-113-03**. This number must appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices must be mailed to the following address: City of Tempe, Attn: Patty Hatvick, P.O. Box 5002, Tempe, AZ. 85280. Statements must be mailed to: City of Tempe, Attn: Accounting PO Box 5002, Tempe, Arizona 85280.


Ted Stallings, CPPB
 Procurement Officer
 480.350.8617


Michael Greene, C.P.M.
 Central Services Administrator

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**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EUROFINS EATON ANALYTICAL, INC.**

EXHIBIT C
Scope of Work

PROJECT

Analytical testing of water, wastewater, solid wastes, and special projects on an as needed basis.

Scope of Work

The City of Tempe is issuing this Request for Proposal (RFP) to establish contracts for analytical testing of water, wastewater, solid wastes, and special projects for: nutrients, biologicals, metals, non-metals, organics, and radio chemicals with qualified licensed environmental laboratories. The term of any resulting contract shall be for two (2) year with an opportunity to renew for an additional four (4) years as provided for within the Special Terms and Conditions Section of this Request for Proposal (RFP). Renewals shall be executed when contractor has provided high quality service with demonstrated cost containment efforts.

Multi-Agency Procurement

The following agencies have expressed their intent to purchase from resulting contract. Any and all S.A.V.E members may also purchase from resulting contract.

Agency Name

- City of Avondale
- City of Mesa
- City of Scottsdale
- City of Tempe
- City of Tolleson
- Town of Gilbert

All agencies named in this RFP hereafter referred to as “Agency or Agencies”.

Multiple Awards

Multiple awards will be made to ensure that any ensuing contracts allow the city to fulfill current and future requirements.

Minimum Requirements

To be considered for award, a Proposer shall meet or exceed each of the following minimum requirements. Failure to meet a requirement may result in the disqualification of the proposal and consequently the proposal will not be considered for award.

- Firm, including any sub-contracted laboratory must have current Arizona Department of Health Services (ADHS) Licensure for each test parameter offered and/or performed in response to the RFP.
- Firm, including any sub-contracted laboratory, must maintain throughout the term of the agreement, ADHS licensure for each test parameter offered or performed in response to the RFP.
- Firm, including any sub-contracted laboratory must operate in compliance with A.R.S. 36-495.
- Firm must have acceptable water pollution (WP), water supply (WS), and/or EPA QC proficiency results.
- Firm must have a Quality Assurance/Quality Control Plan.

RFP Communications/Inquiries

Upon release of this RFP, all communications shall be directed in writing via Email to the Procurement Officer listed below. No other agency official or employee is empowered to speak for the City with respect to this procurement. Unauthorized contact with any employee of any department within the City of Tempe may result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding on the City. All e-mail must contain the RFP number in the subject line.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EUROFINS EATON ANALYTICAL, INC.**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the City of Tempe - Water, Wastewater Laboratory Services Contract, Contract No. WUD15-113-03

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$360,000.

DETAILED PROJECT COMPENSATION

Analytical testing of water, wastewater, solid wastes, and special projects on an as needed basis based on the Price Sheet as described in Exhibit B.



Legislation Description

File #: 15-696, **Version:** 1

AUTHORIZATION TO ENTER INTO A DESIGN AND CONSTRUCTION AGREEMENT WITH SALT RIVER VALLEY WATER USERS' ASSOCIATION FOR NEW INFRASTRUCTURE AT A REPLACEMENT WELL SITE

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a design and construction agreement with the Salt River Valley Water Users' Association (SRP) for new infrastructure at an SRP owned well site and approve expenditure of funds in an amount not to exceed \$277,770.

Background

The City of Glendale has agreements with SRP that allow the City to use SRP wells to supply groundwater for the City's water supply distribution system. These "direct connect" SRP wells are an important water supply source for the City. As with other assets, these wells have a useful life span and the old SRP Well 22 is being relocated and re-drilled at a new site owned by SRP. The well at the new location will be connected to the City system when improvements are complete. The relocated well site is at the Northwest corner of 67th Avenue and Corrine Drive in the City of Peoria. The well at the old location will be decommissioned when the new well is placed in service.

Analysis

Since the new site for SRP Well 22 is owned by SRP, electrical, mechanical and structural components at the new location will need to be designed and installed by SRP. SRP has submitted a Design and Construction Agreement to install the needed infrastructure at the relocated SRP Well 22. Water Services Department and SRP staffs have worked closely on the proposed infrastructure for the replacement well site.

This action will authorize the Acting City Manager to enter into a design and construction agreement with SRP for infrastructure at new well site and approve the expenditure of funds.

Previous Related Council Action

On December 14, 2004, the City Council approved the Water Delivery and Use Agreement (Contract C-3031) governing the use of SRP well sites for City water supply purposes.

Community Benefit/Public Involvement

SRP Well 22 is an important supply source for Glendale. Approval of this request will allow continued compliance with regulatory requirements and allow production needs to be met. As with other well

relocations of this type, SRP has conducted extensive outreach efforts with the surrounding neighborhood to inform residents of the project.

Budget and Financial Impacts

Funds are available in the Water Services FY 2015-16 Capital Improvement Plan budget.

Cost	Fund-Department-Account
\$277,770	2400-61048-550800 City Wide Well Rehab

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



DESIGN AND CONSTRUCTION AGREEMENT

This Agreement for construction, modification or relocation of facilities (hereinafter AGREEMENT), is entered into by and between the Salt River Valley Water Users' Association (hereinafter ASSOCIATION), and City of Glendale (hereinafter Customer).

WHEREAS, Customer has deemed it necessary or desirable that ASSOCIATION accommodate certain development or other needs of Customer and recognizes that ASSOCIATION is best capable of providing such accommodation, AND;

WHEREAS, ASSOCIATION is capable of providing such accommodation, using its own employees and equipment, unless otherwise provided herein.

THEREFORE, in consideration of the matters described herein and of the mutual benefits and obligations set forth herein, ASSOCIATION and Customer agree as follows:

- 1) ASSOCIATION shall perform the work and services more particularly described in the SCOPE OF WORK (EXHIBIT A), attached hereto, and by this reference incorporated herein.
- 2) ASSOCIATION shall complete the work and services described in EXHIBIT A in a timely manner. In the event ASSOCIATION is delayed in completing the Scope of Work due to acts of God, fire, flood, labor disputes or any other factor beyond the reasonable control of ASSOCIATION, the time for completion shall be extended for a period of time commensurate with the delay so caused.
- 3) ASSOCIATION shall maintain all relevant and applicable insurance coverage's, through its self insurance program or supplementary contracts of insurance it deems necessary.
- 4) ASSOCIATION shall at all times comply with laws applicable to performance hereunder, including acquisition of permits, licenses or other approvals.
- 5) The estimated cost for completing the Scope of Work is \$277,770, however, Customer shall reimburse ASSOCIATION for actual costs incurred in the performance and completion of the work and services described in EXHIBIT A. Payment to ASSOCIATION shall be in accordance with the terms incorporated herein.
- 6) Neither ASSOCIATION nor Customer shall have the right to assign any rights or interest created herein.
- 7) This AGREEMENT shall be governed in all respects by the laws of the state of Arizona.
- 8) Customer shall indemnify and hold harmless ASSOCIATION from liability resulting from or arising out of ASSOCIATION's performance hereunder, whether such liability is for property damage, personal injury or death, unless such liability is attributed to ASSOCIATION's sole, exclusive negligence or willful action. Further, Customer shall release ASSOCIATION from any of its claims related to ASSOCIATION's performance hereunder, unless such claim results from ASSOCIATION's sole, exclusive negligence or willful action.
- 9) In the event of termination of this Agreement prior to the completion of the Scope of Services, Customer shall reimburse ASSOCIATION for the actual cost it incurred to the effective date of such termination, and, if completion of the Scope of Work is essential to restore ASSOCIATION's ability to operate facilities affected by the unfinished Scope of Work, Customer shall reimburse ASSOCIATION in accordance with paragraph 5 herein.
- 10) This Agreement shall constitute the entire agreement between the parties hereto, and any prior or contemporaneous understanding or representation shall not be binding upon either party hereto.

In witness, each party has caused the execution of this Agreement by the undersigned, who is vested with authority to bind such party to the terms and conditions herein.

SALT RIVER VALLEY WATER
USERS' ASSOCIATION:

CUSTOMER:

By: Robert Larchick
(please print name)

By: Richard A. Bowers, Acting City Manager
City of Glendale

Signature: 

Signature: _____

Date: 08/27/2015

Date: _____

EXHIBIT “A”

Scope of work for Customer connection to SRP Wellsite 6.0E-15.4N

ASSOCIATION will provide the following as part of this agreement:

- Construct and install a new 100 amp service panel for chlorination power.
- Service to include a meter can, fusible 100 amp main disconnect, 7.5 kVA mini power zone and a 30 amp 3 phase fusible disconnect for the chlorine pump.
- Mini power zone will have a 30 amp 240 volt main to feed the chlorine enclosure distribution panel provided by Customer inside the chlorine enclosure. Two additional circuits one for RTU air conditioning and one for RTU power.
- Construct a concrete pad with ramp for Customer chlorination enclosure.
- All conduits will be terminated in a wire NEMA 3R gutter at the edge of the chlorine enclosure pad.
- Trench and install conduits for the chlorine enclosure, service entrance, Customer valves and gauges.
- Within the well site property, trench and install waterline for the new chlorine enclosure.
- Install all power wire from Customer's service to the transformer.
- Install wire and cables to the chlorine enclosure for Customer's equipment.
- Provide and install a Haws 8500.158 eyewash station, shower, anti-scald valve and french drain.
- Trench, fabricate, and install Customer's well discharge pipes (steel and ductile iron) to east well site property line.
- Association's RTU will send flow and discharge pressure signals to Customer's SCADA.

Customer will provide the following as part of this agreement:

- All chlorination equipment inside and outside the chlorination enclosure. Install and test same.
- Provide an empty RTU enclosure for mounting on an antenna mast supplied and installed by Association. Exactly like the ones at Customer well sites 15, 17 and 28.
- Chlorine booster-pump (3-phase, 480 volt).
- Provide dimension and specification sheets for chlorine enclosure pad.
- Provide and install chlorination enclosure.
- All conduit penetrations from the conduit gutter into the chlorine enclosure.
- Terminate all wires and cable in the chlorine enclosure.
- Be available for testing and start-up for operations in both Association and Customer modes.
- Complete the letter authorizing Association to bill Customer for monthly power usage at the well site. Please complete the attached sample letter and return the signed letter along with the signed DCA.
- Bring chlorine water line from Customer main up to east well site property line.
- Water meter for chlorination will be located outside the east wall.
- Connect well discharge pipe (ductile iron) at east well site property line to Customer main.

EXHIBIT "B"

Cost Summary

SRP Well 6.0E-15.4N / 67th Avenue and Corrine Drive

SECTION I - SRP Design

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Design	EA	1	45,100	45,100	45,100
	a. Electrical					
	b. Mechanical					
	c. Civil					
SECTION I TOTALS					\$45,100	\$45,100

SECTION II - SRP Construction

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Customer Electrical	EA	1	70,000	70,000	70,000
	a. Install Customer conduit, wire, and cable					
	b. Fabricate and install Customer RTU and conduits for SRP and Customer telemetry					
	c. Trenching for all Customer conduits inside well property					
2	Customer Chlorination	EA	1	45,100	45,100	45,100
	a. Install Schedule 80 PVC to and from enclosure					
	b. Install chlorination enclosure pad and ramp					
	c. Purchase and install eye wash station w/anti-scald valve and french drain					
	d. Fabricate and install chlorination service panel					
3	Customer Discharge Pipe and Measurement	EA	1	82,500	82,500	82,500
	a. Purchase and Install 10" magmeter flowmeter to Customer					
	b. Purchase and Install 8" magmeter flowmeter to waste					
	c. Install two Mercoid pressure switches					
	d. Purchase and Install 8" Cla-Val to waste					
	e. Fabricate and install Customer Discharge Pipe					
	f. Purchase and Install 10" rising stem gate valves					
	g. Install Pipe supports					
	h. Purchase and Install air release / vacuum breaker valve					
	i. Purchase and Install discharge pipe pressure transmitter with block and bleed valve and sun shade (no saddle mounting)					
	j. Purchase and Install 10" Cla-Val to Customer Discharge system					
SECTION I TOTALS					\$197,600	\$197,600

SECTION I - Design by SRP
SECTION II - Construction by SRP

	\$45,100
	\$197,600
Sub Total	\$242,700
Contingency 5%	\$12,135
Sub Total	\$254,835
A&G 9.0%	\$22,935
Total Estimate	\$277,770



Legislation Description

File #: 15-718, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ABM ELECTRICAL POWER SERVICES, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR REPAIR SERVICES AT VARIOUS WATER AND WASTEWATER FACILITIES

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with ABM Electrical Power Services, LLC, for repair services and approve expenditure of funds in an amount not to exceed \$150,000. This cooperative purchase is available through an agreement between the Maricopa County and ABM Electrical Power Services, LLC, contract 10060-S, and is effective through November 30, 2016.

Background

The City's water treatment, distribution, wastewater collection and treatment systems include an array of groundwater wells, booster stations, lift stations and other process equipment. From time to time, this equipment needs rehabilitating or replacing. While the system has redundant and backup equipment available, the loss of equipment reduces the service level capacity and time is of the essence to get the equipment back in service. Having "on-call" repair contractors reduces the time equipment is out of service.

As most vendors do not repair all brands or types of equipment, the City will contract with multiple repair vendors. Additionally, some vendors have exclusive responsibilities for specific manufacturers. Currently, the City has multiple agreements for repair services and intends to contract with additional firms as needed.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On November 10, 2010, Maricopa County entered into an agreement for high voltage electrical services (contract 10060-S). The agreement permits its cooperative use by other governmental agencies. The City of Glendale Materials Management and the City Attorney offices have reviewed and approved the utilization of the agreement from Maricopa County for the defined services, and concur the cooperative purchase is in the best interest of the City.

This action will authorize the Acting City Manager to enter into a linking agreement with ABM Electrical Power Services, LLC for repair services and approve expenditure of funds for an amount not to exceed \$150,000 over the term of the agreement.

Previous Related Council Action

On October 13, 2015, Council approved the agreements and expenditure of funds for the electrical repair services for Keller Electrical Services, Inc.

On August 25, 2015, Council approved the agreements and expenditure of funds for the pump repair services for Weber Resources, LLC and Layne Christensen Company.

On December 18, 2014, Council approved the expenditure of funds for the repair of pumps located at the Oasis Water Treatment Facility with Pump Systems, Inc.

Community Benefit/Public Involvement

Having multiple repair vendors under contract will provide the city the ability to receive quick and efficient repairs in order to get equipment back into service. This will maintain quality of life and add to the safety and security of Glendale's citizens.

Budget and Financial Impacts

Funding for the annual amount is available in the Water Services FY2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval. The budget will be encumbered only as the repair is needed.

Cost	Fund-Department-Account
\$150,000	2360-17160-523400, Arrowhead Water Reclamation Facility
	2360-17170-523400, West Area Water Reclamation Facility
	2400-17240-518200, Central System Controls
	2400-17280-523400, Central System Maintenance
	2400-17250-523400, Pyramid Peak Water Treatment Plant
	2400-17260-523400, Cholla Water Treatment Plant
	2400-17310-523400, Oasis Surface Water Treatment Plant
	2400-17320-523400, Oasis Groundwater Water Treatment Plant

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ABM ELECTRICAL POWER SERVICES, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and ABM Electrical Power Services, LLC, a Texas limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On November 17, 2010, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the High Voltage Electrical Services Contract, Contract No. 10060-S, which is attached hereto as Exhibit A. The High Voltage Electrical Services Contract permits its cooperative use by other governmental agencies including the City. The High Voltage Electrical Services Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was November 17, 2010, until the date the contract expires on November 30, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the

contract beyond November 30, 2016. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until November 30, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

ABM Electrical Power Services
c/o Jeff Militello
3605 E. Southern Ave Suite 1

Phoenix, AZ 85040

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

“City”

City of Glendale, an Arizona
municipal corporation

By: _____


Richard A. Bowers
Acting City Manager

“Contractor”

ABM Electrical Power Services, LLC,
a Texas limited liability company

By: _____

Name:
Title:


Jason Black
Outside Sales

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ABM ELECTRICAL POWER SERVICES, LLC**

EXHIBIT A

Maricopa County High Voltage Electrical Services Contract 10060-S

**PLEASE SUBSTITUTE ATTACHED REVISED
PAGES TO SUBJECT CONTRACT.**

SERIAL 10060-S HIGH VOLTAGE ELECTRICAL SERVICES

DATE OF LAST REVISION: November 21, 2013 CONTRACT END DATE: November 30, 2016

CONTRACT PERIOD THROUGH NOVEMBER 30, 2013 2016

TO: All Departments
FROM: Department of Office of Procurement Services
SUBJECT: Contract for HIGH VOLTAGE ELECTRICAL SERVICES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on November 17, 2010 (Eff. 12/01/2010)

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/mm
Attach

Copy to: **Office of Procurement Services**
Don Jeffery, Facilities Management

(Please remove Serial 05046-S from your contract notebooks)

HIGH VOLTAGE ELECTRICAL SERVICES

1.0 INTENT:

The intent of this Invitation For Bids is to source responsive/responsible contractor(s) to provide high voltage electrical distribution service. The successful contractor(s) must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized on an as needed basis. Maricopa County reserves the right to add contractors to this contract throughout its term as required to ensure adequate competition.

The following high voltage repairs and services are listed as a minimum, but not limited to, and any Contractor considering bidding must have the licenses, tools, equipment, materials, and technical ability to perform such. These services are divided into two (2) groups:

GROUP 1

Transformers:

Addition and/or removal of oil

Perform double test**

Perform Turn To Ratio test (TTR)**

Oil analysis/testing**

Perform Hypot testing

Perform Mega-ohm testing

On-site gasket fabrication**

Relay and Circuit Breaker testing

Switchgear repair/replacement/testing**

Substations, maintenance and repair

GROUP 2

Underground and overhead cables repair and maintenance

Pole testing

Hardware and ground wire tightening

Pole and hardware change-out

Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)

Down guy/anchor repair and replacement

Switching and grounding

Utility notification and coordination as necessary

Manhole entry, cleaning, repair, and manhole (underground) cable work

Distribution panels, repair, inspection, cleaning, and testing

**It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field (~~See Attachment A, PRICING for clarification~~).

Subcontracting for work not related directly to electrical distribution repairs and maintenance is allowed with a mark-up not to exceed five percent (5%).

2.0 TECHNICAL SPECIFICATIONS

- 2.1 High voltage shall be defined as 600V+/- to a maximum 13kV for all County facilities. There are no voltage minimums/maximms for transformers.
- 2.2 Each contractor assigned to this contract shall have the capability of repairing overhead/underground high voltage electrical transmission lines, substations, and transformers, generators while energized. This may not occur on a regular basis, however this requirement is essential should the need arise.
- 2.3 **All testing shall be performed by NETA or NICET certified technicians.**

Each of the Groups listed above is listed in Attachment A, PRICING.

2.4 Contractor shall provide all equipment, tools, labor, supervision, materials, transportation, and all effort necessary to carry out the specifications herein.

2.5 Service shall be made available to the County 365 days per year.

2.6 The labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables and sales tax. Labor rates shall be divided into the following categories:

REGULAR SERVICE shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning.

WEEKENDS & HOLIDAYS shall be work performed Saturday, Sunday, or during any County holiday.

Response time for a requested service call shall be four (4) hours (on-site) after Contractor receives request from FMD for *REGULAR SERVICE*, and four (4) hour response on-site for calls *AFTER HOURS*. There shall also be a two (2) hour on-site response for any call during *REGULAR* or *AFTER HOURS*, if requested as an EMERGENCY.

2.7 Subcontracting for work not related directly to electrical distribution repairs and maintenance is allowed with a mark-up not to exceed five percent (5%).

2.8 Equipment that must be rented from another source, or equipment that the contractor owns, will be considered as additional cost and used in the electrical industry for the performance of normal electrical services, such as, but not limited to:

Backhoes
Jackhammers
Concrete cutters
Excavators
Chain hoists
Crane
Air compressor
Portable transformers/generators

These items shall be allowed an administrative mark-up cost not to exceed five percent (5%).

2.9 Due to the 24/7 nature of County operations (health centers, detention centers, court complexes, etc.), response time for a requested repair service call shall be within two (2) to four (4) hours (on-site) after Contractor receives request from FMD. Project work shall be scheduled.

2.10 The Contractor shall be responsible for sourcing all electrical parts/components/fixtures necessary in the repair/replacement of high voltage distribution systems. Exceptions are, if in the best interest of the County, to utilize its own electrical commodity contracts to source said supplies.

2.11 PROJECT WORK AND TIME & MATERIALS:

2.11.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work. As such, each contractor shall submit a response, with award granted to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor's quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor's quote sheet contains any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established

under this agreement. All additional labor charges outside the Scope Of Work for projects are those labor rates established in Attachment A, PRICING.

- 2.11.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials. ALL CONSTRUCTION TAXES SHALL BE A COMPONENT OF THE TOTAL PROJECT COST AND NOT A SEPARATE LINE ITEM.
- 2.11.3 The County’s project quote sheet will contain the following information:
- The contract serial number and name;
 - Name and address of site;
 - FMD site ID number;
 - Detailed scope of work,
 - Other information relative to the SOW,
 - Project cost line item,
 - Check box for “will quote” or “will not quote” the project,
 - Deadlines for quote delivery,
 - Signature line for both the County and the Contractor
- 2.11.4 After a site review of the project, all contractors listed under this contract must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the **Office of Procurement Services** and FMD to discuss consideration for default of contract as this is indicative of the Contractor’s desire not to do business with the County.
- 2.11.5 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an equal opportunity to quote on project work.
- 2.11.6 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered “non-responsive”.
- 2.11.7 Contractors shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.11.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.
- 2.11.9 Each bidder shall be ranked as first call, second call, third call, and so on for time and materials. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a

vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.12 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County its buildings or complexes. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor or authorized subcontractor.

2.13 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of Maricopa County.

2.14 INVOICING:

After completion of services, the Contractor shall submit an invoice to the County:

All invoicing for Time and Materials shall include:

- Purchase order number or P-card notation;
- Terms as bid;
- Contract serial number;
- Job site name and address, with FMD site number;
- Description of work performed;
- Total labor hours;
- Labor rate as bid;
- Itemized parts;
- Tax on parts only;
- Total

Rented equipment charges (must attach invoice from rental firm). The contractor shall not add additional sales tax other than what the rental firm has posted. If rented equipment requires a supply of fuel, the cost of fuel is allowed but only at the prevailing rates.
Tax on parts/materials only;

All invoicing for Project work shall include:

- Purchase order number or P-card notation;
- Terms as bid;
- Contract serial number;
- Job site name and address, with FMD site number;
- Project description,
- Project cost,
- Change order cost (if applicable)
- If change orders have been implemented – must be separately line-itemed priced,
- Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.15 TAX:

Taxes shall be imposed on materials purchased by the County. No tax shall be levied against labor (except as noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and

any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.16 CONTRACTOR REQUIREMENTS:

2.16.1 The contractor(s) assigned to this contract shall have the following as minimum requirements of this bid. Contractor shall provide proof of each with your bid package:

- (a) State of Arizona, Registrar of Contractors license for electrical and transmission lines A-17. (Utility companies are exempt from licensing requirement).
- (b) The Contractor must have been in the high voltage repair business a minimum five (5) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract.
- (c) Employees of the Contractor assigned to working on energized distribution equipment must have on staff electrical journeymen technicians who have completed a State of Arizona approved electrical lineman apprenticeship program or equivalent. Provide on your letterhead a statement to that effect.

A minimum of three (3) fully stocked service trucks utilized in the high voltage business. The Contractor's service truck fleet shall carry sufficient supply of test equipment, tools, materials, and parts etc., needed to perform high voltage electrical power services.

- (d) Due to the nature of overhead electrical work, it shall be a requirement that the contractor assigned to this contract have ownership of at least one (1) bucket truck of sufficient size, reaching a minimum of thirty-five (35) feet, which is reliable and maintained on a regular basis.
- (e) Submit existing safety histories including violations or lost time accidents for the past five (5) years.

These requirements shall be verified after bid submittals and prior to award via the due diligence process of the Facilities Management Department.

2.17 SPECIAL CONTRACTOR REQUIREMENTS:

2.17.1 A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

2.17.2 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

2.17.3 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.17.4 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.

2.18 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.18 DISPOSAL OF CONTAMINATED TRANSFORMER OILS:

Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers. The disposal process shall involve the contractor and a certified EPA disposal firm specializing in such activities. The cost of this service shall be billed back to the County with a not-to-exceed 5% markup. The disposal firm's invoice shall accompany the Contractor's invoice along with the disposal manifest.

2.19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

2.19.1 All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence.

2.19.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments.

2.19.3 If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified to the satisfaction of the Facilities Management Department.

3.0 **CONTRACTUAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a Three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors,

omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 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.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+ A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 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 County, constitute a material breach of this Contract.

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

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements 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 County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the

CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.8 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.9 Workers' Compensation:

3.5.9.1 **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 under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**

3.5.9.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.10 Certificates of Insurance.

3.5.10.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.10.1.1 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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

3.5.11 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only

after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid 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 County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance there under.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
 - 3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
 - 3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 3.25 ALTERNATIVE DISPUTE RESOLUTION:**
- 3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
 - 3.25.1.1 Render a decision;
 - 3.25.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
 - 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
 - 3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.
- 3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**
- 3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the

Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

- 3.29.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**
- 3.29.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

ABM ELECTRICAL POWER SERVICES, 3605 E. SOUTHERN AVENUE SUITE 1, PHOENIX AZ 85040
MET ELECTRICAL TESTING, 3602 E. SOUTHERN AVENUE SUITE 1 & 2, PHOENIX, AZ 85040

RESPONDENT NAME: MET Electrical Testing ABM Electrical Power Services
 ADDRESS: 3605 E. Southern Ave. #1 Phoenix, AZ 85040
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 602-430-2283 602/437-8110
 FACSIMILE NUMBER: 602-437-3894
 WEB SITE: www.met-test.com www.abm.com
 REPRESENTATIVE: Ken Baker Jeff Militello
 REPRESENTATIVE E-MAIL: ken.baker@linefs.com jeff.militello@abm.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

NET 30 DAYS 2% 10 DAYS NET 30 DAYS 5% 30 DAYS NET 31 DAYS

IST CALL

Group 1 Services

Title	Business Hours	After Hours	Weekends/Holidays	Bidder Notes
General Foreman	\$125.00	\$156.75	\$187.50	This is a rate for NETA Certified Third Party Electrical Testing Project Manager and or Professional Engineer.
Foreman	\$115.00	\$143.75	\$172.50	This is the rate for NETA Certified Third Party Electrical Testing degreed Field Engineer or Consulting Engineer.
Lineman	\$95.00	\$118.75	\$142.50	This is the rate for NETA Certified Third Party Electrical testing LEAD NETA LEVEL III Relay Test Technician.
Cable Splicer	\$89.00	\$111.25	\$133.50	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL III Test Technician and Switchgear Technician.
Journeyman Electrician	\$66.00	\$99.00	\$122.00	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL II Test Technician and Switchgear Technician.
Apprentice	\$45.00	\$67.50	\$90.00	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL I Test Technician and Switchgear Technician in training.
Groundman	\$45.00	\$67.50	\$90.00	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL I Test Technician and Switchgear Technician in training and / or Safety Watch.

ABM ELECTRICAL POWER SERVICES, 3605 E. SOUTHERN AV ENUE SUITE 1, PHOENIX 85040
MET ELECTRICAL TESTING, 3602 E. SOUTHERN AVENUE SUTE 1 & 2, PHOENIX, AZ 85040

Group 2 Services

Title	Business Hours	After Hours	Weekends/Holidays	Bidder Notes
General Foreman	\$60.00	\$75.00	\$90.00	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Foreman	\$52.50	\$65.62	\$78.75	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Lineman	\$52.50	\$65.62	\$78.75	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Cable Splicer	\$45.00	\$56.25	\$67.50	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Journeyman Electrician	\$45.00	\$56.25	\$67.50	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Apprentice	\$24.00	\$30.00	\$36.00	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Groundman	\$24.00	\$30.00	\$36.00	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.

Materials

Title	Unit	Qty	UofM	Total	Bidder Notes
	Price			Price	
Materials, parts, components, cost plus %	5.00%	1	each	5.00%	MET Electrical Testing would be able to procure any parts needed in maintaining the county's High Voltage Electrical Distribution Equipment. MET Electrical Testing can also work with the county's procurement division to aid in getting the best price on rebuilt or new equipment.

NIGP CODE 91082

Vendor Number:

W000015954 X 2011002481 0

Contract Period:

To cover the period ending November 30, 2013 2016.

STURGEON ELECTRIC COMPANY INC., 7560 S. WILLOW DR. TEMPE, AZ 85283

RESPONDENT NAME: **Sturgeon Electric Company, Inc.**
 ADDRESS: **2317 W. Huntington Drive Tempe, AZ 85282**
 P.O. ADDRESS:
 TELEPHONE NUMBER: **480-894-0221**
 FACSIMILE NUMBER: **480-894-1091**
 WEB SITE: **www.myrgroup.com**
 REPRESENTATIVE: **Rich Amato**
 REPRESENTATIVE E-MAIL: **RAmato@myrgroup.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

NET 30 DAYS 2% 10 DAYS NET 30 DAYS 5% 30 DAYS NET 31 DAYS

2ND 3RD CALL

Group 1 Services

Title	Business Hours	After Hours	Weekends/Holidays
General Foreman	\$76.55	\$106.77	\$137.02
Foreman	\$65.56	\$90.29	\$114.95
Lineman	\$93.10	\$144.94	\$144.94
Cable Splicer	\$97.08	\$151.52	\$151.52
Journeyman Electrician	\$59.47	\$81.15	\$102.86
Apprentice	\$55.12	\$74.65	\$94.20
Groundman	\$59.66	\$89.72	\$89.72

Group 2 Services

Title	Business Hours	After Hours	Weekends/Holidays
General Foreman	\$106.20	\$166.57	\$166.57
Foreman	\$100.86	\$157.76	\$157.76
Lineman	\$93.10	\$144.94	\$144.94
Cable Splicer	\$97.08	\$151.52	\$151.52
Journeyman Electrician	\$65.56	\$90.29	\$114.95
Apprentice	\$73.20	\$112.09	\$112.09
Groundman	\$59.66	\$89.72	\$89.72

Materials

Title	Unit	Qty	Total
	Price		Price
Materials, parts, components, cost plus %	5.00%	1	5.00%

NIGP CODE 91082

Vendor Number: W000003140 X

Contract Period: To cover the period ending November 30, 2013 2016.

HILLCREST ELECTRIC, PO BOX 61134, PHOENIX AZ 85082

RESPONDENT NAME: Hillcrest Electric, Inc.
 ADDRESS: 3214 E. Van Buren Phoenix, AZ 85008
 P.O. ADDRESS: P.O. Box 61134 Phoenix, AZ 85082
 TELEPHONE NUMBER: -602-273-0633
 FACSIMILE NUMBER: 267-1566
 WEB SITE: -N/A
 REPRESENTATIVE: -John A. Parker
 REPRESENTATIVE E-MAIL: -hillcrest2@cybertrails.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%1

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

NET 30 DAYS 2% 10 DAYS NET 30 DAYS 5% 30 DAYS NET 31 DAYS

2ND CALL

Group 1 Services

Title	Business Hours	After Hours	Weekends/Holidays
General Foreman	\$90.15	\$115.70	\$130.37
Foreman	\$87.60	\$112.38	\$128.90
Lineman	\$83.20	\$106.06	\$121.30
Cable Splicer	\$83.20	\$106.06	\$121.30
Journeyman Electrician	\$83.20	\$106.06	\$121.30
Apprentice	\$81.16	\$103.48	\$118.24
Groundman	\$73.25	\$90.53	\$103.38

Group 2 Services

Title	Business Hours	After Hours	Weekends/Holidays
General Foreman	\$90.15	\$115.70	\$130.37
Foreman	\$87.60	\$112.38	\$128.90
Lineman	\$83.20	\$106.06	\$121.30
Cable Splicer	\$83.20	\$106.06	\$121.30
Journeyman Electrician	\$83.20	\$106.06	\$121.30
Apprentice	\$81.16	\$103.41	\$118.24
Groundman	\$73.25	\$90.53	\$103.38

HILLCREST ELECTRIC, PO BOX 61134, PHOENIX AZ 85082

Title	Unit	Qty	UofM	Total
	Price			Price
Materials, parts, components, cost plus %	5.00%	1	each	5.00%

~~NIGP CODE 9108203, 91082~~

~~Vendor Number: _____ W000003395 X~~

~~Contract Period: _____ To cover the period ending November 30, 2013.~~

REMOVED FROM CONTRACT EFFECTIVE NOVEMBER 13, 2013



Maricopa County
Office of Procurement Services

Chief Procurement Officer
329 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

July 03, 2013

ABM Electrical Power Services
E. Southern Avenue Suite 1
Phoenix, AZ 85040

Your company currently holds a contract with Maricopa County for **HIGH VOLTAGE ELECTRICAL SERVICES**. This Contract provides for renewal under the same terms (with the exception that newly approved statutory and County requirements must be added to the contract at the time of renewal and/or extensions- see attachment A for a list of all requirements), conditions and pricing, if both parties agree. Please advise in the space provided below whether you would be willing to renew this contract for up to three (3) years.

Maricopa County may utilize a Procurement Card (MasterCard) to make payment for orders under this Contract. For further information regarding this renewal, please contact the Procurement Officer below at (602) 506-3823. For Purchase Card clarification only, please contact the Procurement Card Administrator at (602) 506-2892.

This letter does not guarantee a contract or an offer to renew. It is intended solely to determine whether your company is interested in possible renewal, in the event the County determines that renewal is in its best interests. The County intends to amend the contract to include the language attached to this letter. This amendment is to clarify the requirement that the contractor adhere to all Federal, State and local statutes, laws, regulations and personnel, or business licensing requirements. By agreeing to this renewal the undersigned contractor agrees to this amendment which will be added to the contract.

The individual signing this renewal letter acknowledges that they are authorized to contractually obligate their company for an additional contract term.

Please advise this office by July 19, 2013. Thank you for your consideration.

By:

Derron Wasp, Procurement Officer

By:

Signature - Approved

Signature - Disapproved

JEFF MILITELLO - REGIONAL MANAGER
PRINT NAME AND TITLE

SERIAL 10060-S

DW/mm

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ABM ELECTRICAL POWER SERVICES, LLC**

**EXHIBIT B
Rate Sheet**

ABM ELECTRICAL POWER SERVICES, 3605 E. SOUTHERN AVENUE SUITE 1, PHOENIX AZ 85040
MET ELECTRICAL TESTING, 3602 E. SOUTHERN AVENUE SUITE 1 & 2, PHOENIX, AZ 85040

RESPONDENT NAME: MET Electrical Testing ABM Electrical Power Services
 ADDRESS: 3605 E. Southern Ave. #1 Phoenix, AZ 85040
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 602-430-2283 602/437-8110
 FACSIMILE NUMBER: 602-437-3894
 WEB SITE: www.met-test.com www.abm.com
 REPRESENTATIVE: Ken Baker Jeff Militello
 REPRESENTATIVE E-MAIL: ken.baker@linefs.com jeff.militello@abm.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

NET 30 DAYS 2% 10 DAYS NET 30 DAYS 5% 30 DAYS NET 31 DAYS

IST CALL

Group 1 Services

Title	Business Hours	After Hours	Weekends/Holidays	Bidder Notes
General Foreman	\$125.00	\$156.75	\$187.50	This is a rate for NETA Certified Third Party Electrical Testing Project Manager and or Professional Engineer.
Foreman	\$115.00	\$143.75	\$172.50	This is the rate for NETA Certified Third Party Electrical Testing degreed Field Engineer or Consulting Engineer.
Lineman	\$95.00	\$118.75	\$142.50	This is the rate for NETA Certified Third Party Electrical testing LEAD NETA LEVEL III Relay Test Technician.
Cable Splicer	\$89.00	\$111.25	\$133.50	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL III Test Technician and Switchgear Technician.
Journeyman Electrician	\$66.00	\$99.00	\$122.00	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL II Test Technician and Switchgear Technician.
Apprentice	\$45.00	\$67.50	\$90.00	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL I Test Technician and Switchgear Technician in training.
Groundman	\$45.00	\$67.50	\$90.00	This is the rate for NETA Certified Third Party Electrical testing NETA LEVEL I Test Technician and Switchgear Technician in training and / or Safety Watch.

ABM ELECTRICAL POWER SERVICES, 3605 E. SOUTHERN AV ENUE SUITE 1, PHOENIX 85040
MET ELECTRICAL TESTING, 3602 E. SOUTHERN AVENUE SUTE 1 & 2, PHOENIX, AZ 85040

Group 2 Services

Title	Business Hours	After Hours	Weekends/Holidays	Bidder Notes
General Foreman	\$60.00	\$75.00	\$90.00	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Foreman	\$52.50	\$65.62	\$78.75	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Lineman	\$52.50	\$65.62	\$78.75	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Cable Splicer	\$45.00	\$56.25	\$67.50	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Journeyman Electrician	\$45.00	\$56.25	\$67.50	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Apprentice	\$24.00	\$30.00	\$36.00	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.
Groundman	\$24.00	\$30.00	\$36.00	This work would be contracted through a MET qualified High Voltage Electrical Contractor. Prevailing rates would apply.

Materials

Title	Unit	Qty	UofM	Total	Bidder Notes
	Price			Price	
Materials, parts, components, cost plus %	5.00%	1	each	5.00%	MET Electrical Testing would be able to procure any parts needed in maintaining the county's High Voltage Electrical Distribution Equipment. MET Electrical Testing can also work with the county's procurement division to aid in getting the best price on rebuilt or new equipment.

NIGP CODE 91082

Vendor Number:

~~W000015954~~ X 2011002481 0

Contract Period:

To cover the period ending **November 30, 2013 2016.**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ABM ELECTRICAL POWER SERVICES, LLC**

**EXHIBIT C
Scope of Work**

PROJECT

High voltage electrical service on an as needed basis.

HIGH VOLTAGE ELECTRICAL SERVICES

1.0 INTENT:

The intent of this Invitation For Bids is to source responsive/responsible contractor(s) to provide high voltage electrical distribution service. The successful contractor(s) must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized on an as needed basis. Maricopa County reserves the right to add contractors to this contract throughout its term as required to ensure adequate competition.

The following high voltage repairs and services are listed as a minimum, but not limited to, and any Contractor considering bidding must have the licenses, tools, equipment, materials, and technical ability to perform such. These services are divided into two (2) groups:

GROUP 1

Transformers:

Addition and/or removal of oil

Perform double test**

Perform Turn To Ratio test (TTR)**

Oil analysis/testing**

Perform Hypot testing

Perform Mega-ohm testing

On-site gasket fabrication**

Relay and Circuit Breaker testing

Switchgear repair/replacement/testing**

Substations, maintenance and repair

GROUP 2

Underground and overhead cables repair and maintenance

Pole testing

Hardware and ground wire tightening

Pole and hardware change-out

Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)

Down guy/anchor repair and replacement

Switching and grounding

Utility notification and coordination as necessary

Manhole entry, cleaning, repair, and manhole (underground) cable work

Distribution panels, repair, inspection, cleaning, and testing

**It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field (See Attachment A, PRICING for clarification).

Subcontracting for work not related directly to electrical distribution repairs and maintenance is allowed with a mark-up not to exceed five percent (5%).

2.0 TECHNICAL SPECIFICATIONS

2.1 High voltage shall be defined as 600V+/- to a maximum 13kV for all County facilities. There are no voltage minimums/maximms for transformers.

2.2 Each contractor assigned to this contract shall have the capability of repairing overhead/underground high voltage electrical transmission lines, substations, and transformers, generators while energized. This may not occur on a regular basis, however this requirement is essential should the need arise.

2.3 **All testing shall be performed by NETA or NICET certified technicians.**

Each of the Groups listed above is listed in Attachment A, PRICING.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ABM ELECTRICAL POWER SERVICES, LLC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the Maricopa County High Voltage Electrical Services Contract 10060-S.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$150,000.

DETAILED PROJECT COMPENSATION

High voltage electrical service will be purchased on an as needed basis based on the Price Sheet as described in Exhibit B.



Legislation Description

File #: 15-701, Version: 1

AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM PURCELL TIRES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of tires from Purcell Tires in a total amount not to exceed \$75,000 for fiscal year (FY) 2015-16, and to authorize the Acting City Manager to enter into an agreement and to authorize the City Manager to sign four annual one-year renewals with Purcell Tires in an amount not to exceed \$375,000 for the entire term of the contract; and to ratify the expenditure of \$8,374.98 exceeding the emergency authorized amount of \$45,000.

Background

The City of Glendale owns and maintains a city fleet of approximately 1,300 vehicles and associated equipment. This fleet of vehicles and equipment is used to support key city functions including police and fire services, sanitation services, utilities services and parks, recreation and library services.

The Equipment Management Division of the Public Works Department is responsible for purchasing, maintaining, and repairing these vehicles and charges the cost related to repairs and maintenance back to the corresponding departments. Cost related to tire purchases by department or division as a percentage is as follows: Sanitation Division (50%), Police and Fire Departments (30%), Water Services Department (5%), remaining city departments and motor pool (15%). If tires cannot be repaired or recapped, they require replacement in order to ensure vehicle safety and reliability.

Previously, Equipment Management has utilized multiple state cooperative purchasing agreements for tire purchases as they have traditionally offered the lowest costs. In order to determine and ensure that we are obtaining the lowest prices possible, the City of Glendale issued Invitation to Bid (IFB 16-14) for tire purchasing. As a result of the competitive bid process, we were able to obtain lower overall tire prices than the current state contracted pricing. A total of five vendors submitted pricing and were selected for the award.

Analysis

Staff recommends the authorization of expenditure of funds in an amount not to exceed \$75,000 with Purcell Tire for the purchase of tires during FY 2015-16 for use on city vehicles and equipment, across the organization. As different vehicle types require different tires, the IFB award allows the lowest cost offered through multiple vendors. This flexibility in purchasing is required to ensure that the needed tires are available at the lowest cost.

Community Benefit/Public Involvement

The purchase of tires and services is necessary to keep the city fleet of vehicles and equipment legal, safe and operational while delivering city services to the community.

City of Glendale Invitation For Bids (IFB) is publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the fiscal year (FY) 2015-16 Public Works Department operating and maintenance budget. Expenditures with Purcell Tires are not to exceed \$75,000 for FY 2015-16, and \$375,000 over the entire term of the contract; contingent upon Council budget approval. The replacements of tires are charged back to the departments responsible for the vehicles.

Cost	Fund-Department-Account
\$75,000	2590-18300-523220, Equipment Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 16-14
PUBLISHED DATE: SEPTEMBER 10, 2015
TITLE: TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT
BID DUE DATE AND TIME: SEPTEMBER 24, 2015 BEFORE 2:00 PM LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing a bid.**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Crista Clevenger, Contract Analyst
Materials Management Division
(623) 930-2865
CClevenger@Glendaleaz.com


	SOLICITATION NUMBER: IFB 16-14 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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SOLICITATION NUMBER: IFB 16-14

**TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT**

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

INTRODUCTION

The City of Glendale (City), Arizona, Equipment Management Division, intends to establish a term contract with qualified vendors for the purchase of tires of various Brand, Size and Model for light and heavy duty vehicles and equipment.

1.0 SPECIFICATIONS

- 1.1 All tires shall be of standard Original Equipment Manufacturers quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles and equipment.
- 1.2 All tires must be new and must have been produced or manufactured within the last one (1) year prior to delivery to the City.
- 1.3 All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any other means such as branding, application of decals, etc. will not be acceptable.
- 1.4 Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1922 for highway tires, F1923 for OffRoad/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPVs, trucks, buses, and trailers.
- 1.5 Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.
- 1.6 Throughout the term of this contract, the City reserves the right to add, remove, or make changes to the quantities and/or types to best serve the needs of the City.
- 1.7 Quantities listed in this solicitation are the City's best estimate only and do not obligate the City to order more than the City's actual requirements and subject to availability of appropriated funds.
- 1.8 Standard Manufacturer's Warranty shall apply to all tires purchased.



SOLICITATION NUMBER: IFB 16-14

**TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

- 1.9** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.
- 1.10** Prices listed in **Section 5 Bidding Schedule** shall take into consideration all inherent costs of providing the requested goods and services. The Bidder agrees to pay any and all fees, including, but not limited to, fuel surcharges, delivery and transportation costs, recycle fees, duties, custom fees, permits, brokerage fees, licenses and registrations. The City will not pay any additional charges beyond the price(s) listed in the response.



SOLICITATION NUMBER: IFB 16-14

**TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT**

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF BID One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

2.3 EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 ALTERNATE BIDS/EXCEPTIONS


Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition.

2.7 PROPRIETARY INFORMATION

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.


Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority,

	SOLICITATION NUMBER: IFB 16-14 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management

	SOLICITATION NUMBER: IFB 16-14 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City’s Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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VEHICLES AND EQUIPMENT**

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Glendale, Arizona 85301

3.0 SPECIAL TERMS AND CONDITIONS


3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 ESTIMATED QUANTITIES The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds. The City may order some, all, more, or none of the individual quantities. The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.4 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$250.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

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- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidding Schedule.
- 3.7 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.8 PRICE REDUCTION.** Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES.** Successful Supplier(s) warrants that all materials delivered under this contract shall conform to the Standard Manufacturer's Warranty. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION.** All materials 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 Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
 - 1.2.14 Stop the work immediately;
 - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to the lot number,



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destination, address and purchase order number.

- 3.13 **DELIVERY TIME** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale
- 3.15 **TERM OF AGREEMENT** The term of this agreement shall be for an initial one (1) year period.
- 3.16 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.17 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.18 **PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.19 **INSURANCE**. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

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3. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



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Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.


- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.22.1 The Contractor provides personnel that do not meet the requirements of the contract.

3.22.2 The Contractor fails to perform adequately the services required in the contract.

3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.

3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.

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3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.


If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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:
 1. Deduction from an unpaid balance;
 2. Any combination of the above or any other remedies as provided by law.

3.23 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.24 NON-DISCRIMINATION By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will


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require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

1.1 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

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4.0

BIDDER SHEET

CONDITIONAL ACCEPTANCE

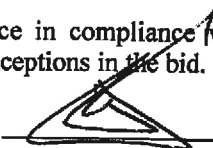
INVITATION FOR BID NO. IFB # 16-14

TITLE: TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Purdell Tires & Auto Services
 Contractor Name: DEAN BAKER Contractor Signature: 
 (Printed)
 Company Address: 10750. 41st Ave Title: MANAGER - PURDELL TIRES @ WILLOWDALE
Suite 400, Phoenix, AZ 85005 Telephone No.: 602 252 6667
 Email Address: DEAN.BAKER @ PURDELLTIRE.COM
 Company Federal I.D.: 86-0462282

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: _____



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ACCEPTANCE OF OFFER (CONTINUED)

ATTEST: _____
City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney



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5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

5.1 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
GOODYEAR	255/70R22.5	G661 RV	GUS BUS	10	\$ 360.56	\$ 3605.60
GOODYEAR	P255/70R16	WRANGLER RTS	1/2 TON P/U	10	\$ 135.29	\$ 1352.90
GOODYEAR	LT245/70R17E	WRANGLER DURATRAC	LANDFILL	10	\$ 177.27	\$ 1772.70
GOODYEAR	LT245/75R16E	WRANGLER DURATRAC	LANDFILL	10	\$ 172.87	\$ 1728.70
GOODYEAR	ST235/80R16E	MARATHON TRAILER	HD FLAT BED TRAILER	30	\$ 130.72	\$ 3921.60
GOODYEAR	LT235/85R16E	WRANGLER HT	3/4 TON P/U	10	\$ 151.60	\$ 1516.00
GOODYEAR	LT235/85R16	G614 TRACTOR	CASE TRACTOR/HD FLAT BED TRAILER	150	\$ 246.92	\$ 37038.00
GOODYEAR	P265/60R17	EAGLE RSA 108V	POLICE TAHOE	140	\$ 137.03	\$ 19184.20
GOODYEAR	P225/60R16	FUEL MAX VSB	POLICE IMPALA	40	\$ 89.77	\$ 3590.80
GOODYEAR	P245/55R18	EAGLE RSA 103V	POLICE	10	\$ 138.23	\$ 1382.30
GOODYEAR	P235/55R17	EAGLE RSA 98W	POLICE CROWN VIC	330	\$ 119.00	\$ 39270.00
GOODYEAR	385/65R22.5	G296 SUPER SINGLE	FIRE TRUCK DUMP TRUCK	10	\$ 622.93	\$ 6229.30
				100		
HANKOOK(SUB FIRESTONE)	LT245/75R17E	RH12(SUB FOR TRANSFORCE HT)	3/4 TON P/U	100	\$ 154.46	\$ 15446.00
HANKOOK(SUB FIRESTONE)	LT245/75R16E	HANKOOK(SUB FOR TRANSFORCE HT)	3/4 TON P/U	40	\$ 135.04	\$ 5401.60
HANKOOK(SUB FIRESTONE)	P225/70R15	H724(SUB FOR DESTINATION LE2)	FORD RANGER	40	\$ 73.45	\$ 2938.00



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BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
HANKOOK(SUB FIRESTONE)	P245/70R17	RH12(SUB FOR DESTINATION)	1/2 TON P/U	60	\$ <u>124.22</u>	\$ <u>7453.20</u>
HANKOOK(SUB FIRESTONE)	P235/70R16	RH12(SUB FOR DESTINATION)	1/2 TON P/U	20	\$ <u>101.80</u>	\$ <u>2036.00</u>
HANKOOK(SUB FIRESTONE)	P205/60R16	H724(SUB FOR WIDE OVAL)	FORD TAURUS	20	\$ <u>78.03</u>	\$ <u>1560.60</u>
HANKOOK(SUB FIRESTONE)	P215/60R16	H724(SUBFOR PRECISION)	FORD TAURUS/ FUSION	100	\$ <u>81.13</u>	\$ <u>8113.00</u>
HANKOOK	LT245/75R16	RH12	3/4 TON P/U	20	\$ <u>135.04</u>	\$ <u>2700.80</u>
HANKOOK	P205/75R15	H724	CHEVROLET COLORADO	30	\$ <u>72.17</u>	\$ <u>2165.10</u>
HANKOOK	P235/70R17	RH12	1/2 TON P/U	110	\$ <u>116.56</u>	\$ <u>12821.60</u>
HANKOOK	LT225/75R16	RH12	3/4 TON P/U	130	\$ <u>122.32</u>	\$ <u>15901.60</u>
HANKOOK	P225/50R17	H452 (SUB FOR H437*DISCONTINUED)	FORD FUSION	10	\$ <u>95.02</u>	\$ <u>950.20</u>
HANKOOK	P215/60R16	H725	FORD TAURUS/FUSION	10	\$ <u>76.91</u>	\$ <u>769.10</u>
HANKOOK	315/80R22.5L	AH11	MOST HD TRUCKS	270	\$ <u>421.51</u>	\$ <u>113807.70</u>
HANKOOK	11R22.5	AH12	MOST HD TRUCKS	210	\$ <u>312.83</u>	\$ <u>65694.30</u>
MICHELIN	225/70R19.5	G XZE	F450/F550/ AMBULANCE	50	\$ <u>348.34</u>	\$ <u>17417.00</u>
MICHELIN	12R22.5	XZE L/R H	FIRE TRUCK	10	\$ <u>629.64</u>	\$ <u>6296.40</u>
MICHELIN	425/65R22.5	XFE L/R L HIGHWAY TREAD	FIRE TRUCK	10	\$ <u>839.15</u>	\$ <u>8391.50</u>
MICHELIN	425/65R22.5	XZY3 L/R L OFF-ROAD TREAD	DUMP TRUCK	10	\$ <u>819.44</u>	\$ <u>8194.40</u>



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BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
MICHELIN / MOTORCYCLE	FRONT 120/70ZR18	PILOT ROAD 4	PD MC	30	\$ _____	\$ _____
MICHELIN / MOTORCYCLE	REAR 170/60ZR17	PILOT ROAD 4G	PD MC	40	\$ _____	\$ _____
GALAXY	19.5L-24	HULK 14-PLY	CASE TRACTORS	10	<u>\$ 1218.00</u>	<u>\$ 12180.00</u>
SAMSON	950 X 16.5	12-PLY TRAILER	HD TRAILER	10	<u>\$ 103.00</u>	<u>\$ 1030.00</u>
MASTERTRAK	75R15E	ST225	MEDIUM DUTY TRAILER	20	<u>\$ 50.00</u>	<u>\$ 1000.00</u>
MASTERTRAK	75R15D	ST205 TRAILER	LIGHT DUTY TRAILER	30	<u>\$ 42.00</u>	<u>\$ 1260.00</u>
TITAN	12 X 16.5	HD2000 II	TRACTOR	10	<u>\$ 200.32</u>	<u>\$ 2003.20</u>

5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 0 %

5.3 **DELIVERY** Bidder states that all services shall be performed in accordance with IFB specifications.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

Company Name: PUCKETT TIRES @ WHOLESALE



Legislation Description

File #: 15-702, Version: 1

AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM CHARLIE CASE TIRE LLC, DOING BUSINESS AS COMMUNITY TIRES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of tires from Charlie Case Tire LLC, doing business as (dba) Community Tires in a total amount not to exceed \$225,000 for fiscal year (FY) 2015-16, and to authorize the Acting City Manager to enter into an agreement and to authorize the City Manager to sign four annual one-year renewals with Community Tires in an amount not to exceed \$1,125,000 for the entire term of the contract.

Background

The City of Glendale owns and maintains a city fleet of approximately 1,300 vehicles and associated equipment. This fleet of vehicles and equipment is used to support key city functions including police and fire services, sanitation services, utilities services and parks, recreation and library services.

The Equipment Management Division of the Public Works Department is responsible for purchasing, maintaining, and repairing these vehicles and charges the cost related to repairs and maintenance back to the corresponding departments. Cost related to tire purchases by department or division as a percentage is as follows: Sanitation Division (50%), Police and Fire Departments (30%), Water Services Department (5%), remaining city departments and motor pool (15%). If tires cannot be repaired or recapped, they require replacement in order to ensure vehicle safety and reliability.

Previously, Equipment Management has utilized multiple state cooperative purchasing agreements for tire purchases as they have traditionally offered the lowest costs. In order to determine and ensure that we are obtaining the lowest prices possible, the City of Glendale issued Invitation to Bid (IFB 16-14) for tire purchasing. As a result of the competitive bid process, we were able to obtain lower overall tire prices than the current state contracted pricing. A total of five vendors submitted pricing and were selected for the award.

Analysis

Staff recommends the authorization of expenditure of funds in an amount not to exceed \$225,000 with Community Tires for the purchase of tires during FY 2015-16 for use on city vehicles and equipment, across the organization. As different vehicle types require different tires, the IFB award allows the lowest cost offered through multiple vendors. This flexibility in purchasing is required to ensure that the needed tires are available at the lowest cost.

Community Benefit/Public Involvement

The purchase of tires and services is necessary to keep the city fleet of vehicles and equipment legal, safe and operational while delivering city services to the community.

City of Glendale Invitation For Bids (IFB) is publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the FY 2015-16 Public Works Department operating and maintenance budget. Expenditures with Charlie Case Tire LLC, dba Community Tires are not to exceed \$225,000 for FY 2015-16, and \$1,125,000 for the entire term of the contract; contingent upon Council budget approval. The replacements of tires are charged back to the departments responsible for the vehicles.

Cost	Fund-Department-Account
\$225,000	2590-18300-523220, Equipment Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 16-14
PUBLISHED DATE: SEPTEMBER 10, 2015
TITLE: TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT
BID DUE DATE AND TIME: SEPTEMBER 24, 2015 BEFORE 2:00 PM LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing a bid.**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger, Contract Analyst
Materials Management Division
(623) 930-2865
CClevenger@Glendaleaz.com




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**TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT**

CITY OF GLENDALE
Materials Management
5850 West Glendale
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Glendale, Arizona 85301

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INTRODUCTION

The City of Glendale (City), Arizona, Equipment Management Division, intends to establish a term contract with qualified vendors for the purchase of tires of various Brand, Size and Model for light and heavy duty vehicles and equipment.

1.0 SPECIFICATIONS

- 1.1 All tires shall be of standard Original Equipment Manufacturers quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles and equipment.
- 1.2 All tires must be new and must have been produced or manufactured within the last one (1) year prior to delivery to the City.
- 1.3 All tires must have the size (including load range), manufacturer’s name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any other means such as branding, application of decals, etc. will not be acceptable.
- 1.4 Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1922 for highway tires, F1923 for OffRoad/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPVs, trucks, buses, and trailers.
- 1.5 Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.
- 1.6 Throughout the term of this contract, the City reserves the right to add, remove, or make changes to the quantities and/or types to best serve the needs of the City.
- 1.7 Quantities listed in this solicitation are the City’s best estimate only and do not obligate the City to order more than the City’s actual requirements and subject to availability of appropriated funds.
- 1.8 Standard Manufacturer’s Warranty shall apply to all tires purchased.



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- 1.9** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.
- 1.10** Prices listed in **Section 5 Bidding Schedule** shall take into consideration all inherent costs of providing the requested goods and services. The Bidder agrees to pay any and all fees, including, but not limited to, fuel surcharges, delivery and transportation costs, recycle fees, duties, custom fees, permits, brokerage fees, licenses and registrations. The City will not pay any additional charges beyond the price(s) listed in the response.



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2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF BID One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

2.3 EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 ALTERNATE BIDS/EXCEPTIONS

Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition.

2.7 PROPRIETARY INFORMATION

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority,



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the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 EVALUATION LITERATURE**
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management

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employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City’s Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 ESTIMATED QUANTITIES The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds. The City may order some, all, more, or none of the individual quantities. The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.


3.4 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$250.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.



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- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidding Schedule.
- 3.7 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.8 PRICE REDUCTION.** Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES.** Successful Supplier(s) warrants that all materials delivered under this contract shall conform to the Standard Manufacturer's Warranty. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION.** All materials 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 Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
 - 1.2.14 Stop the work immediately;
 - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to the lot number,

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destination, address and purchase order number.

- 3.13 **DELIVERY TIME** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale
- 3.15 **TERM OF AGREEMENT** The term of this agreement shall be for an initial one (1) year period.
- 3.16 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.17 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.18 **PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.19 **INSURANCE.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.



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3. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



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Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.


- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.22.1 The Contractor provides personnel that do not meet the requirements of the contract.

3.22.2 The Contractor fails to perform adequately the services required in the contract.

3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.

3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.

	SOLICITATION NUMBER: IFB 16-14 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.


If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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:
 - 1. Deduction from an unpaid balance;
 - 2. Any combination of the above or any other remedies as provided by law.

3.23 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.24 NON-DISCRIMINATION By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will

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require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

1.1 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.



SOLICITATION NUMBER: IFB 16-14
TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

CITY OF GLENDALE
 Materials Management
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 Glendale, Arizona 85301

4.0

BIDDER SHEET

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-14

TITLE: TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Charlie Case Tire LLC Contractor Signature: Randy Beck
 (Printed) DBA Community Tire
 Company Address: 123 E. Durango St Title: Manager - Randy Beck
Phx, AZ 85004 Telephone No.: 602-250-8650
 Email Address: Randy@communitytirepros.com
 Company Federal I.D.: 86-1038950

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: _____



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ACCEPTANCE OF OFFER (CONTINUED)

ATTEST: _____
City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney



SOLICITATION NUMBER: IFB 16-14
TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

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5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
GOODYEAR	255/70R22.5	G661 RV	GUS BUS	10	\$ <u>355.56</u>	\$ <u>3555.60</u>
GOODYEAR	P255/70R16	WRANGLER RTS	1/2 TON P/U	10	\$ <u>135.29</u>	\$ <u>1352.90</u>
GOODYEAR	LT245/70R17E	WRANGLER DURATRAC	LANDFILL	10	\$ <u>172.87</u>	\$ <u>1728.70</u>
GOODYEAR	LT245/75R16E	WRANGLER DURATRAC	LANDFILL	10	\$ <u>170.00</u>	\$ <u>1700.00</u>
GOODYEAR	ST235/80R16E	MARATHON TRAILER	HD FLAT BED TRAILER	30	\$ <u>123.34</u>	\$ <u>3700.20</u>
GOODYEAR	LT235/85R16E	WRANGLER HT	3/4 TON P/U	10	\$ <u>146.38</u>	\$ <u>1463.80</u>
GOODYEAR	LT235/85R16	G614 TRACTOR	CASE TRACTOR/HD FLAT BED TRAILER	150	\$ <u>243.00</u>	\$ <u>36450.00</u>
GOODYEAR	P265/60R17	EAGLE RSA 108V	POLICE TAHOE	140	\$ <u>135.00</u>	\$ <u>18900.00</u>
GOODYEAR	P225/60R16	FUEL MAX VSB	POLICE IMPALA	40	\$ <u>99.61</u>	\$ <u>3984.40</u>
GOODYEAR	P245/55R18	EAGLE RSA 103V	POLICE	10	\$ <u>138.23</u>	\$ <u>1382.30</u>
GOODYEAR	P235/55R17	EAGLE RSA 98W	POLICE CROWN VIC	330	\$ <u>116.50</u>	\$ <u>38445.00</u>
GOODYEAR	385/65R22.5	G296 SUPER SINGLE	FIRE TRUCK DUMP TRUCK	10	\$ <u>620.00</u>	\$ <u>6200.00</u>
FIRESTONE	LT245/75R17E	TRANSFORCE HT	3/4 TON P/U	100	\$ <u>120.00</u>	\$ <u>12000.00</u>
FIRESTONE	LT245/75R16E	TRANSFORCE HT FI	3/4 TON P/U	40	\$ <u>110.00</u>	\$ <u>4400.00</u>
FIRESTONE	P225/70R15	DESTINATION LE2	FORD RANGER P/U	40	\$ <u>86.98</u>	\$ <u>3479.20</u>



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BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
FIRESTONE	P245/70R17	DESTINATION LE2	1/2 TON P/U	60	\$ <u>102.00</u>	\$ <u>6120.00</u>
FIRESTONE	P235/70R16	DESTINATION LE2	1/2 TON P/U	20	\$ <u>103.34</u>	\$ <u>2066.80</u>
FIRESTONE	P205/60R16	WIDE OVAL	FORD TAURUS	20	\$ <u>95.20</u>	\$ <u>1904.00</u>
FIRESTONE	P215/60R16	PRECISION TOURING	FORD TAURUS/ FUSION	100	\$ <u>67.50</u>	\$ <u>6750.00</u>
HANKOOK	LT245/75R16	RH12	3/4 TON P/U	20	\$ <u>135.04</u>	\$ <u>2700.80</u>
HANKOOK	P205/75R15	H724	CHEVROLET COLORADO	30	\$ <u>72.17</u>	\$ <u>2165.10</u>
HANKOOK	P235/70R17	RH12	1/2 TON P/U	110	\$ <u>107.00</u>	\$ <u>11770.00</u>
HANKOOK	LT225/75R16	RH12	3/4 TON P/U	130	\$ <u>120.00</u>	\$ <u>15600.00</u>
HANKOOK	P225/50R17	H437	FORD FUSION	10	\$ <u>85.11</u>	\$ <u>851.10</u>
HANKOOK	P215/60R16	H725	FORD TAURUS/FUSION	10	\$ <u>78.12</u>	\$ <u>781.20</u>
HANKOOK	315/80R22.5L	AH11	MOST HD TRUCKS	270	\$ <u>395.00</u>	\$ <u>106650.00</u>
HANKOOK	11R22.5	AH12	MOST HD TRUCKS	210	\$ <u>297.16</u>	\$ <u>62403.60</u>
MICHELIN	225/70R19.5	G XZE	F450/F550/ AMBULANCE	50	\$ <u>345.00</u>	\$ <u>17250.00</u>
MICHELIN	12R22.5	XZE L/R H	FIRE TRUCK	10	\$ <u>679.64</u>	\$ <u>6796.40</u>
MICHELIN	425/65R22.5	XFE L/R L HIGHWAY TREAD	FIRE TRUCK	10	\$ <u>939.15</u>	\$ <u>9391.50</u>
MICHELIN	425/65R22.5	XZY3 L/R L OFF-ROAD TREAD	DUMP TRUCK	10	\$ <u>919.44</u>	\$ <u>9194.40</u>



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TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

CITY OF GLENDALE
Materials Management
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BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
MICHELIN / MOTORCYCLE	FRONT 120/70ZR18	PILOT ROAD 4	PD MC	30	\$ No Bid	\$ 0
MICHELIN / MOTORCYCLE	REAR 170/60ZR17	PILOT ROAD 4G	PD MC	40	\$ No Bid	\$ 0
GALAXY	19.5L-24	HULK 14-PLY	CASE TRACTORS	10	\$ 1495.00	\$ 14950.00
SAMSON	950 X 16.5	12-PLY TRAILER	HD TRAILER	10	\$ 115.70	\$ 1157.00
MASTERTRAK	75R15E	ST225	MEDIUM DUTY TRAILER	20	\$ 68.00	\$ 1360.00
MASTERTRAK	75R15D	ST205 TRAILER	LIGHT DUTY TRAILER	30	\$ 58.00	\$ 1740.00
TITAN	12 X 16.5	HD2000 II	TRACTOR	10	\$ 225.00	\$ 2250.00

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.3 %

5.3 DELIVERY Bidder states that all services shall be performed in accordance with IFB specifications.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Charlie Case Tire LLC dba Community Tire



Legislation Description

File #: 15-703, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH FIVE G INC., FOR GUARD RAIL INSTALLATION, SERVICES AND ACCESSORIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into Amendment No. 1 to the Agreement with Five G Inc., to provide guard rail installation, services and accessories in an amount not to exceed \$80,000 for the initial term, effective upon signing of the amendment and running through April 30, 2016, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional three years, in one-year increments, based on the renewal of Contract No. 12180-S by Maricopa County, in an amount not to exceed \$320,000 for the entire term of the agreement.

Background

Five G Inc., was awarded a bid by Maricopa County for guard rail installation, services and accessories, and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 12180-S was awarded on April 11, 2013, with an expiration date of April 30, 2016, and includes an option to renew the term of this contract up to a maximum of three additional years, in one-year periods, allowing the contract to be extended through April 30, 2019.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Analysis

This amendment is for guard rail installation, services and accessories. This amendment will allow for emergency repairs, and/or repairs that are routine in nature. On October 28, 2014, the city administratively awarded agreement C-9532 with Five G Inc., to provide guard rail installation, services and accessories in an amount not to exceed \$40,000. This original agreement amount was not adequate to fund unanticipated repairs throughout the year. In order to meet the demand, a budget request of \$80,000 annually is necessary in order to maintain the level of repairs needed in the city.

Community Benefit/Public Involvement

Vehicle, pedestrian, and bicycle traffic safety is a top priority for the City of Glendale. Crash attenuators, guardrails, and other traffic safety devices are facilities that must be kept in good working condition, and repaired as necessary, in order to maintain the highest safety levels possible.

Cooperative purchasing produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 Public Works Operating and Maintenance budget. Expenditures with Five G Inc. are not to exceed \$80,000 annually; and total expenditures are not to exceed \$320,000 for the entire term of the agreement.

Cost	Fund-Department-Account
\$80,000	1340-16820-518200, Signs and Markings

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AMENDMENT NO. 1
TO
THE LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
FIVE G INC.**

This Amendment No. 1 ("Amendment") to the Linking Agreement Between the City of Glendale and Five G Inc. ("Agreement") is made this ____ day of _____, 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Five G, Inc., an Arizona corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Linking Agreement between the City of Glendale and Five G Inc., for Guard Rail Installation, Services and Accessories, Contract No. C-9532, dated October 28, 2014 ("Agreement"); and
- B. The original Maricopa County Agreement, Contract No. 12180-S, as amended, expires on April 30, 2016, with an option to renew up to a maximum of three (3) additional years; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from the Effective Date of this Agreement through April 30, 2016, with an option to renew up to a maximum of three (3) additional years, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The compensation of the Agreement is amended and shall not exceed \$80,000 annually or \$320,000 for the entire term of the contract.
5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona municipal corporation

Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Five G Inc.,
an Arizona corporation

By: Hail Gray
Its: PRES.

CITY CLERK ORIGINAL

C-9532
10/28/2014

LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND FIVE G INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 9 day of December, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Five G Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 11, 2013, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the **Guard Rail Installation, Services and Accessories, Contract No. 12180-S** which is attached hereto as **Exhibit A**. The **Maricopa County's Guard Rail Installation, Services and Accessories** permits its cooperative use by other governmental agencies including the City, pursuant to the **Strategic Alliance for Volume Expenditures (SAVE)** intergovernmental cooperative purchase agreement. The **Maricopa County's Guard Rail Installation, Services and Accessories** is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from the date of award, which was **April 11, 2013**, until the date the contract expires on **April 11, 2016**, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting

parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond **April 11, 2019**. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until **April 11, 2016**.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$40,000**.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

City of Glendale
c/o Ken Vayda
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2674


and

Five G Inc.
c/o John Gray
3801 E. Superior Avenue
Phoenix, Arizona 85040-1644
602-437-0201

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

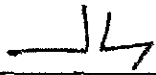
“City”

City of Glendale, an Arizona
municipal corporation


By: 
Brenda S. Fischer
City Manager

“Contractor”

Five G Inc.
an Arizona corporation

By: 
John Gray, Corporate Secretary

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

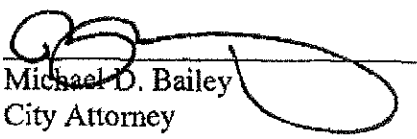

Michael D. Bailey
City Attorney

EXHIBIT A

Maricopa County Contract No. 12180-S - Guard Rail Installation, Services and Accessories

SERIAL 12180 S GUARD RAIL INSTALLATION, SERVICES & ACCESSORIES

DATE OF LAST REVISION: April 11, 2013 CONTRACT END DATE: April 30, 2016

CONTRACT PERIOD THROUGH APRIL 30, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **GUARD RAIL INSTALLATION, SERVICES & ACCESSORIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 11, 2013.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/mm
Attach

Copy to: Office of Procurement Services
 Valerie Chavez, MCDOT

GUARD RAIL INSTALLATION, SERVICES & ACCESSORIES**1.0 INTENT:**

The intent of this contract is for providing Guard Rail Installation, Services and Accessories for various locations throughout Maricopa County. Construction and repair services of guardrail may include but are not limited to: supplying all labor, material, equipment and traffic control to construct new guardrail, reconstruct existing guardrail and install guardrail end treatments (extruded terminal, crash cushions, etc). Guardrail related construction activities shall include but not be limited to the delineation of guardrail sections and guardrail terminals, including all necessary components and markings, installed new or reconstructed.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.22 and 2.23, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:**2.1 CORRUGATED METAL GUARD RAIL**

Corrugated Metal Guard Rail Flared Ends and Wood Timber Posts shall meet the specifications of Section 415 of the Uniform Standard Specifications for Public Works Construction by the Maricopa Association of Governments (MAG) and MAG Standard Details Nos. 135-1, 135-2 & 135-3 and Maricopa County Department of Transportation (MDOT) supplement to MAG Section 415, current edition.

2.2 GUARD RAIL EXTRUDED TERMINALS

Guard Rail Extruded Terminals shall comply with the Maricopa County Department of Transportation (MDOT) supplement to MAG Sections 415 & 416, current edition. End terminals shall be Trinity Industries type ET-2000, or equal.

2.3 PRISMATIC GUARD RAIL

Prismatic guard rail reflector tabs shall comply with the Maricopa County Department of Transportation (MDOT) supplement to MAG Sections 415, current edition, and MCDOT Standard Drawing 3002 or 3003, Reflector Tab Detail.

2.4 HARDWARE

All hardware to be included pursuant to bolt and nuts as specified in Section 2.1 and Section 2.2 above.

2.5 SPECIAL PROVISIONS – ADDITION OF SERVICES

The following special provisions modify the MAG Uniform Standard Specifications as revised by the MCDOT Supplement to MAG Uniform Standard Specifications.

2.5.1 SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**2.6 (107.1) LAWS TO BE OBSERVED, add the following:**

The Contractor shall insure that contract operations are in compliance with procedures and requirements of the Maricopa County Air Pollution Control Rules and Ordinances with special attention given to the fugitive dust requirements. The Contractor shall pay any penalties imposed upon MCDOT where the violation is a direct result of actions or inactions by the Contractor, the contractor's employees or subcontractors.

- 2.7 (107.2) PERMITS
 - 2.7.1 (107.2.1) AZPDES (NPDES) Construction General Permit Requirements, add the following:
 - 2.7.1.1 Work assignments will not usually be subject to the Arizona Pollutant Discharge Elimination System (AZPDES) general permit requirements for construction sites under the Arizona Department of Environmental Quality (ADEQ), the AZPDES Construction General Permit. If a work assignment is subject to AZPDES permit requirements, payment terms will be negotiated.

- 2.8 (107.5) SAFETY, HEALTH, AND SANITATION PROVISIONS
 - 2.8.1 (107.5.5) Safety Plan, add the following:
 - 2.8.1.1 The Contractor's Safety Plan shall be submitted prior to commencement of work. The Contractor may submit a safety plan for all work performed under this contract. Prior to the commencement of work on each work assignment, the Contractor shall as a minimum review the Safety Plan for accuracy and completeness, then submit a revised plan incorporating any needed changes or submit confirmation that the safety plan on record is current and accurate. CONTRACTOR SAFETY PLAN GUIDELINES are available on the MCDOT website at: <http://www.mcdot.maricopa.gov/manuals/home.htm>

- 2.9 SECTION 108 COMMENCEMENT, PROSECUTION AND PROGRESS
 - 2.9.1 (108.1) NOTICE TO PROCEED, add the following:
 - 2.9.1.1 Each work assignment will have a Notice to Proceed issued after a Pre-Construction Conference has been conducted and submittals in accordance with section 108.1.1 (Pre-Construction Conference) have been received by the Engineer.
 - 2.9.2 (108.1.1) PRE-CONSTRUCTION CONFERENCE, add the following:
 - 2.9.2.1 The Contractor shall submit to the Engineer during the pre-construction conference a copy of the dust control plan approved by the Maricopa County Air Quality Department.
 - 2.9.3 (108.9) FAILURE TO COMPLETE ON TIME, add the following:
 - 2.9.3.1 The liquidated damages provisions of section 108.9 apply to each work assignment of the Job Order Contract. The original work assignment amount shall be used in the column labeled "Original Contract Amount" of Table 108-1 to determine the Daily Charges.

- 2.10 SECTION 401 TRAFFIC CONTROL
 - 2.10.1 (401.7) PAYMENT
 - 2.10.1.1 Payment for Traffic Control will be based upon approved time and material invoices, in accordance with Section 109.5 in an amount not to exceed the ALLOWANCE established by mutual agreement between the Contractor and the County for each work assignment.

2.11 SECTION 415 FLEXIBLE METAL GUARDRAIL

2.11.1 (415.1) DESCRIPTION is replaced with the following:

2.11.1.1 This work shall consist of constructing new flexible metal guardrail, adjusting existing guardrail height, repairing guardrail, removing guardrail, or removing and reconstructing existing guardrail.

2.11.2 (415.3) CONSTRUCTION REQUIREMENTS:

2.11.2.1 (415.3.1) General: is replaced with the following:

2.11.2.1.1 Any section of guardrail that is removed for modification shall be replaced within five calendar days of the date the guardrail is removed, unless otherwise directed by the Engineer. At the end of each day, incomplete guardrail sections having an exposed end toward oncoming traffic shall have an appropriate temporary protective end treatment acceptable to the engineer, set securely in place together with approved overnight traffic control devices in place.

2.11.2.2 (415.3.3) Roadway Guardrail, add the following:

2.11.2.2.1 Pilot hole drilling shall be provided at no extra cost where needed. Depending on the soil conditions where guardrail is installed, the Engineer may require slurry (1 Sack CLSM mix in accordance with section 728) around some if not all guardrail posts. Payment for slurry shall be included in the unit costs listed in Exhibit A (Unit Price List attached in Appendix B).

2.11.2.2.2 Guardrail installations shall be classified as follows:

2.11.2.2.2.1 Driven – Normally encountered ground condition that allows posts to be driven into the ground.

2.11.2.2.2.2 Machine Dug – Ground conditions do not allow posts to be driven. Placement requires use of an auger or other special equipment. The Engineer shall determine if Machine Digging is required.

2.11.2.2.2.3 Hand Dug – Required when utilities are shown to be within two feet of the post location.

2.11.2.2.2.4 Soft Dig – Required when obstruction precludes use of auger or other equipment.

2.11.2.3 (415.3.7) Reconstruct Guardrail:

2.11.2.3.1 Existing guardrail, guardrail terminals, guardrail transitions, anchor assemblies, end terminal assemblies, and other guardrail systems, shall be removed and reconstructed at the locations shown on the project plans, and in accordance with the provisions specified for new guardrail.

2.11.2.3.2 When reconstruct guardrail is specified, posts shall be completely removed and the voids backfilled and compacted. When guardrail anchor assemblies are removed, the existing

concrete foundation shall be fully removed and the void backfilled and compacted.

- 2.11.2.3.3 All guardrail components requiring removal shall be removed in such a manner as to prevent damage to and minimize the loss of the components.
- 2.11.2.3.4 If any materials designated for reconstruction are deemed by the Engineer to be unsuitable for reuse or if the quantities of existing materials are insufficient to complete the work, the contractor shall furnish new materials in sufficient quantities to complete the work. New materials will be paid at the rate indicated in Exhibit B (Unit Price List).
- 2.11.2.3.5 Items designated to be reused, which are lost, damaged or destroyed as a result of the contractor's operations, shall be repaired or replaced by the contractor at no additional cost to the County.
- 2.11.2.3.6 Existing post, blocks, rail elements or hardware which are not required for guardrail reconstruction or which the Engineer deems unsuitable for reconstruction, shall be removed and disposed of by the Contractor.
- 2.11.2.3.7 Where new bolt-holes in rail elements are required, the holes shall be made by punching or drilling. Flame-cut bolt-holes will not be permitted.
- 2.11.2.4 (415.3.8) Adjust Guardrail Height:
 - 2.11.2.4.1 This work consists of adjusting guardrail by raising or lowering it to the proper height to conform to with the details shown on the plans, or as directed by the Engineer and as specified in the special provisions.
 - 2.11.2.4.2 Remove existing guardrail and appurtenances. Remove and reinstall posts at the proper height, or raise posts to the proper height and set firmly by working grout or other materials under the post in a manner satisfactory to the Engineer.
 - 2.11.2.4.3 Reinstall all guardrail components during the same day they are removed.
 - 2.11.2.4.4 Materials damaged by the Contractor's operations shall be replaced by the Contractor at no additional cost to the County.
- 2.11.2.5 (415.3.9) Removal of Guardrail:
 - 2.11.2.5.1 Undamaged guardrail, posts, and end treatments indicated for removal and not designated for project reuse shall be removed and delivered to a county yard that the inspector and/or project manager will approve. Damaged guardrail that is designated for salvage will be transported to a metal recycle bin in a county yard. Guardrail and posts designated for salvage or re-use that are damaged by the contractor's operations shall be replaced at the Contractor's expense.
 - 2.11.2.5.2 Payment for Guardrail Removal shall include transporting the salvaged materials to a county yard.

- 2.11.2.5.3 NW Yard 12975 West Bell Road
- 2.11.2.5.4 SW Yard 26449 West State Route 85 (Buckeye)
- 2.11.2.5.5 SE Yard 2919 West Durango Street
- 2.11.2.5.6 NE Yard 41835 North New River Road, Phoenix AZ 85087

2.11.3 (415.4) METHOD OF MEASUREMENT, add the following:

- 2.11.3.1 Reconstructed guardrail of the various types will be measured by the linear foot. The limits of measurement shall conform to MCDOT Detail 3016.
- 2.11.3.2 Removed Guardrail and Adjusted Guardrail Height will be measured by the linear foot.
- 2.11.3.3 Nested guardrail, types 1, 2, and 3, and guardrail transitions will be measured by the unit each, complete and accepted as shown on the project plans.

2.11.4 (415.5) PAYMENT, add the following:

- 2.11.4.1 The contractor will be paid for furnishing and reconstructing guardrail related components, and hardware to replace components deemed by the Engineer unsuitable for reuse, or to supplement insufficient existing quantities required for reconstruction of the various types of guardrail and for the construction of new guard rail and related components. Payment will be at the contract unit prices
- 2.11.4.2 The accepted quantities of adjusted guardrail will be paid for at the Contract unit price for the pay item Adjusted Guardrail Height. Payment will be compensation in full for all materials, equipment, labor and incidentals necessary to complete the work as specified.

2.12 SECTION 416 GUARDRAIL END TERMINALS

2.12.1 (416.1) DESCRIPTION is replaced with the following:

- 2.12.1.1 The work under this section shall consist of furnishing all materials and constructing new end treatments sections adjusting existing height extruder head assembly, repairing or replacing damaged end treatment components and in accordance with specified details and the requirements of these specifications. This work shall also include all the work and materials to delineate guardrail end treatment.

2.12.2 (416.2) MATERIALS: is replaced with the following:

- 2.12.2.1 All guardrail terminal sections and guardrail transition sections shall be compliant to NCHRP 350 Test Level 3, published by the Federal Highway Administration or compliant with an equivalent test level of the AASHTO 2009 Manual for Assessing Safety Hardware (MASH) unless otherwise specifically approved by the Engineer. End terminals shall be type ET-PLUS as supplied by Trinity Highway Products LLC, 2525 Stemmons Freeway, Dallas Texas, 75207. Manufacturer's specification and installation instructions shall be submitted to the Engineer for approval and shall be available at the worksite during installation and inspection. The following Trinity Highway Products ET-Plus Details shall be used for installation of extruder end terminals:

- 2.12.2.1.1 Detail # SS 612 for the installation of the 50.0 ft. section,
- 2.12.2.1.2 Detail # SS 611 for the installation of the 37.5 ft. section, and

2.12.2.1.3 Detail # SS 610 for the installation of the 25.0 ft. section (Test Level 2).

2.12.3 (416.4) MEASUREMENT is replaced with the following:

2.12.3.1 (416.4.1) Guardrail End Terminals: Measurement for furnishing materials for reconstructing existing and installing new ET-PLUS terminal section will be per each, complete in place, including 25.0 feet, 37.5 feet or 50 feet of guardrail, guardrail extruder, offset strut, anchor assembly, steel tubes, posts, hardware and delineation as required, excavation, backfill, and disposal of surplus material.

2.12.4 (416.5) PAYMENT is replaced with the following:

2.12.4.1 The contractor will be paid for furnishing and reconstructing ET Plus end terminal sections including all related items and hardware to replace components deemed by the Engineer unsuitable for reuse, or to supplement insufficient existing quantities required for reconstruction of the various types of end terminals and for the construction of new end terminal sections. Payment will be at the contract unit prices.

2.13 SECTION 417 CRASH CUSHIONS

2.13.1 (417.1) DESCRIPTION: is replaced with the following:

2.13.1.1 The work under this section shall consist of furnishing all materials and installing new crash cushions and repairing and upgrading existing systems with damaged components at the locations shown on the project plans in accordance with these specifications.

2.13.2 (417.2) MATERIALS: is replaced with the following:

2.13.2.1 All impact attenuation devices and transition components shall be compliant to NCHRP 350 Test Level 3, published by the Federal Highway Administration or compliant with an equivalent test level of the AASHTO 2009 Manual for Assessing Safety Hardware (MASH) unless otherwise specifically approved by the Engineer. Attenuation devices shall be TRACC™ Crash Cushions as supplied by Trinity Industries, 2525 Stemmons Freeway, Dallas Texas, 75207 unless otherwise approved by the Engineer.

2.13.2.2 Manufacturer's specification and installation instructions shall be submitted to the Engineer for approval and shall be available at the worksite during installation and inspection.

2.13.2.3 The following Trinity Highway Products TRACC system shall be used for new installation of crash cushions:

2.13.2.4 Short TRACC

2.13.2.5 TRACC

2.13.2.6 Wide TRACC

2.13.2.7 Foundation of all TRACC systems will be 6" Reinforced concrete Pad as per manufacture's specification and recommendation and approved by the engineer

2.13.3 (417.3) CONSTRUCTION REQUIREMENTS: is replaced with the following:

2.13.3.1 The construction of crash cushions shall include the assembly and erection of all component parts complete at the locations shown on the project plans and in compliance with the manufacturer's specifications. Information regarding

assembly and installation of the TRACCTM attenuating crash cushions may be obtained from Trinity Highway Products LLC 1-800-722-7976.

2.13.4 (417.4) MEASUREMENT: is replaced with the following:

2.13.4.1 Measurement for reconstructing existing crash cushions and for constructing new TRACC Crash Cushions will be by each for all types and as per manufactures approved plans and accepted by the Engineer.

2.13.5 (417.5) PAYMENT: is replaced with the following:

2.13.5.1 Payment for crash cushions will be for furnishing and reconstructing existing Crash Cushion Systems and related hardware to replace components deemed by the Engineer unsuitable for reuse, or to supplement insufficient existing quantities required for reconstruction of the various types of guardrail and for the construction of new Crash Cushion Systems and related components. Payment will be at the contract unit prices

2.13.6 STANDARD DETAILS

2.13.6.1 Maricopa County DOT Standard Details 3000 series are listed below and copies attached in Exhibit 2 - 14

- 2.13.6.1.1 3001 (Exhibit 2)
- 2.13.6.1.2 3002 (Exhibit 3)
- 2.13.6.1.3 3003 (Exhibit 4)
- 2.13.6.1.4 3005 (Exhibit 5)
- 2.13.6.1.5 3006 (Exhibit 6)
- 2.13.6.1.6 3007 (Exhibit 7)
- 2.13.6.1.7 3008-1 (Exhibit 8)
- 2.13.6.1.8 3008-2 (Exhibit 9)
- 2.13.6.1.9 3008-3 (Exhibit 10)
- 2.13.6.1.10 3010-1 (Exhibit 11)
- 2.13.6.1.11 3010-1 (Exhibit 12)
- 2.13.6.1.12 3012-1 (Exhibit 13)
- 2.13.6.1.13 3016 (Exhibit 14)

2.13.6.2 For access to 2011 Supplement to the MAG uniform standard specifications and details for public work construction please refer to:
http://www.mcdot.maricopa.gov/technical/eng-manuals/2012_Suppl.pdf

2.14 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.16 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.17 INVOICES AND PAYMENTS:

2.17.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.19 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within thirty (30) days of receipt of a Purchase Order, to any delivery location within Maricopa County as specified by the County. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.20 PICK UP:

The County shall be responsible for picking up all purchased material.

2.21 FUEL COST PRICE ADJUSTMENT:

2.21.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner

fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

- 2.21.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.21.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.21.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.21.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.
- 2.21.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 2.21.7 The computation of the fuel surcharge amount shall be determined as follows:
- 2.21.8 The fuel cost component from Attachment A (Vendor Information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
 - 2.21.8.1 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
 - 2.21.8.2 The surcharge shall be added as a separate line item to the invoice.

2.22 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a

solicitation issued by the County. If you do not want to grant such access to a member of SAVE, please state so in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.23 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Three (3) additional years (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 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.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.



Legislation Description

File #: 15-704, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH WATER & ENERGY SYSTEMS TECHNOLOGY, INC.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for Council to authorize the Acting City Manager to enter into a linking agreement with Water & Energy Systems Technology, Inc., to provide water treatment chemicals and services in an amount not to exceed \$23,500 annually, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional three, one-year renewals, not to exceed \$94,000 for the full term of the agreement.

Background

The agreement with Water & Energy Systems Technology, Inc., will be utilized to provide water treatment chemicals, monthly services and other services on an as-needed basis to prevent bacteria growth, corrosion and buildup of hard water deposits on chiller tube barrels, boilers and all other closed loop systems. Properly treated water prevents premature failure of cooling towers as well as protecting the health of building occupants.

Water & Energy Systems Technology, Inc. was awarded a bid by Pima County for Water Treatment Chemicals & Supervisory Services and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Agreement No. 15000000000000000002 was awarded on August 8, 2014 and ends on August 7, 2016, and includes an option to renew the term of the agreement for an additional three years, in one-year periods, allowing the agreement to be extended through August 7, 2019.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Analysis

The city's agreement with Water & Energy Systems Technology, Inc., will be effective upon signing of the agreement and run through August 7, 2016. Should Council approve the requested authorization for the City

Manager to renew the agreement, and with the annual renewal of the Pima County agreement, the city's agreement with Water & Energy Systems Technology, Inc., may be extended for an additional three years, in one-year increments, with a final termination date of August 7, 2019.

Community Benefit/Public Involvement

Maintaining properly treated water and preventing premature failure of cooling towers is necessary for the safety of employees who work and the citizens who visit these public facilities.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Expenditures with Water & Energy Systems Technology Inc., are estimated to be \$23,500 annually, with a not to exceed amount of \$94,000 over the entire term of the agreement.

Cost	Fund-Department-Account
\$2,520 annually	2360-17170-518200, Western Area Reclamation Facility
\$2,580 annually	2530-13480-518200, Glendale Regional Public Safety Training Center
\$2,400 annually	1000-14720-518200, Foothills Aquatic Center
\$16,000 annually	1000-13450-518200, Facilities Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Water & Energy Systems Technology, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On August 8, 2014, under the S.A.V.E Cooperative Purchasing Agreement, Pima County entered into a contract with Contractor to purchase the goods and services described in the Water Treatment Chemicals and Supervisory Services Contract, Contracy No. 15000000000000000002 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 8, 2014, until the date the contract expires on August 7, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond

August 7, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until August 7, 2016. The City Manager or designee, however, may renew the term of this Agreement for three (3) one-year periods until the Cooperative Purchasing Agreement expires on August 7, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed twenty three thousand five hundred dollars (\$23,500) annually or ninety four thousand dollars (\$94,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Michelle Woytenko, Deputy Director
6210 West Myrtle, Suite 111
Glendale, Arizona 85301
623-930-2613

and

Water & Energy Systems Technology, Inc.
c/o Larry Woods, Director
PO Box 20608
Mesa, AZ 85277-0608

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Water & Energy Systems Technology, Inc.,
an Arizona Corporation

By: _____

Richard A. Bowers
Acting City Manager

By:  _____

Name: Larry Woods
Title: Director

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

EXHIBIT A

Pima County Water Treatment Chemicals and Supervisory Services Contract, Contract No.
15000000000000000002



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION


Master Agreement No: 15000000000000000002

MA Version: 2

Page: 1

Description: Water Treatment Chemicals & Supervisory Services RFQ

I S S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701
	Issued By: HAZEL HOUSTON
	Phone: 5207248168
	Email: hazel.houston@pima.gov

T E R M S	Initiation Date: 08-08-2015
	Expiration Date: 08-07-2016 
	NTE Amount: \$100,000.00
	Used Amount: \$42,641.29

V E N D O R	WATER & ENERGY SYSTEMS TECHNOL	Contact: SALES DEPT
	PO BOX 20608	Phone: 480-962-4761
	MESA AZ 85277-0608	Email: westinc@excite.com
		Terms: 0.0000 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	STANDARD GROUND
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
03/11/15 Extended term for one additional year and increased funds by \$50,000.00. All other standard terms and conditions remain the same.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.

Number of Attachments: 2

Attachment Names: 136980 Water Treatment Chemicals Response WEST.pdf, 136980 Water Treatment Chemicals PDA signed.pdf



MASTER AGREEMENT DETAILS

Master Agreement No: 15000000000000000002

MA Version: 2

Page: 2

Line	Description					
1	Water Treatment Chemicals & Supervisory Services					
	Service Contract Amt			Service From	Service To	
	\$0.00			--	--	
2	REGULAR HOURLY RATE: ALL WORK DONE BETWEEN THE HOURS OF 7:30					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$40			
3	OVERTIME/WEEKEND/HOLIDAY RATE: ANY WORK DONE BEFORE/ AFTER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$60			



PIMA COUNTY REQUEST FOR OFFER
As authorized by RFQ Procurement Processes

SOLICITATION #: 136980
TITLE: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES

TRANSMITTED TO: VARIOUS VENDORS

SOLICITATION: Pima County (COUNTY) is soliciting offers from Suppliers qualified, responsible and willing to provide the Goods and/or Services in compliance with the attached *Offer Agreement*.

INSTRUCTIONS REGARDING PREPARATION and SUBMISSION OF OFFER:

The Suppliers to whom this request is transmitted are requested to complete, execute and submit the attached Offer Agreement (*x of y pages*). Failure to complete and provide the information and documents as requested may result in a determination that the offer is non-responsive and cannot be evaluated or used. The information, documents or actions to be performed by the Supplier are:

1. Complete the following sections of the attached Offer Agreement:
Unit Prices, Discount %, Catalogs & Price Lists; Supplier e-mail address to which orders can be transmitted
Offer Certification information and signature
2. In addition to the executed Offer Agreement please provide the following documents:
SBE Certification, if applicable.

All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the offer. Typewritten responses are **preferred**.

All offers shall if appropriate indicate the registered trade name, stock number, and packaging of the items included in the offer.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk. Modification of the attached Offer Agreement in areas other than directed above may render the document unusable by COUNTY.

Prospective respondents are invited and encouraged to inspect the facilities. Pima County will not be responsible for miscalculation of chemical use. Respondents must calculate the annual volume of chemical use based upon their evaluation of Pima County's equipment. Appointments to inspect the facilities may be made by contacting Mr. Ralph Kestler 520-724-3612

Questions may be submitted to:
Hazel D. Houston
Commodity/Contracts Officer
Fax: (520) 791-6507 **email:** hazel.houston@pima.gov

SUBMIT THE REQUESTED DOCUMENTS & INFORMATION AT OR BEFORE JULY 30, 2014
AT 3:00 P.M. LOCAL ARIZONA TIME (MST)

TO:
Pima County Procurement Department; 130 West Congress, Mailstop DT-AB3-126, 3rd Floor; Tucson, Arizona 85701

OR submitted via **Fax:** (520) 791-6507

OR **email:** hazel.houston@pima.gov

(REMAINDER OF THIS PAGE LEFT BLANK)

OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (1 of 6 pages)

1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" purchase agreement contract to provide Pima County ("County") with such quantities of Water Treatment Chemicals and Supervisory Services as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement. It is the intent of Pima County to award to one vendor for all materials and services. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County. It is The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

Throughout this agreement and referenced documents the terms Blanket Contract and Master Agreement, Purchase Order and Delivery Order are used interchangeably and considered to have identical meaning.

2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the agreement will be for a one year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) or Purchase/Delivery Order document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The Supplier further stipulates that they possess all licenses required by applicable Agencies to satisfy the requirements of this agreement. Supplier shall indicate the years of experience (minimum of 3 years) in treating industrial, commercial and institutional cooling systems, and have a verifiable track record of serving customers with thermal storage chilled water systems similar in complexity and size to the Pima County systems.

CERTIFY MINIMUM QUALIFICATIONS BY MARKING RESPONSE

Failure to mark a response or a "NO" response may be cause for rejection as non-responsive.

This supplier certifies they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. Yes No

Supplier certifies that they have been in business for a minimum of 3 consecutive years, including the current year. Yes No

Supplier certifies that they possess all certifications and licenses required by applicable agencies to satisfy the requirements of this agreement. Yes No

Supplier **SHOULD include** with submission of paperwork a statement outlining what 'green' programs are implemented per BOS Resolution 2007-84. (See Below) Yes No

OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (2 of 6 pages)

The following are Specifications for *BOS Resolution 2007-84* and Vendor is to include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

All proposed paper products for use under this contract, such as toilet tissue and seat covers, should contain the highest percentages of recovered materials and post-consumer contents as possible.

All cleaning and disinfecting products should be green products; such as biodegradable and containing the lowest toxicity and VOC (volatile organic compound) contents necessary.

Other areas of conservation include:

- Supplier should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Supplier shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Supplier should use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Supplier should provide to the consumer as many environmentally preferable products as possible.
- Supplier should modify business practices to decrease air, water and ground pollution.
- Supplier should modify business practices to conserve energy and water use,
- Supplier/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

CONTRACTOR'S water treatment program (chemical treatment of the water system) shall meet the parameters of the Pima County plant water logs over the last ten years. The treatment program is to include all chemicals, parts and repair services.

CONTRACTOR'S testing laboratory shall maintain quality control to assure product uniformity. Also, CONTRACTOR shall provide periodic recommendations to the COUNTY for complying with ASHRAE, USDA, OSHA, USEPA and other applicable standards. The treatment program is to include all chemicals, parts and repair services.

TESTING LABORATORY

For testing water samples, the supplier must have a locally situated industrial water conditioning testing laboratory owned by the supplier or an existing contract with a local laboratory. "Local" is defined as an area that is approximately three (3) hours driving time from the central location of 130 W. Congress, Tucson, AZ. If the supplier subcontracts to a laboratory, that laboratory shall be operated by a full time employee that has, at minimum, a Bachelor of Science degree in chemistry from an accredited college or university. Please include the following in your solicitation response

- a) Name of the laboratory.
- b) Address of the laboratory and approximate driving time to the 130 W. Congress, Tucson, AZ location.
- c) Telephone number and Fax number of the laboratory.
- d) A short resume of person in charge, including employment status, education, and certification if any.
- e) Number of laboratory technicians and their job descriptions.

TECHNICAL SUMMARY

Supplier shall include a Technical Summary of the proposed water management program that will meet the performance specifications contained in **APPENDIX A: SCOPE OF WORK** of the solicitation. Summary shall list individual ingredients generically, i.e. HEDP or PBTC, not phosphonates, at their applied dosage levels for maintenance. Pima County reserves the right to have the Technical Summary reviewed by an independent water management consulting firm. Any unproven technology may be cause for rejection of offer.

CHEMICAL MATERIAL INFORMATION

Supplier shall include complete literature for all chemical formulations, including Material Safety Data Sheets (MSDS), and for each type or model of equipment offered. All products must be approved for use by all applicable local, state and federal regulatory agencies. All biocides must be EPA registered. All chemical treatments are to be liquid formulations.

OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (3 of 6 pages)

SPECIAL SKILLS

A description of special resources, skills or services which the supplier possesses and which are not addressed as part of the solicitation, but would be available as part of an agreement with the successful supplier. Please demonstrate any advantages that would be realized by Pima County Facilities Management as a result of these resources.

SCOPE OF WORK – SEE APPENDIX A: SCOPE OF WORK (PAGE 14)

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offers will be accepted and executed by the County by issue of a Master Agreement and effective on the document's date of issue without further action by either party. Blanket Contract and Contract documents will document the term of the agreement.

Order(s) for products or services pursuant to the executed agreement will be made by COUNTY by issue of Purchase Order documents. Order documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Purchase Order.

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the supplier agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Supplier's own risk. Suppliers shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

All pricing shall satisfy and conform to Pima County's Living Wage ordinance if applicable including required annual adjustments of the wage.

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Supplier unprocessed for correction.

Standard payment terms are **net 30** from the date of valid invoice document and shall not commence until receipt of goods into payment system by the receiving Department and Supplier's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days.

Supplier shall submit valid invoice document consistent with the associated purchase order to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: _____% if payment tendered within _____ Days as above

OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (4 of 6 pages)

The blanket contract or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are **DIRECTLY** applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement after which the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. Pima County shall not be responsible for Supplier inventory or order commitment. Pima County does not have a minimum quantity order.

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the agreement.

SEE APPENDIX B: UNIT PRICE TABLE (PAGE 26)

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, diskette or compact disc and filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)

OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (5 of 6 pages)

8. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

Pima County Facilities Management Attention: Ralph Kestler 150 W. Congress Tucson AZ, 85701

Supplier guarantees delivery of product or service in **less than two (2) calendar days after issue date of order**. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

9. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

10. OTHER DOCUMENTS

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 136980 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The SUPPLIER'S insurance shall be primary insurance and non-contributory with respect to all other available sources. Supplier shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and SUPPLIER;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Supplier shall provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the County. All certificates of insurance shall guarantee the provision of thirty (30) days prior written notice to the COUNTY of cancellation, non-renewal or material change.

12. PERFORMANCE BOND:

NOT REQUIRED FOR THIS SOLICITATION

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes No (Select one)
 If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (6 of 6 pages)

15. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: _____

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: _____

DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

County Attorney Contract Approval "As to Form":

END OF OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES

PIMA COUNTY STANDARD TERMS AND CONDITIONS (04/25/13)

1. OPENING:

Responses will be publicly opened and supplier's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The COUNTY reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

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No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY.

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to Purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any

other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.



19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY blanket contract, purchase order or contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the blanket contract, purchase order or contract. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

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Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost.

Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY, Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or

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indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

APPENDIX A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES SCOPE OF WORK (14 pages)

CONTRACTOR'S water treatment program (chemical treatment of the water system) shall meet the parameters of the Pima County plant water logs over the last ten years. The treatment program is to include all chemicals, parts and repair services.

CONTRACTOR'S testing laboratory shall maintain quality control to assure product uniformity. Also, CONTRACTOR shall provide periodic recommendations to the COUNTY for complying with ASHRAE, USDA, OSHA, USEPA and other applicable standards.

SECTION A: Service Requirements:

1. The Service Representative (SR) shall visit the site weekly, collect and test samples, review operators' records and perform any other such duties to ensure that all systems are being operated within the established chemical control limits and that the chemical treatment program is being properly applied. Weekly site visits shall be coordinated through the Facilities Management Department's designated representative.
2. Tests performed on water from open re-circulating systems during each site visit shall include, but not be limited to microbiological population, pH, conductivity, total (M) alkalinity, calcium hardness and appropriate scale and corrosion control agents (e.g. phosphonate, molybdate, etc., as applicable.)
3. Tests performed on water from closed systems during each site visit shall include, but not be limited to, pH, conductivity, hardness, iron, copper, and appropriate corrosion control agents (e.g. nitrate, molybdate, sulfite, tiz, etc., as applicable.) Testing of water samples, whether done on site or at the testing laboratory, will be performed at no additional cost to the County.
4. During each site visit the SR is to notify the designated individual or individuals of the County, both verbally and in writing, of any deviations from designated treatment levels and of any abnormal situations in the treated systems and make proper recommendations for corrective action.
5. CONTRACTOR will analyze, in the testing laboratory, a set of samples collected by the SR from the treated systems on a quarterly basis. The laboratory analysis shall include, but not be limited to, a full mineral analysis of corrosion products (iron and copper), applicable treatment chemicals including corrosion control agents (e.g. molybdate, zinc, etc.), scale control agents (e.g. phosphonates) and polymers (e.g. polyacrylates.)
6. CONTRACTOR shall provide sufficient "dip stick" type total bacteria testers and instructions so that Pima County Central Plant Operators can perform total bacteria tests on the open and closed recirculating water on a weekly basis. The CONTRACTOR shall provide sufficient sulfate reducing bacteria (SRB) test kits so that Pima County Central Plant Operators can perform SRB tests on the open and closed recirculating water on a weekly basis.
7. CONTRACTOR shall assume responsibility for the operation of corrosion test apparatus (bypass type corrosion coupon rack) installed on each system. This includes installing corrosion test coupons, checking for adequate flow through the corrosion coupon racks, removing coupons, evaluating coupons and reporting corrosion rates in units of mils per year (mpy). The first set of corrosion coupons installed under the contract is to be removed and evaluated after 30 days. If results are satisfactory, subsequent corrosion coupons are to be removed and evaluated every ninety (90) days.
8. Coupon metallurgy must include, but not be limited to aluminum, mild steel, and copper. Stainless steel and galvanized steel coupons must also be included if the system metallurgy includes them. **Passivated or pretreated coupons shall not be used.**
9. CONTRACTOR shall maintain a 24 hour, 7 day a week emergency telephone service available to Pima County for emergency service and emergency information regarding chemical spills and/or accidents involving the CONTRACTOR'S products. CONTRACTOR shall immediately notify Pima County of any change in the number.
10. Pima County reserves the right to submit any products delivered under this contract to an outside independent laboratory and/or independent water management consulting firm for verification of cost application per 1,000 gallons. CONTRACTOR shall reimburse COUNTY for any overcharge incurred after the 3rd party verification.
11. CONTRACTOR shall be available and provide fiber-optic visual examination of condenser and chiller tubes during annual preventative maintenance on chillers. Examination is to include video and/or still images of entire tube length of surfaces. Video and/or images will be the property of Pima County Facilities Management. Video and/or images are to be provided on electronic media.
12. CONTRACTOR shall have the equipment and capability of brushing chiller tubes in the event of scaling or fouling. Only nylon or enhanced nylon brushes are acceptable.
13. CONTRACTOR shall include a contractor in "good standing certification" from the Arizona Registrar of Contractor with license information. (L54 Water conditioning equipment or similar)

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SECTION B: Pima County Facilities Management has Four Maintenance shops and two central plants that require water Treatment and services for the following buildings.

Downtown Maintenance Buildings

- Downtown Central Plant 190 W. Pennington St.
- Legal Services Building 32 N. Stone, Tucson, Az.
- Public Works Building 201 N. Stone, Tucson, Az.
- 97 E. Congress Tucson, Az. (Closed Loop)
- 44 N. Stone
- Joel Valdez Main Library 101 N. Stone
- B. of A. 33 N. Stone Avenue
- Administration West 150 W Congress St. (Closed Loop)
- Building 200 N Stone Ave. (Closed Loop)

Ajo Corridor Buildings

- Juvenile Court Central Plant 2225 E. Ajo Way
- Sheriff Administration 1750 E. Benson HWY. Tucson, AZ. (Closed Loop)
- Adult Probation, 2695 E. Ajo Way, Tucson, Az.
- Kino Service Center, 2797 E. Ajo Way, Tucson, Az. (Closed Loop)
- Herbert K. Abrams Public Health Center 3950 S. Country Club Rd.
- Forensic Science Center 2825 E District St. (Closed Loop)

Outlying Maintenance Buildings

- Green Valley Library, 601 La Canada, Green Valley, Az. (Closed Loop)
- Parks and Recreation 3500 w. River Road, Tucson Az.
- PECOC Building 3434 E. 22nd. Street (Under Warranty)
- Catalina Library 15560 N Oracle Rd. Catalina Az. (Closed Loop)
- ROMP Lab 3035 E Camino Del Cerro

Mission Road Buildings

- Main Jail Facility, 1270 W. Silverlake, Tucson, Az. (Closed Loop)
- East Unit 1270 w. Silverlake, Tucson Az.
- Main Jail Annex, 1300 W. Silverlake, Tucson, Az. (Closed Loop)

Each central plant's system and operation is described below.

1. Downtown Central Plant Systems and Their Operation

A. Cooling Tower System:

Description:

One (1) three celled 800 tons/cell Marley cooling tower, model #NC8307J

B. Water Chillers and Thermal Storage:

Description:

Four (4) York centrifugal chillers, 600 tons each.

1450 GPM Condenser each

1250 gpm chilled water each.

Total designed tonnage 2400 with zinc anodes.

Operation:

Average tonnage used monthly:	Summer:	7 months	1200 tons
	Winter:	5 months	500 tons
Average hours per day:	Summer:	20 hours	
	Winter:	16 hours	
Average number of days per year:		365	
Normal Chilled water temperature:	Out:	44 degrees	
	Return:	54 degrees	
Normal Condenser water temperature:	Inlet:	70 degrees	
	Outlet:	80 degrees	
Average chilled water re-circulation rate:	Summer:	1,200 gpm	
	Winter:	300 gpm	
Average Condenser water re-circulation rate:	Summer:	6,000 gpm	
	Winter:	2,000 gpm	
Estimated make up at tower:	Summer:	1,000,000 gl/mo	
	Winter:	3,000,000 gl/mo	
Estimated make-up closed loops:		1,000 gl/mo	

C. Boilers:

Description:

Four (4) P-K Thermic boilers 2.6 MBTH, Natural gas fired. In service 6 months annually. Make-up water for boilers is 2% makeup and 98% condensate return. Treatment make-up will be based on cost to treat 1,000 gallons of water for boiler system.

Boiler # 1

P-K THERMIC
MODEL # N3000-MFD
NATURAL GAS
3,000,000 BTU's /Hr.
208/230 VOLTS, 17 AMPS, SINGLE PHASE.
2,640 M BTU's/Hr. OUTPUT EACH.
SERIAL # GY-22-11-35574

Boiler # 2

P-K THERMIC
MODEL # N3000-MFD
NATURAL GAS
3,000,000 BTU's/Hr.
208/230 VOLTS, 17 AMPS, SINGLE PHASE.
2,640 M BTU's/Hr. OUTPUT EACH.
SERIAL # GY-22-11-35575

Boiler # 3

P-K THERMIC
MODEL # N3000-MFD
NATURAL GAS
3,000,000 BTU's/Hr.
208/230 VOLTS, 17 AMPS, SINGLE PHASE.
2,640 M BTU's/Hr. OUTPUT EACH.
SERIAL # GY-22-11-35576
208/230 VOLTS, 17 AMPS, SINGLE PHASE.

Boiler # 4

P-K THERMIC
MODEL # N3000-MFD
NATURAL GAS
3,000,000 BTU's /Hr.
208/230 VOLTS, 17 AMPS, SINGLE PHASE.
2,640 M BTU's/Hr. OUTPUT EACH.
SERIAL # GY-22-11-35577
208/230 VOLTS, 17 AMPS, SINGLE PHASE.

D. Closed loop System for Treatment of heating and Cooling Water:

Description: Cooling consists of 35,000 gallons chilled water capacity
Heating consists of 18,000 gallons on the chilled loop and 150 gallons on the heating loop. The heating season is November through March.

2. Juvenile Center Central Plant

A. Cooling Tower System:

Description:

Two (2) Baltimore Aircoil Company Series 1500, Model # 15365-2
Serial Numbers 97226881 and 97226891
Certified Capacity: 1800 USGPM from 90 degrees F to 80 degrees F @ 74.23 degrees F entering wet bulb.
Thermal performance certified by CTI certification standard STD-201.

Materials of construction:

Design and manufacturing processes are ISO 9001 certified. G-235 (Z700 Metric)

Hot-dipped galvanized steel structure with galvanized steel casing.

Hot Water Distribution Basin:

Heavy gauge G-235 (Z700 metric) hot dipped galvanized steel. Polypropylene metering orifices provide even distribution of water over the wet deck @ a maximum of 120 degrees F. (48.8 degrees C) water temperature.
Heavy gauge G-235 (Z700) hot dipped galvanized covers are provided to prevent algae and accumulation of debris in the deck.

Wet deck and integral drift eliminators:

Formed from polyvinyl chloride (PVC) and are impervious to rot, decay and fungus or biological attach and have a flame spread rating of 5 per ASTM Standard E84-77A.

Basin:

Solicitation #: 136980

Heavy gauge G-235 (Z700 metric) hot dipped galvanized steel. Includes a depressed section with drain/clean-out.

Strainers:

Type 304 stainless steel lift out screen is provided with anti-vortexing baffles to prevent air entrapment.

Water Level Control:

Consists of a bronze make up valve with unsinkable polystyrene filled plastic float. Make up valve is suitable for 15 psig to 50 psig supply pressure.

Basin Volume:

Approximately 2000 gallons total.

B. Tower Sand Filters:

Description:

Two sand screen filters, continuously operated, automatic backwash @ 10 psi differential. One filter per tower. Manufacturer, Hydrokleen. Filters are skid mounted. Tanks construction stainless steel. Each filter has a Peerless end suction, closed coupled, frame mounted centrifugal pump.

C. Water Chillers and Thermal Storage:

Description:

Model #2-CVHF770

Refrigerant 1040 lbs. of R -123

Materials of Construction:

Copper tubing, high efficiency type, with internal and external fins.

Steel tube sheets and heads with zinc anodes.

Miscellaneous stainless steel, brass, cast iron components.

D. Heat Exchanger:

Description:

Plate and frame heat exchanger, Polaris Manufacturing

Model number S120.1S.194

Serial number: A1001

Design pressure: 100 psig

Plate material: 304 stainless steel

E. Chilled Water Closed Loop:

Capacity:

Approximately 10,000 gallons.

Make-up water: Softened water

Softener manufacturer - Marlo, Inc.

Model Number MGT-90-1 ½

Capacity - Maximum 90K grains

Maximum flow rate 42 GPM

Operating pressure 25 to 120 psi.

Filtration:

Manufacturer: Hayward Industrial Products

Type - Polypropylene slipstream bag filter

Model number FLT4202

Maximum working pressure 150 psig @ 70 degrees F.

Maximum working temperature 240 degrees (body only)

Maximum flow rate 100 GPM, without filter bag

Solids collection capacity - 25 lbs.

F. Hot Water System:

Description:

Boilers: Manufacturer - Rite Engineering and Mfg. Co.

#1 Boiler

RITE model number 425

Serial number 26762

Pressure rated @ 125 lbs.

4250 M BTU's/Hr.

84 ea. 2" dia. tubes

Heating surface 405 sq. ft.

#2 Boiler

RITE model number 050

Serial number 26764

Pressure rated @125 lbs.

10500 M BTU's /Hr.

188 ea. 2: dia tubes

Heating surface 1000 sq. ft.

Solicitation #: 136980

#3 Boiler

RITE model number 050
Serial number 26763
Pressure rated @ 125 lbs.
10500 M BTU's /Hr.
188 ea 2" diameter tubes
Heating surface 1000 sq. ft.

G. Hot Water Closed Loop:

Capacity:
Approximately 10,000 gallons.
Makeup Water
Softened water, Softener Manufacturer - Marlo, Inc.
Model number MGT-90-1 ½
Capacity - Maximum 90K grains
Maximum flow rate 42 GPM
Operating pressure 25 to 120 psi
Filtration:
Manufacturer - Hayward Industrial Products
Type - Polypropylene slipstream bag filter
Model number FLT 4202
Maximum working pressure 150 psig @ 70 degrees F
Maximum working temperature 240 degrees F. (body only)
Maximum flow rate 100 GPM without filter bag
Solids collection capacity 25 lbs.
Operation:
700 ton maximum load, April through October 24 hrs/day
Less than 500 maximum ton load, remainder year, up to
24 hrs/day, 7 days/week, 365 days/year.

Downtown Maintenance Buildings

Legal Services Building

Description of Systems and Their Operation

Cooling Tower System Description

COOLING TOWER #1

BALTIMORE AIR COIL COMPANY

MODEL # 3412C-LM

SERIAL# U094966202

COOLING TOWER #2

BALTIMORE AIR COIL COMPANY

MODEL # 3412C-LM

SERIAL# U094966201

Operation:

Open Loop weekly water testing
Water Chillers and Thermal Storage

Description

CHILLER #1

YORK 400 TONS with zinc anodes

MODEL# 4CCH193L0088YD YSDCDAS3-CMA0

SERIAL# YEYM687451

CHILLER #2

YORK 400 TONS with zinc anodes

MODEL# 4CCH193L0084YD YSDCDAS3-CMA0

SERIAL# YEYM687417

Operation:

Closed Loop Closed system inhibitor service

Public Works

Description of Systems and Their Operation

Cooling Tower System Description

TOWER #1 EVAPCO 400 TONS

MODEL# AT8126

SERIAL# 7321126

TOWER #2 EVAPCO 230 TONS

Solicitation #: 136980

MODEL# AT 891

SERIAL# 7321122

Operation

Open Loop weekly water testing

Water Chillers and Heating systems

Description:

CONDENSER WATER PUMP #1A&1B

MOTOR WEG MODEL #03018EP3E286T

PUMP BELL-GOSSET 1510BF10.625

CONDENSER WATER PUMP #2A&2B

MOTOR MARATHON EVL254TTFC4026AA

PUMP BELL-GOSSET 1510BF9.25

CONTROL AQUATRAC MULTI-FLEX

M10 CONTROLLER

SERIAL # M11750405

Operation:

Closed Loop Closed system inhibitor service

Building 97

Description of Systems and Their Operation

Cooling Tower System Description

Carrier Closed System Roof Top Unit Air Cooled

Operation:

Closed Loop Closed system inhibitor service

Water Chillers and Thermal Storage

Description:

SERIAL# 1806Q8118

Operation:

Air cooled no treatment needed

44 N. Stone

Description of Systems and Their Operation

Cooling Tower System Description

AMCT COOLING TOWER CORP 45 TONS

MODEL #ST-60

SERIAL # 99218

Operation:

Open Loop weekly water testing

Water Chillers and Thermal Storage

Description:

COMPRESSOR CARLYLE 45 TON

MODEL # 5H40-149

SERIAL # 3610V05043

TANK ACME INDUSTRIES INC.

MODEL # 111-1407

SERIAL # 1965-1790

Operation:

Freon system no treatment needed

Joel Valdez Main Library 101 N. Stone

Description of Systems and Their Operation

Cooling Tower System Description

TOWER #1 EVAPCO

MODEL# AT-1958

SERIAL# 5-120496

TOWER #2 EVAPCO

MODEL# AT-1958

SERIAL# 5-120497

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:

Solicitation #: 136980

CHILLER #1 YORK 200 TONS with zinc anodes
MODEL# YT A2 B1 B2-CG D
SERIAL# YKVM 423268
CHILLER #2 YORK 200 TONS with zinc anodes
MODEL# YT A2 B1 B2-CG D
SERIAL# YKVM 423269
BOILER #1 RBI 1,147,500 BTU's /Hr.
MODEL# FB1500
SERIAL# 090643818
BOILER #2 RBI 1,147,500 BTU's /Hr.
MODEL# FB1500
SERIAL# 090643869

B. of A. 33 N. Stone Avenue

Description of Systems and Their Operation

Cooling Tower System Description

TOWER #1 EVAPCO

MODEL# AT29.224

SERIAL# 8-330887

TOWER #2 EVAPCO

MODEL# AT29.224

SERIAL# 8-330888

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:

CHILLER #1 TRANE 400 TON

MODEL# CVHE500 (LEFT)

SERIAL# L08A00068

CHILLER #2 TRANE 400 TON

MODEL# CVHE500 (RIGHT)

SERIAL# L08A00078

Ajo Corridor Buildings

Sheriff Administration

Description of Systems and Their Operation

Cooling Tower System Description

TRANE AIR COOLED CHILLER 153 TON

MODEL# RTAC1704UKOH

SERIAL# U05H03613

Operations:

Air cooled no treatment needed

Water Chillers and Thermal Storage

Description:

AIR HANDLER #1 HUNTAIR

MODEL# 1510 BF 7.25

SERIAL# C00 4250 02 H50

AIR HANDLER #2 HUNTAIR

MODEL# 1510 BF 7.25

SERIAL# C00 4250 01 H50

Operations:

Closed Loop Closed system inhibitor service

Adult Probation

Description of Systems and Their Operation

Cooling Tower System Description

TOWER #1 EVAPCO

MODEL# AT829B

SERIAL# 13-656372

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Solicitation #: 136980

Description:

CHILLER #1 YORK 64 TON

MODEL# YCWL0064S346

SERIAL# 2BBM023316

CHILLER #2 YORK 64 TON

MODEL# YCWL0064S346

SERIAL# 2BBM023317

BOILER #1 PARKER 1800 M BTU's/Hr.

MODEL# T-1730

SERIAL# 43431

Operations:

Closed system Closed system inhibitor service

Will soon be changed out to Lochinvar boiler

KINO SERVICE CENTER

Description of Systems and Their Operation

Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

Water Chillers and Thermal Storage

Description:

CHILLER #1 TRANE 60 TON

MODEL# CGAFC604AHA100DE

SERIAL# C03D03197

CHILLER #2 TRANE 30 TON

MODEL# CGAFC304AHA100DE

SERIAL# C03D03198

Operations:

Closed system Closed system inhibitor service

Herbert K. Abrams Public Health Center

Description of Systems and Their Operation

Cooling Tower System Description

TOWER #1 BALTIMORE AIR COIL

MODEL# 3455A-MM-2

SERIAL# U053321701

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:

CHILLER #1 YORK 450 TON

MODEL# YKDFDG07-CNFS

SERIAL# SARM-041040

CHILLER #2 YORK 450 TON

MODEL# YKDFDG07-CNFS

SERIAL# SARM-041150

Operations:

Closed system Closed system inhibitor service

Outlying Maintenance Buildings

Green Valley Library

Description of Systems and Their Operation

Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

Water Chillers and Thermal Storage

Description:

CHILLER #1 CARRIER 12.5 TON

MODEL# 30GB040530

SERIAL# 0290F80183

Solicitation #: 136980

AIR HANDLER #1 CARRIER
MODEL# 39MW08D0201FQ13XCS
SERIAL# 2910V19205
AIR HANDLER #2 CARRIER
MODEL# 39MW08D0201FQ13XCS
SERIAL# 2910V19209
AIR HANDLER #3 CARRIER
MODEL# 39MW21D0201R312XCS
SERIAL# 2910V19211
AIR HANDLER #4 CARRIER
MODEL# 39MW08D0201R423XCS
SERIAL# 2910V19214
BOILER #1 RITE 480,000 BTU's/Hr.
MODEL# 48
SERIAL# 22936

Operations:

Closed system Closed system inhibitor service

Parks and Recreation

Description of Systems and Their Operation

Cooling Tower System Description

COOLING TOWER #1 EVAPCO

MODEL# ATC80EIG

SERIAL# 13631559

MAMMOTH INC. 70 TON

MODEL# CLBEFP-702-78-VAV

SERIAL# 39978-1

Operations:

Open Loop weekly water testing

PECOC 3434 E. 22nd. Street (Under Warranty)

Description of Systems and Their Operation

Cooling Tower System Description

TOWER #1 EVAPCO 211 TONS

MODEL# UT 19-78

SERIAL# 11-460759

TOWER #2 EVAPCO 211 TONS

MODEL# UT 19-78

SERIAL# 11-460760

TOWER #3 EVAPCO 211 TONS

MODEL# UT 19-78

SERIAL# 11-460761

Operations:

Open loop weekly water tests

Water Chillers (2) and Thermal Storage

Description:

CHILLER #1 CARRIER 126 TON

MODEL# 30 HXC 126 RZ-650 KA

SERIAL# 2703 Q 02869

CHILLER #2 YORK 198 TONS

MODEL# YCWL0198SE46

SERIAL# 2NXM014563

CHILLER #4 YORK AIR COOLED 200 TONS

MODEL# YVAA0233BEV46BAVB

SERIAL# 2NXMO14490

BOILER #1 LOCHINVAR 1.45MMBTU

MODEL# CBN 1796

SERIAL# B 07H00 – 194919

BOILER #2 LOCHINVAR 1.45MMBTU

MODEL# CBN 1796

SERIAL# C12H00239516

Operations:

Closed system Closed system inhibitor service

ROMP LAB CENTER 3035 E Camino Del Cerro

Description of Systems and Their Operation

Cooling Tower System Description

TOWER #1 MARLEY

MODEL# ?

SERIAL# 10036745-A2-NC8402SG-11

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:

CHILLER #1 TRANE 200 TON

MODEL# 19XRV2021234BES64

SERIAL# 2311Q20774

CHILLER #2 TRANE 200 TON

MODEL# 19XRV2021234BES64

SERIAL# 2311Q20775

Operations:

Closed system Closed system inhibitor service

Mission Road Buildings

Main Jail

Description of Systems and Their Operation

Cooling Tower System Description

No cooling tower 2 air cooled chillers

Operations:

No cooling tower 2 air cooled chillers

Air cooled Chillers and Thermal Storage

Description:

CHILLER #1 CARRIER 65 TON

MODEL# 30GT-070-600

SERIAL# 5192F28303

CHILLER #2 CARRIER 65 TON

MODEL# 30GT-070-600

SERIAL# 5192F28303

HEATING BOILER #1 PENTHOUSE LOCHINVAR

MODEL# CBN-1255

SERIAL# CO 2719

HEATING BOILER #2 FIRST FLOOR LOCHINVAR

MODEL# CBN-1255

SERIAL# CO 2719

Operations:

Closed system Closed system inhibitor service

Main Jail East

Description of Systems and Their Operation

Cooling Tower System Description

COOLING TOWER #1 EVAPCO

MODEL# AT29-518

SERIAL# C02K09589

COOLING TOWER #2 EVAPCO

MODEL# AT29-518

SERIAL# C02K09590

Operations:

Weekly water test

Water Chillers and Thermal Storage

Description:

CHILLER #1 MCQUAY 75 TON

MODEL# WS-0063-D-AAA

SERIAL# E744171010

CHILLER #2 MCQUAY 75 TON

MODEL# WS-0063-D-AAA

SERIAL# E744171020

Solicitation #: 136980

BOILER #1 RITE 2.0 MM BTU/HR
MODEL# 200W
SERIAL# 28778

Description RITE 2.0 MM BTU/HR
MODEL# 200W
SERIAL# 28779

Operations:
Closed system Closed system inhibitor service

Main Jail Annex

Description of Systems and Their Operation
Cooling Tower System Description
No Tower air cooled

Operations:
No Tower air cooled
Water Chillers and Thermal Storage

Description:
AIR HANDLER #1 TRANE
MODEL# 6339070-01
SERIAL# V85G52130

AIR HANDLER #2 TRANE
MODEL# 6339070-03
SERIAL# V85G52131

AIR HANDLER #3 TRANE
MODEL# 6339070-02
SERIAL# V85G52132

BOILER #1 RAY PAK .627 MM BTU/HR
MODEL# EG24WT
SERIAL# 0285100742

BOILER #2 RAY PAK .090 MM BTU/HR
MODEL# E1831 TB
SERIAL# 0285100997

BOILER #3 RAY PAK 1.63 MM BTU/HR
MODEL# E163ITB
SERIAL# 0285100997

Operations:
Weekly water treatment

SECTION D: Chemicals and Testing Equipment

All containers used for water treatment chemical formulations are to be returnable or reusable containers. These are to be 55 gallon and 35 gallon drums only. Five (5) gallon pails are acceptable. Smaller containers are acceptable for specialty products. All empty drums (5, 35, 55 gallon) must be removed promptly from the facility by the supplier. Drum deposits are not acceptable. Other requirements are listed below.

A. Maintenance Chemical Treatment

Products are to be effective for the intended purpose of meeting performance specifications in No. I Section B. No molybdate based products are acceptable.

B. Chilled Water:

Corrosion inhibition technology shall meet requirements listed in Section B.

C. Corrosion Coupon Rack

A PVC corrosion coupon rack shall be provided for the cooling tower water systems. It shall incorporate four (4) stations a flow indicator, flow control device, strainer and isolation valves.

Insertion/Removal is to be on a 90 day interval. All results (reported in mills per year) are to be returned with laminated coupons. See SECTION F- A.

SECTION E: Water Characteristics:

A. Cooling and Chilled Water makeup

Source: City of Tucson Water

Water quality is known to vary. Recent Analysis for downtown area is provided below.

Parameter	January/February	May
Total Hardness, CaCO	240	236
Calcium, CaCO	112 mg/l	70 mg/l
Magnesium, CaCO	21/mg/l	13 mg/l
M-alkalinity, CaCO	224 mg/l	180 mg/l

Parameter	January	June
pH	7.7	7.83
Chloride, Cl	44 mg/l	33 mg/l
Conductance, :mhos	1060 mhos	748 mhos
Sulfate, So	203 mg/l	150 mg/l
Copper, Cu	1.3 ppm	
Iron, Fe	0.85 mg/l	.02 mg/l
Fluoride, F	.68 mg/l	.63 mg/l
Phosphorous, P	less than 0	less than 0
Ammonia, NH	less than 0	less than 0
Turbidity	less than 1 NTU	less than 1NTU

Prospective respondents are invited to procure a sample of raw city water from each plant.

SECTION F: Performance Specifications

- A. To limit the general corrosion rates of mild steel, copper alloys, and galvanized steel, in open recirculating cooling systems to less than 3.0, 0.2, and 3.0 mils per year respectively. **Pitting attack is unacceptable.**
- B. To limit the general corrosion rates of mild steel and copper alloys in closed recirculating cooling and heating systems to less than 0.5 and 0.1 mils per year respectively. **Pitting attack is unacceptable.**
- C. To prevent calcium carbonate scale formation, or other inorganic scale formation, heat exchange equipment, including cooling towers.
- D. To prevent the accumulation of suspended solids and microbiological growth in heat exchange equipment including cooling towers.
- E. To limit total bacteria growth in open recirculating systems to 10,000 colony forming units per milliliter (CFU/ml).
- F. To limit total bacteria growth in closed recirculating systems to 10 1,000 CFU/ml.
- G. To prevent sulfate reducing bacteria (SRB) in open or closed recirculating systems.
- H. To minimize the cost of Water and Electrical energy to the county with the number of cycles of concentrate added to maintain the system.

END OF APPENDIX A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES SCOPE OF WORK
(14 pages)

APPENDIX B: UNIT PRICE TABLE**DOWNTOWN MAINTENANCE BUILDINGS AND MISSION ROAD BUILDINGS****UNIT PRICES (Net 30 day Payment Terms)**

All unit prices shall be filled in. Failure to do so shall be cause for rejection as non-responsive

SITES	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	Total Annual Cost Each Location (\$) Add the above items:
Downtown Central Plant 190 W. Pennington			
Legal Services Building 32 N. Stone Ave			
Public Works Building 201 N. Stone Ave			
*Building 97 97 E. Congress St.			
Joel Valdez Main Library 101 N. Stone Ave.			
Bank of America Building 33 N. Stone Ave.			
Main Jail Facility 1270 W. Silverlake			
East Unit 1270 W. Silver-lake			
*Main Jail Annex 1300 W. Silverlake			

**These buildings are Air Cooled and or closed loop systems and need little or no treatment.*

All unit prices shall be filled in. Failure to do so shall be cause for rejection as non-responsive.

SITES	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	Total Annual Cost Each Location (\$) Add the Above Items:
Juvenile Court Central Plant 2225 E. Ajo Way			
Legal Services Building 1750 E. Benson Hwy.			
Adult Probation 2695 E. Ajo Way			
Kino Service Center* 2797 E. Ajo Way			
Herbert K. Abrams 3950 S. Country Club Rd.			
Green Valley Library* 601 La Canada			
NRP&R (Parks and Recr) 3500 W. River Road			
3434 E. 22 nd Building 3434 E. 22nd Street			

**These buildings are Air Cooled and/or closed loop systems and need little or no treatment*

APPENDIX B: UNIT PRICE TABLE

All unit prices shall be filled in. Failure to do so shall be cause for rejection as non-responsive.

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	C-392 (30 Gallon Drum)	8	DRUM		
2	BC-355 (55 Gallon Drum)	3	DRUM		
3	C-126 (30 Gallon Drum)	8	DRUM		
4	B-503 (30 Gallon Drum)	1	DRUM		
5	B-206 (30 Gallon Drum)	1	DRUM		
6	Caustic 20% (5 Gallon Bucket)	5	BUCKET		
7	B-400 (5 Gallon Bucket)	2	BUCKET		
8	C-456 (30 Gallon Drum)	3	DRUM		
9	Chlorine Tablets (5 Gallon Drum)	16	DRUM		
10	Tolytriazole Reagent	4	EACH		
11	Phosver III Reagent	4	EACH		
12	Silica Kit Reagent 1-2-3	6	EACH		
13	EDTA Titrant (1 Gallon Bottle)	3	BOTTLE		
14	Conductivity Standard (Quart)	2	EACH		
15	N/50 Sulfuric Acid (1 Gallon Bottle)	1	BOTTLE		
16	Potassium Iodate (1 Gallon Bottle)	2	BOTTLE		
17	Sodium Hydroxide (Quart)	3	EACH		
18	Starch Indicator (Quart)	2	EACH		
19	TDS Neutralizing Solution (Pint)	2	EACH		
20	PH 7 Buffer (Pint)	1	EACH		
21	PH 4 Buffer (Pint)	1	EACH		
22	Magnesium Anodes	25	EACH		
23	Water Testing Kits	10	KIT		
24	PH/Conductivity Meter	1	EACH		
	FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.			TOTAL AMOUNT FOR CHEMICALS	

APPENDIX B: UNIT PRICE TABLE

	Total Annual Cost Each Location (\$) Add the above items:		EA		
	Total Annual Cost Each Location (\$) Add the Above Items:		EA		
	FOB Destination/Unloaded; Cost of freight should be included in unit price.			TOTAL BID	
	Although taxes will be paid <u>IF</u> applicable do <u>NOT</u> include sales tax in unit price.				

(END OF EXHIBIT B: UNIT PRICE TABLES)

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

EXHIBIT B
Award and Rate Sheet



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 15000000000000000002

MA Version: 2

Page: 1

Description: Water Treatment Chemicals & Supervisory Services RFQ

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p>Issued By: HAZEL HOUSTON Phone: 5207248168 Email: hazel.houston@pima.gov</p>
----------------------------	--

T E R M S	<p>Initiation Date: 08-08-2015</p> <p>Expiration Date: 08-07-2016 </p> <p>NTE Amount: \$100,000.00</p> <p>Used Amount: \$42,641.29</p>
-----------------------	--

V E N D O R	<p>WATER & ENERGY SYSTEMS TECHNOL</p> <p>PO BOX 20608</p> <p>MESA AZ 85277-0608</p>	<p>Contact: SALES DEPT</p> <p>Phone: 480-962-4761</p> <p>Email: westinc@excite.com</p> <p>Terms: 0.0000 %</p> <p>Days: 30</p>
----------------------------	--	---

<p>Shipping Method: Vendor Method</p> <p>Delivery Type: STANDARD GROUND</p> <p>FOB: FOB Dest, Freight Prepaid</p>
<p>Modification Reason</p> <p>03/11/15 Extended term for one additional year and increased funds by \$50,000.00. All other standard terms and conditions remain the same.</p>

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.

Number of Attachments: 2

Attachment Names: 136980 Water Treatment Chemicals Response WEST.pdf, 136980 Water Treatment Chemicals PDA signed.pdf



MASTER AGREEMENT DETAILS

Master Agreement No: 15000000000000000002

MA Version: 2

Page: 2

Line	Description					
1	Water Treatment Chemicals & Supervisory Services					
	Service Contract Amt			Service From		Service To
	\$0.00			--		--
2	REGULAR HOURLY RATE: ALL WORK DONE BETWEEN THE HOURS OF 7:30					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$40			
3	OVERTIME/WEEKEND/HOLIDAY RATE: ANY WORK DONE BEFORE/ AFTER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$60			

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

EXHIBIT C
Scope of Work

PROJECT

Provide water treatment chemicals and monthly service to cooling towers at the Glendale Municipal Office Complex, Main Public Safety building, Glendale Regional Public Safety Training Complex, Main Library, Foothills Branch Library, Velma Teague Branch Library, Civic Center, Western Area Water Treatment Plant, Foothills Aquatic Center, and other services on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in section 7 of the agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$23,500 annually or \$94,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Provide water treatment chemicals and service on an as-needed basis.



Legislation Description

File #: 15-705, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GAVAN & BARKER, INC., FOR 2014-2015 DRAINAGE STUDIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into Amendment No. 2 to the Professional Services Agreement with Gavan & Barker, Inc., for 2014-2015 Drainage Studies, in an amount not to exceed \$92,840.

Background

Gavan & Barker, Inc., is currently under contract (Project No. 141517) with the city to determine existing drainage patterns and develop solutions to reduce future flooding. Gavan & Barker's study has determined that to improve drainage in 47th Avenue, a new storm drain pipe must be designed and constructed in 47th Avenue, between Glendale and Orangewood Avenues. This amendment to the professional services agreement is for Gavan & Barker to develop construction drawings and specifications for the storm drain improvements.

Analysis

Based on several different options presented in Gavan & Barker's drainage study, a new storm drain pipe in 47th Avenue between Glendale and Orangewood Avenues was the most economical design to relieve flooding in 47th Avenue.

Previous Related Council Action

On May 12, 2015, City Council approved Amendment No. 1 to the professional services agreement with Gavan & Barker, Inc., in the amount of \$30,860. The original professional services agreement, in an amount not to exceed \$45,200, was approved in 2014.

Community Benefit/Public Involvement

Residents at the Intersection of 47th and State Avenues have had storm water flooding their property during significant rain events. The design of this storm drain will greatly reduce the storm water from encroaching onto private property and encourage runoff to be contained within city right-of-way.

Budget and Financial Impacts

File #: 15-705, Version: 1

Funding for this amendment is available in the fiscal year 2014-15 capital improvement plan. The compensation paid to Gavan & Barker, Inc., for Amendment No. 2 shall not exceed \$92,840, and the total professional service fee for the entire project shall not exceed \$168,900.

Cost	Fund-Department-Account
\$92,840	2180-79004-551200, Local Drainage Problems

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Amendment No. 2 to the
Agreement for Professional Services

2014-2015 Drainage Studies

City Project No. 141517

This Amendment No. 2 ("Amendment") to the Agreement for Professional Services for 2014-2015 Drainage Studies ("Agreement") is made this ____ day of _____, 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Gavan & Barker, Inc., an Arizona corporation authorized to do business in Arizona ("Consultant").

RECITALS

- A. Consultant is currently under contract with the City on the above-referenced project;
- B. Since the inception of the work, the scope and requirements have changed substantially and cannot be expanded or corrected through change orders or change directives;
- C. The changes in the Scope of Work will benefit the City; and
- D. Expanding the Scope of Work (attached Amended Exhibit B) under the original Agreement will allow the work to be completed under the appropriate professional standards and represents a cost savings to the City.

AGREEMENT

The original Agreement for Professional Services for Project No. "141517" is amended as follows:

Section 4. Additional compensation for the change in the Scope of Work will not exceed \$92,840.00 as specifically detailed in the attached Amended Exhibit D (time and materials).

Section 15. The following Amended Exhibits are incorporated by reference as though fully set forth in this Amendment:

Amended Exhibit B
Amended Exhibit D

Scope of Work
Compensation

All other terms and conditions not amended by this writing remain unchanged and enforceable as found in the original Agreement C-9683 currently on file in the Office of the City Clerk, City of Glendale.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Gavan & Barker, Inc.,
An Arizona corporation



By: Mark T. Gavan
Its: President

**PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT B
SCOPE OF WORK**

EXHIBIT B
Professional Services Agreement
CITY OF GLENDALE
47th Avenue Storm Drain
Glendale Ave. to Orangewood Ave.
Project No. 141517

The Scope of Work is amended (Amendment No. 2) as described below:

A. General project administration services may include:

- Coordinating with the City Project Team during the design of the project.
- Attending project meetings as necessary to maintain the project budget and schedule; chairing periodic regular meetings and any additional meetings as requested by the City; setting agendas and preparing and distributing meeting minutes. Meetings under basic services may include:
 - a) Meetings with City staff and management.
 - b) Field visits with City staff.
 - c) Meetings with oversight committees (i.e. City Management, City Council, Planning, etc.).
- Coordinating with private, public and City utilities (i.e., Information Technology Department, Water Services Department) regarding standard technology and utility issues and incorporating pertinent information in the study.
- Preparing and maintaining a project schedule after meeting with the designated City project manager (referred to as "Project Manager") to determine appropriate submittal deadlines and to coordinate project submissions.
- Submitting a written monthly Design and Progress Report to the City during the entire period of design.
- Submitting a written monthly progress report to the City and Project Team during the entire period of the project. Also, the Consultant will be required to submit a monthly project schedule update and status report, as well as a quarterly project cash flow schedule for both design and construction phases. This information will be submitted to City Engineering Administration for the entire period of the project, through both design and construction.
- Project Schedule: The Consultant shall prepare a significant event calendar within fourteen (14) days of the Notice to Proceed (NTP). The initial schedule should show the original start date with initial completion date as a reference. One copy of the original overall schedule with original time line and data dates shall be submitted at the project kick-off meeting. Additionally, minimum general time frames for project milestones shall be provided. The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The updated schedule report shall be submitted with the monthly invoice.
- Invoices: The Consultant shall submit a projection of monthly project billings with the fee proposal. The projected billing will be consistent with the project tasks, the project schedule, and the fee proposal. The City will provide the format for invoices. Projected invoices, with progress and status reports will be delivered to the City's Project Manager no later than the 25th day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks.

The Consultant shall submit one hard copy invoice to the City Project Manager, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301.

- Cash Flow: The cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. Non-response to this requirement could delay payments to the Consultant. The Consultant will have life cycle design and construction administration responsibility for the project.

The Consultant will collect or estimate the cash flow information from all the parties involved in the project (e.g., design consultants, engineers, construction contractors, etc.) and will combine this information using the Excel four (4) page workbook provided to the Consultant by the city. The Consultant will need to obtain the cash flow information from the Contractor and coordinate this information into the overall cash flow information. The Consultant will complete the applicable four (4)-page worksheet and send it electronically to Gloria Olaya (goelaya@glendaleaz.com) with the Engineering Department. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

B. Task 1 - Field Survey and Base Sheet Preparation:

- Field Survey – A field survey will be conducted along 47th Avenue to cover the area where the new storm drain and is planned to be constructed. The limits of the survey will be from the south curb returns at Glendale Avenue to about 100 feet north of Orangewood Avenue. It will also extend east on the intersecting streets for about 100 feet; including Orangewood, State, Northview, Myrtle, Midway and Palmair Avenue. The survey will cover the entire R/W and will include the location of existing street monuments, cross sections of the street, above ground evidence of utility lines, fences, pipe inverts at manholes, top of nut at water valves, walls, driveways, etc. The survey will be tied to at least two city benchmarks and will be done on City vertical and horizontal datum.
- Base Sheet Drafting – Base sheets for the proposed improvements will be prepared which will include the topographic data obtained with the survey (curbs, sidewalks, walls, fences, trees, driveways, manholes, storm drain inlets, etc.), R/W lines, property lines, and utilities of record.

C. Task 2 – Preliminary Storm Drain Plans:

- Preliminary Storm Drain Plan and Profile – Preliminary storm drain plan and profile sheets will be developed that will include the horizontal alignment of the new storm drain, locations of new inlets, manholes, the connection point to the existing storm drain and the limits of pavement replacement. These plans will also include a profile of the new storm drain pipe as well as profiles of the catch basin connector pipes. The Consultant will coordinate with utility companies and other agencies to incorporate existing utility facilities into the construction plans. All existing utilities shall be shown on the preliminary construction plans.
- Preliminary Drainage Design Data Report – A preliminary drainage design data report will be prepared that documents the runoff to each storm drain inlet, provides hydraulic design calculations for the inlet sizing and the connector pipe sizing, and provides the hydraulic grade line calculations for the storm drain. The design flows to be used to size the new storm drain will come from the HEC-1 model prepared as part of the 47th Avenue and State Avenue Drainage Study (dated July 2015). The HEC-1 model will be expanded to include the watershed area between Glendale Avenue and State Avenue. The design flows will be based on the 10-year peak discharges.
- Quantity/Cost Estimates – Quantity and cost estimates will be prepared for the 60% progress submittal.
- 60% Submittal – A submittal will be prepared at the 60% stage which will include: Preliminary plans, preliminary drainage design report, quantity estimates, and a CD with PDF files of the project drawings.

D. Task 3 – Pre-Final Storm Drain Plans:

- Utility Coordination – The Consultant will send 60% plans to the utility companies; requesting letters of conflict review. The relocation of any utilities that are in conflict will be coordinated by the Consultant. Utilities in conflict will be potholed to obtain precise information as to their vertical and horizontal position.

- Pre-Final Storm Drain Plans and Details – Pre-final plans will be prepared that will include final storm drain alignment, final storm drain profile, final details, final catch basin connector pipe profiles, and completion of construction call outs and quantities.
- Final Drainage Design Data Report – A final drainage report will be prepared that incorporates any comments obtained from the City. The final report will also incorporate any revisions to the storm drain plans.
- Pre-Final Special Provisions – Bid item descriptions will be prepared using MAG Uniform Standard Specifications. Special provisions, if required, will be prepared for unique items of work that are not covered by MAG.
- Quantity/Cost Estimates – Quantity and cost estimates will be prepared for the 90% progress submittal.
- 90 % Submittal – A submittal will be prepared at the 90% stage which will include: Pre-final plans, final drainage design report, special provisions, quantity estimate, and a CD with PDF files of the project drawings.

E. Task 4 – Final Storm Drain Plans:

- Utility Coordination –The Consultant will send 90% plans to the utility companies; requesting letters of conflict review. The relocation of any utilities that are in conflict will be coordinated by the Consultant.
- Final Storm Drain Plans and Details – Final plans will be prepared that will incorporate all City comments received on the pre-final plans.
- Final Special Provisions – Special provisions, if required, will be finalized and will include any revisions to respond to City comments on the pre-final special provisions.
- Quantity/Cost Estimates – Quantity and cost estimates will be prepared for the 100% progress submittal.
- 100 % Submittal – A submittal will be prepared at the 100% stage which will include: final plans, final special provisions, final quantity estimate, and a CD with PDF files of the project drawings.

F. Task 5 – Project Coordination and Services during Bidding Phase:

- Coordination/Project Review Meetings – The Consultant will attend design meetings, as necessary, with city staff during the development of the construction documents.
- Bid Services – The Consultant will provide services during the bidding phase; including the preparation of addendums, attendance at the pre-bid conference, and answering bidder's questions pertaining to the construction documents.

G. Task 6 – Allowance for Utility Potholing:

This allowance is for utility potholing. Gavan & Barker will subcontract to a utility potholing company to obtain underground utility information to better define the subsurface conditions, where necessary. The Consultant shall not use any portion of this allowance without prior authorization from the City.

H. Task 7 – Allowance for Extra Work:

This allowance is for extra work, as determined by the City, to provide services during construction which may include redesign to address unforeseen field conditions, conduct special inspections and prepare as-built drawings and/or carry out additional work on the previous tasks identified in this scope of work. The Consultant shall not use any portion of this allowance without prior authorization from the City.

PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT D

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses

DETAILED PROJECT COMPENSATION

2014-2015 Drainage Studies

Project No. 141517

AMENDED FEE SCHEDULE

Original Contract Amount	<u>\$45,200.00</u>
Amendment No. 1	<u>\$30,860.00</u>
Amendment No. 2	
47 th Avenue Storm Drain Design	<u>\$ 70,210.00</u>
Survey	<u>\$ 4,630.00</u>
Allowance for Potholing	<u>\$ 10,000.00</u>
Allowance for Extra Work	<u>\$ 8,000.00</u>
Subtotal (Amendment No. 2)	<u>\$ 92,840.00</u>
Total Professional Services Fee	<u>\$168,900.00</u>



Legislation Description

File #: 15-706, Version: 1

AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM REDBURN TIRE COMPANY

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of tires from Redburn Tire Company in a total amount not to exceed \$75,000 for fiscal year (FY) 2015-16, and to authorize the Acting City Manager to enter into an agreement and to authorize the City Manager to sign four annual one-year renewals with Redburn Tire Company in an amount not to exceed \$375,000 for the entire term of the contract.

Background

The City of Glendale owns and maintains a city fleet of approximately 1,300 vehicles and associated equipment. This fleet of vehicles and equipment is used to support key city functions including police and fire services, sanitation services, utilities services and parks, recreation and library services.

The Equipment Management Division of the Public Works Department is responsible for purchasing, maintaining, and repairing these vehicles and charges the cost related to repairs and maintenance back to the corresponding departments. Cost related to tire purchases by department or division as a percentage is as follows: Sanitation Division (50%), Police and Fire Departments (30%), Water Services Department (5%), remaining city departments and motor pool (15%). If tires cannot be repaired or recapped, they require replacement in order to ensure vehicle safety and reliability.

Previously, Equipment Management has utilized multiple state cooperative purchasing agreements for tire purchases as they have traditionally offered the lowest costs. In order to determine and ensure that we are obtaining the lowest prices possible, the City of Glendale issued Invitation to Bid (IFB 16-14) for tire purchasing. As a result of the competitive bid process, we were able to obtain lower overall tire prices than the current state contracted pricing. A total of five vendors submitted pricing and were selected for the award.

Analysis

Staff recommends the authorization of expenditure of funds in an amount not to exceed \$75,000 with Redburn Tire Company for the purchase of tires during FY 2015-16 for use on city vehicles and equipment, across the organization. As different vehicle types require different tires, the IFB award allows the lowest cost offered through multiple vendors. This flexibility in purchasing is required to ensure that the needed tires are available at the lowest cost.

Community Benefit/Public Involvement

The purchase of tires and services is necessary to keep the city fleet of vehicles and equipment legal, safe and operational while delivering city services to the community.

City of Glendale Invitation For Bids (IFB) is publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the FY 2015-16 Public Works Department operating and maintenance budget. Expenditures with Redburn Tire Company are not to exceed \$75,000 for FY 2015-16, and \$375,000 for the entire term of the contract; contingent upon Council budget approval. The replacements of tires are charged back to the departments responsible for the vehicles.

Cost	Fund-Department-Account
\$75,000	2590-18300-523220, Equipment Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 16-14
PUBLISHED DATE: SEPTEMBER 10, 2015
TITLE: TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT
BID DUE DATE AND TIME: SEPTEMBER 24, 2015 BEFORE 2:00 PM LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing a bid.**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger, Contract Analyst
Materials Management Division
(623) 930-2865
CClevenger@Glendaleaz.com



	SOLICITATION NUMBER: IFB 16-14 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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	SOLICITATION NUMBER: IFB 16-14 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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INTRODUCTION

The City of Glendale (City), Arizona, Equipment Management Division, intends to establish a term contract with qualified vendors for the purchase of tires of various Brand, Size and Model for light and heavy duty vehicles and equipment.

1.0 SPECIFICATIONS

- 1.1 All tires shall be of standard Original Equipment Manufacturers quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles and equipment.
- 1.2 All tires must be new and must have been produced or manufactured within the last one (1) year prior to delivery to the City.
- 1.3 All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any other means such as branding, application of decals, etc. will not be acceptable.
- 1.4 Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1922 for highway tires, F1923 for OffRoad/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPVs, trucks, buses, and trailers.
- 1.5 Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.
- 1.6 Throughout the term of this contract, the City reserves the right to add, remove, or make changes to the quantities and/or types to best serve the needs of the City.
- 1.7 Quantities listed in this solicitation are the City's best estimate only and do not obligate the City to order more than the City's actual requirements and subject to availability of appropriated funds.
- 1.8 Standard Manufacturer's Warranty shall apply to all tires purchased.



SOLICITATION NUMBER: IFB 16-14

**TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

- 1.9** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.
- 1.10** Prices listed in **Section 5 Bidding Schedule** shall take into consideration all inherent costs of providing the requested goods and services. The Bidder agrees to pay any and all fees, including, but not limited to, fuel surcharges, delivery and transportation costs, recycle fees, duties, custom fees, permits, brokerage fees, licenses and registrations. The City will not pay any additional charges beyond the price(s) listed in the response.



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VEHICLES AND EQUIPMENT**

CITY OF GLENDALE
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2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF BID One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

2.3 EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 ALTERNATE BIDS/EXCEPTIONS

Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition.

2.7 PROPRIETARY INFORMATION

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority,



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VEHICLES AND EQUIPMENT

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the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management



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TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT

CITY OF GLENDALE
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employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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**TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT**

CITY OF GLENDALE
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Glendale, Arizona 85301

3.0 SPECIAL TERMS AND CONDITIONS


3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 ESTIMATED QUANTITIES The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds. The City may order some, all, more, or none of the individual quantities. The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.4 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$250.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

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- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidding Schedule.
- 3.7 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.8 PRICE REDUCTION.** Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES.** Successful Supplier(s) warrants that all materials delivered under this contract shall conform to the Standard Manufacturer's Warranty. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION.** All materials 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 Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
 - 1.2.14 Stop the work immediately;
 - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to the lot number,



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destination, address and purchase order number.

- 3.13 DELIVERY TIME** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 FOB POINT** Prices quoted shall be FOB destination to: City of Glendale
- 3.15 TERM OF AGREEMENT** The term of this agreement shall be for an initial one (1) year period.
- 3.16 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.17 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.18 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.19 INSURANCE.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.



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3. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



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Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 3.22.1** The Contractor provides personnel that do not meet the requirements of the contract.
- 3.22.2** The Contractor fails to perform adequately the services required in the contract.
- 3.22.3** The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4** The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.



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3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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:
 1. Deduction from an unpaid balance;
 2. Any combination of the above or any other remedies as provided by law.

3.23 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.24 NON-DISCRIMINATION By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will



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require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

- 1.1 **CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.



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4.0

BIDDER SHEET

CONDITIONAL ACCEPTANCE


INVITATION FOR BID NO. IFB # 16-14

TITLE: TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: REDBURN TIRE COMPANY Contractor Signature: 
 (Printed)
 Company Address: 3801 W. Clarendon Title: President
Phoenix, AZ 85019 Telephone No.: 602-272-7601

Email Address: jd@rtco.net

Company Federal I.D.: 86-0360769

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: _____



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Multi-Service Management
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ACCEPTANCE OF OFFER (CONTINUED)

ATTEST: _____
City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

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5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

5.1 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT						
BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
GOODYEAR	255/70R22.5	G661 RV	GUS BUS	10	See \$ Attachment A	\$ _____
GOODYEAR	P255/70R16	WRANGLER RTS	1/2 TON P/U	10	\$ NO BID	\$ _____
GOODYEAR	LT245/70R17E	WRANGLER DURATRAC	LANDFILL	10	\$ NO BID	\$ _____
GOODYEAR	LT245/75R16E	WRANGLER DURATRAC	LANDFILL	10	\$ NO BID	\$ _____
GOODYEAR	ST235/80R16E	MARATHON TRAILER	HD FLAT BED TRAILER	30	\$ NO BID	\$ _____
GOODYEAR	LT235/85R16E	WRANGLER HT	3/4 TON P/U	10	\$ NO BID	\$ _____
GOODYEAR	LT235/85R16	G614 TRACTOR	CASE TRACTOR/HD FLAT BED TRAILER	150	See \$ Attachment A	\$ _____
GOODYEAR	P265/60R17	EAGLE RSA 108V	POLICE TAHOE	140	See \$ Attachment A	\$ _____
GOODYEAR	P225/60R16	FUEL MAX VSB	POLICE IMPALA	40	\$ NO BID	\$ _____
GOODYEAR	P245/55R18	EAGLE RSA 103V	POLICE	10	\$ NO BID	\$ _____
GOODYEAR	P235/55R17	EAGLE RSA 98W	POLICE CROWN VIC	330	See \$ Attachment A	\$ _____
GOODYEAR	385/65R22.5	G296 SUPER SINGLE	FIRE TRUCK DUMP TRUCK	10	See \$ Attachment A	\$ _____
#225425 FIRESTONE	LT245/75R17E	TRANSFORCE HT	3/4 TON P/U	100	\$ 120.12	\$ 12,012.00
#189769 FIRESTONE	LT245/75R16E	TRANSFORCE HT FI	3/4 TON P/U	40	\$ 109.11	\$ 4,364.40
#140344 FIRESTONE	P225/70R15	DESTINATION LE2	FORD RANGER P/U	40	\$ 86.98	\$ 3,479.20



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BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
#097827 FIRESTONE	P245/70R17	DESTINATION LE2	1/2 TON P/U	60	\$ 102.85	\$ 6,171.00
#097759 FIRESTONE	P235/70R16	DESTINATION LE2	1/2 TON P/U	20	\$ 103.34	\$ 2,066.80
#139987 FIRESTONE	P205/60R16	WIDE OVAL	FORD TAURUS	20	\$ 79.80	\$ 1,596.00
#140718 FIRESTONE	P215/60R16	PRECISION TOURING	FORD TAURUS/ FUSION	100	\$ 75.42	\$ 7,542.00
HANKOOK	LT245/75R16	RH12	3/4 TON P/U	20	\$ NO BID	\$
HANKOOK	P205/75R15	H724	CHEVROLET COLORADO	30	\$ NO BID	\$
HANKOOK	P235/70R17	RH12	1/2 TON P/U	110	See \$ Attachment A	\$
HANKOOK	LT225/75R16	RH12	3/4 TON P/U	130	See \$ Attachment A	\$
HANKOOK	P225/50R17	H437	FORD FUSION	10	\$ NO BID	\$
HANKOOK	P215/60R16	H725	FORD TAURUS/FUSION	10	\$ NO BID	\$
HANKOOK	315/80R22.5L	AH11	MOST HD TRUCKS	270	See \$ Attachment A	\$
HANKOOK	11R22.5	AH12	MOST HD TRUCKS	210	See \$ Attachment A	\$
#01133 MICHELIN	225/70R19.5	G XZE	F450/F550/ AMBULANCE	50	\$ 333.34	\$ 16,667.00
#85335 MICHELIN	12R22.5	XZE L/R H	FIRE TRUCK	10	\$ 619.64	\$ 6,196.40
#11829 MICHELIN	425/65R22.5	XFE L/R L HIGHWAY TREAD	FIRE TRUCK	10	\$ 829.15	\$ 8,291.50
#40321 MICHELIN	425/65R22.5	XZY3 L/R L OFF-ROAD TREAD	DUMP TRUCK	10	\$ 809.44	\$ 8,094.40



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BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
MICHELIN / MOTORCYCLE	FRONT 120/70ZR18	PILOT ROAD 4	PD MC	30	\$ NO BID	\$ _____
MICHELIN / MOTORCYCLE	REAR 170/60ZR17	PILOT ROAD 4G	PD MC	40	\$ NO BID	\$ _____
GALAXY	19.5L-24	HULK 14-PLY	CASE TRACTORS	10	\$ 1115.65	\$ 11,156.50
SAMSON	950 X 16.5	12-PLY TRAILER	HD TRAILER	10	\$ NO BID	\$ _____
MASTERTRAK	75R15E	ST225	MEDIUM DUTY TRAILER	20	\$ NO BID	\$ _____
MASTERTRAK	75R15D	ST205 TRAILER	LIGHT DUTY TRAILER	30	\$ NO BID	\$ _____
TITAN	12 X 16.5	HD2000 II	TRACTOR	10	\$ 189.49	\$ 1,894.90



5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.3 %

5.3 **DELIVERY** Bidder states that all services shall be performed in accordance with IFB specifications.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

Company Name: REDBURN TIRE COMPANY

ATTACHMENT "A"
5.1
PRICING EXCEPTIONS

BRAND	SIZE	MODEL	USE	EST. QTY	UNIT PRICE	EXT. PRICE
FIRESTONE #238702	255/70R22.5	FT491 16 PLY	GUS BUS	10	\$286.10	\$2,861.00
FIRESTONE #189718	LT235/85R16	TRANSFORCE HT	CASE TRACTOR/HD FLAT BED TRAILER	150	\$114.80	\$17,220.00
FIRESTONE #023189	P265/60R17	FIREHAWK GT V PURSUIT	POLICE TAHOE	140	\$117.36	\$16,430.40
FIRESTONE #077325	P235/55R17	FIREHAWK GT Z PURSUIT	POLICE CROWN VIC	330	\$105.38	\$34,775.40
FIRESTONE #294586	385/65R22.5	T839	FIRE TRUCK DUMP TRK	10	\$450.16	\$4,501.60
FIRESTONE #097776	P235/70R17	DESTINATION LE2	1/2 TON P/U	110	\$100.92	\$11,101.20
FIRESTONE #189752	LT225/75R16	TRANSFORCE HT	3/4 TON P/U	130	\$110.53	\$14,368.90
FIRESTONE #233874	315/80R22.5	FS820 20 PLY	MOST HD TRUCKS	270	\$449.48	\$121,359.60
FIRESTONE #248307	11R22.5	FS561 14 PLY	MOST HD TRUCKS	210	\$279.16	\$58,623.60



CITY OF GLENDALE

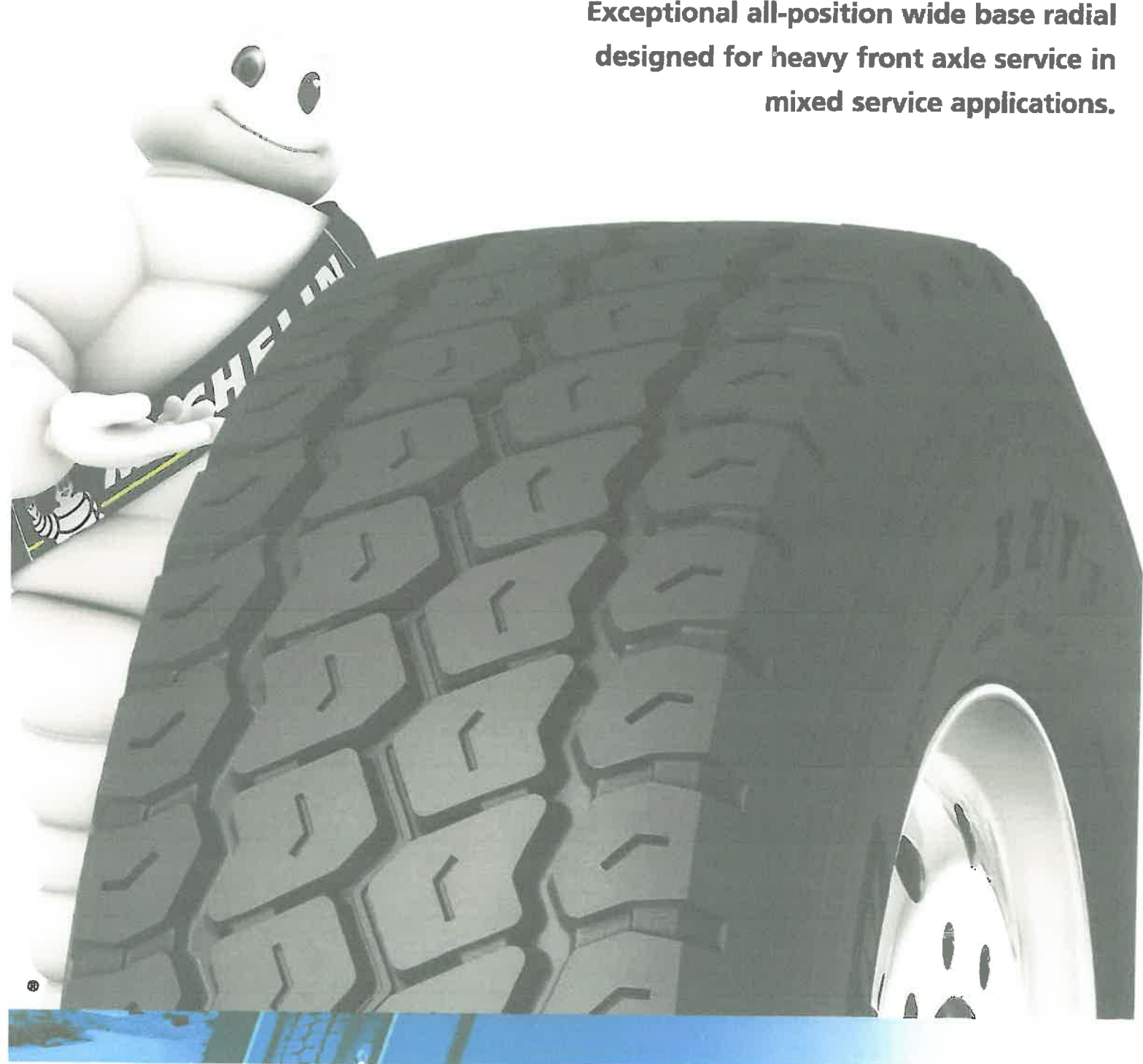
IFB 16-14

**Tires for Light and Heavy Duty
Vehicles and Equipment**

MICHELIN[®] XZY[®]3 WIDE BASE TIRE



**Exceptional all-position wide base radial
designed for heavy front axle service in
mixed service applications.**

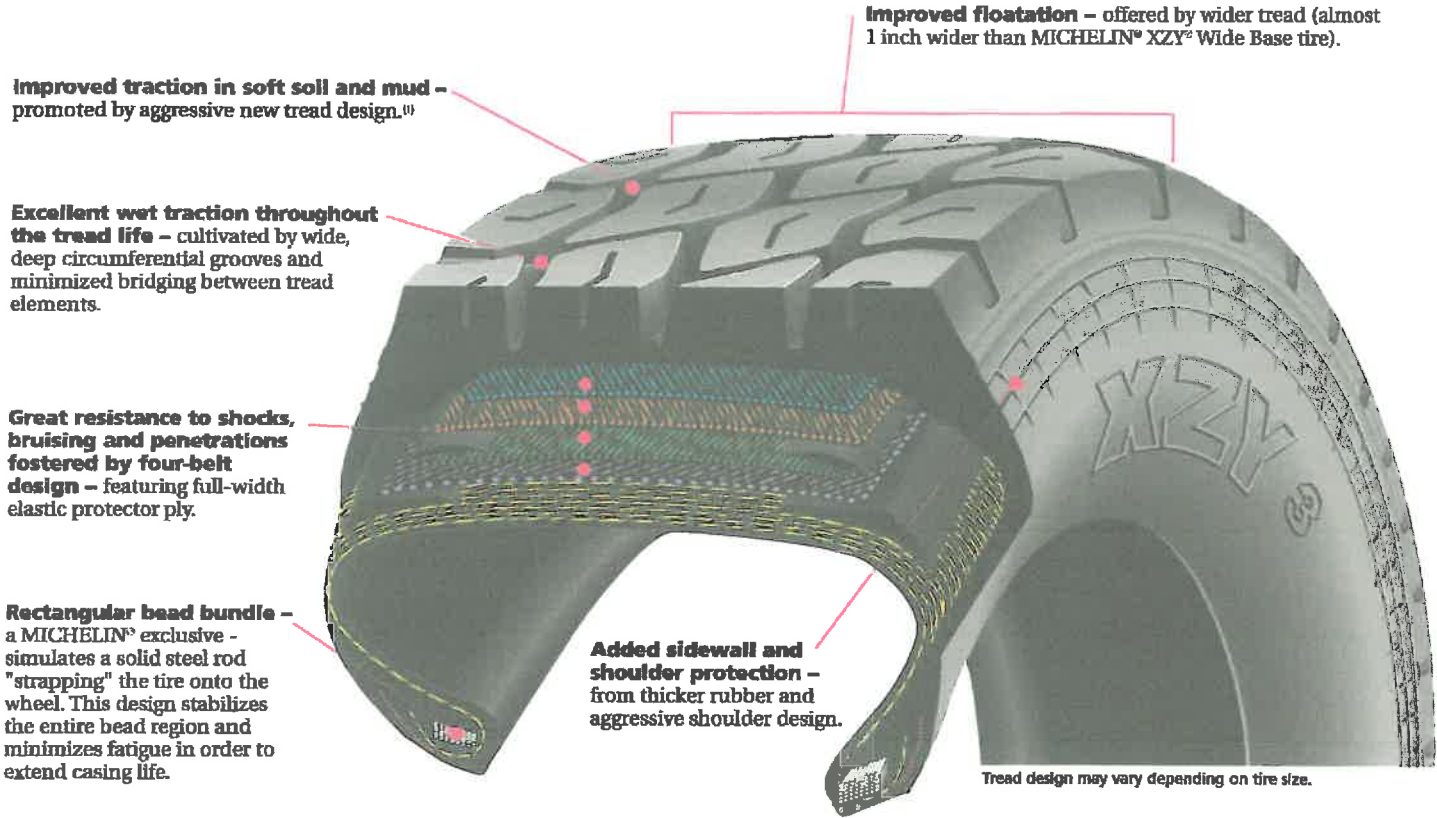




MICHELIN® XZY®3 WIDE BASE TIRE

ON/OFF ROAD APPLICATIONS

Exceptional! all-position wide base radial designed for heavy front axle service in mixed service applications.



Size	Load Range	Catalog Number	Tread Depth 32nds	Max. Speed (*) mph	Loaded Radius		Overall Diameter		Overall Width (§)		Approved Wheels (Measuring wheel listed first.)	Revs Per Mile	Max. Load and Pressure Single			
					in.	mm	in.	mm	in.	mm			lbs.	psi	kg	kPa
385/65R22.5	J	53779	22	65	19.6	499	42.4	1078	14.9	379	11.75, 12.25	491	9370	120	4250	830
425/65R22.5	L	40321	23	65	20.6	524	44.7	1137	16.6	421	13.00, 12.25	465	11400	120	5150	830
445/65R22.5	L	83691	23	65	21.1	536	45.8	1164	17.8	451	14.00, 13.00	455	12800	130	5800	900

Note: Wheel listed first is the measuring wheel.

(1) When compared with MICHELIN® XZY® Wide Base tire.

(*) Exceeding the lawful speed limit is neither recommended nor endorsed.

(§) Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in wheel width. Minimum dual spacing should be adjusted accordingly.

MICHELIN® tires and tubes are subject to a continuous development program. Michelin North America, Inc. reserves the right to change product specifications at any time without notice or obligations. Please consult wheel manufacturer's load and inflation limits. Never exceed wheel manufacturer's limits without permission of component manufacturer.

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Greenville, SC 29615
1-888-622-2306

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Laval, Quebec H7T 2P6
1-888-871-4444

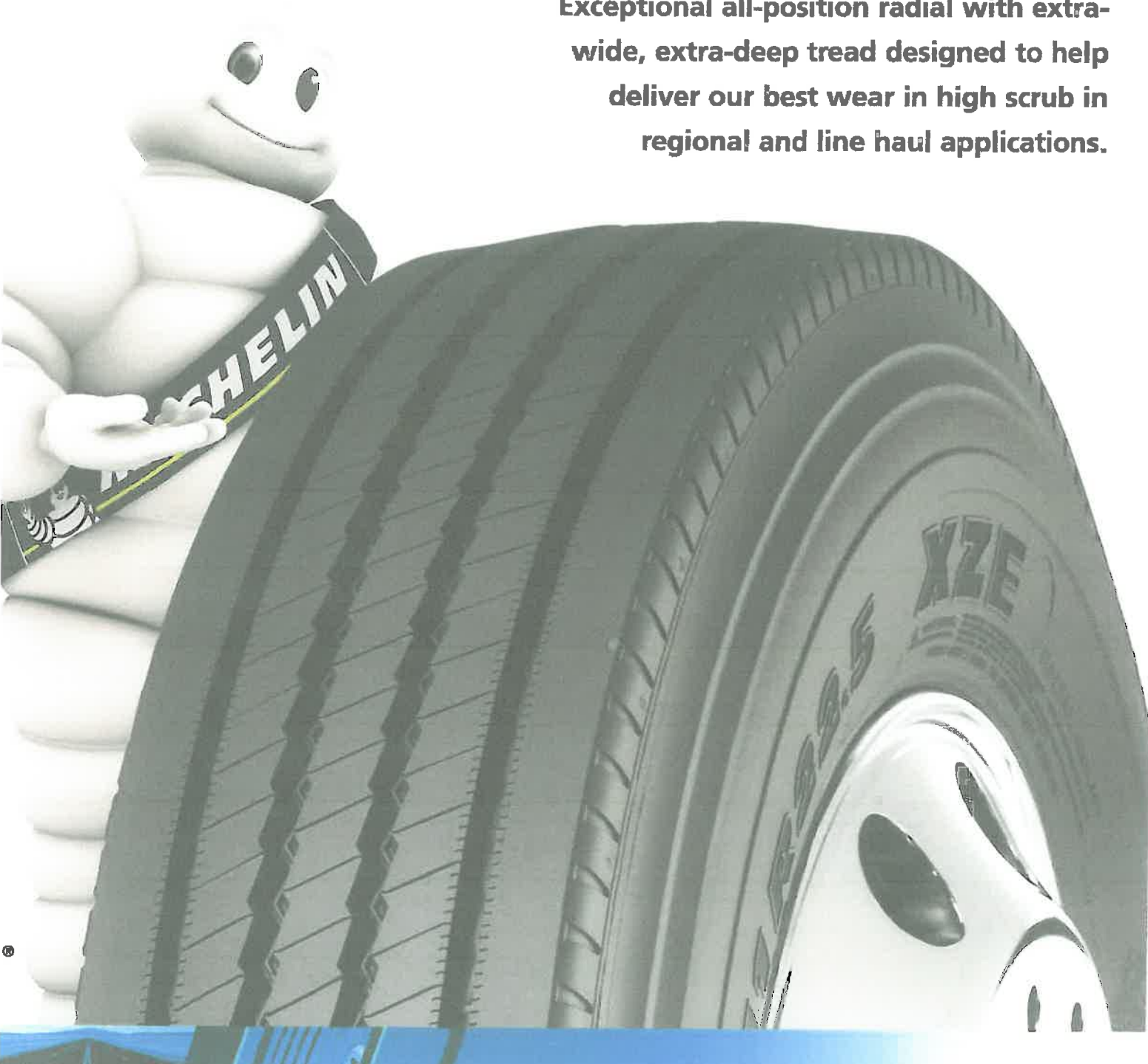
Mexico

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Av. 5 de febrero No. 2113-A
Fracc. Industrial Benito Juarez
7 6120, Querétaro, Qro. Mexico
011 52 442 296 1600

MICHELIN® XZE® TIRE



Exceptional all-position radial with extra-wide, extra-deep tread designed to help deliver our best wear in high scrub in regional and line haul applications.





MICHELIN® XZE® TIRE

REGIONAL & LINE HAUL APPLICATIONS

Exceptional all-position radial with extra-wide, extra-deep tread designed to help deliver our best wear in high scrub in line haul and regional applications.

Customized, five-rib, zig-zag tread pattern – combines fast water evacuation for excellent wet traction with an aggressive, evolving tread pattern that helps maintain driver confidence throughout the long tread life.

Application-specific high scrub compounds – for chip and cut resistance (in LRH versions with Ⓢ designation) make the MICHELIN® XZE® tire our longest wearing regional steer tire.

Solid shoulders – help resist tearing and accelerated wear in high scrub applications.

Miniature groove-wall sipes – help provide traction and more even wear.

Full-depth sipes – offer all-wheel position traction throughout the life of the tire.

Variable pitch groove walls – help prevent stones from lodging in the tread, to extend casing life and improve retreadability.

Curb guards – provides sidewall and shoulder protection.

Full-width protector ply – helps protect the working plies from bruising and penetrations, lowering downtime.

Groove bottom protectors – help deliver additional defense against stone drilling.

Rectangular bead bundle – a Michelin® exclusive - simulates a solid steel rod "strapping" the tire onto the wheel. This design stabilizes the entire bead region and minimizes fatigue in order to extend casing life.



Size	Load Range	Catalog Number	Tread Depth 32nds	Max. Speed (*) mph	Loaded Radius		Overall Diameter		Overall Width (†)		Approved Wheels (Measuring wheel listed first.)	Min. Dual Spacing (‡)		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
					in.	mm	in.	mm	in.	mm		in.	mm		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
225/70R19.5	F	81473	17	75	14.9	378	32.2	819	8.9	227	6.00, 6.75	9.7	246	646	3640	95	1650	660	3415	95	1550	660
225/70R19.5	G	91043	17	75	14.9	378	32.2	819	8.9	227	6.00, 6.75	9.7	246	646	3970	110	1800	760	3750	110	1700	760
245/70R19.5	H	75997	18	75	15.6	396	33.6	853	9.7	247	6.75, 7.50	10.7	272	619	4940	120	2240	830	4675	120	2120	830
10R22.5	F	79883	21	75	18.7	475	40.1	1018	10.2	259	6.75, 7.50, 8.25	11.1	282	517	5205	100	2360	690	4940	100	2240	690
10R22.5	G	99141	21	75	18.7	475	40.1	1018	10.2	259	6.75, 7.50, 8.25	11.1	282	517	5675	115	2575	790	5355	115	2430	790
12R22.5 Ⓢ	H	85335	22	75	19.8	503	42.6	1047	11.4	290	8.25, 9.00	13.2	335	486	7390	120	3250	830	6780	120	3075	830
235/80R22.5	G	68749	19	75	17.4	443	37.4	949	9.3	236	6.75, 7.50	10.3	262	555	4675	110	2120	760	4410	110	2000	760
255/70R22.5 Ⓢ	H	61737	18	75	17.2	437	36.7	932	10.2	260	8.25, 7.50	11.6	295	563	5510	120	2500	830	5070	120	2300	830
255/80R22.5	G	94390	20	75	17.9	455	38.5	979	10.0	254	7.50, 8.25	11.3	287	538	5205	110	2360	760	4805	110	2180	760
275/80R22.5	H	01637	22	75	18.7	475	40.2	1022	11.1	282	8.25, 7.50	12.2	311	516	7160	120	3250	830	6610	120	3000	830

Ⓢ With chip and cut resistant tread compound.

Note: Wheel listed first is the measuring wheel.

(*) Exceeding the lawful speed limit is neither recommended nor endorsed.

(†) Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in wheel width. Minimum dual spacing should be adjusted accordingly.

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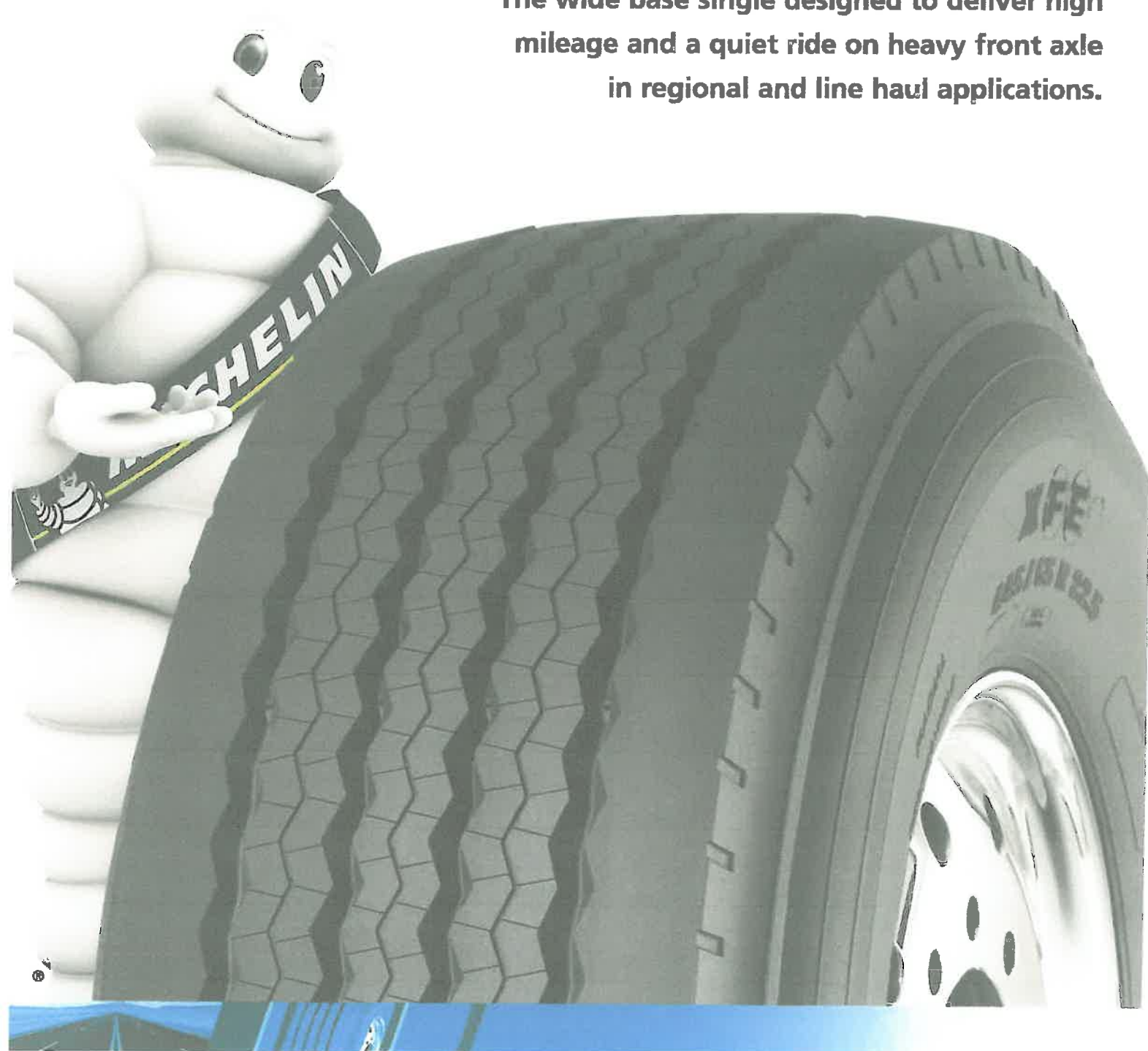
Mexico

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MICHELIN® XFE® WIDE BASE STEER TIRE



The wide base single designed to deliver high mileage and a quiet ride on heavy front axle in regional and line haul applications.

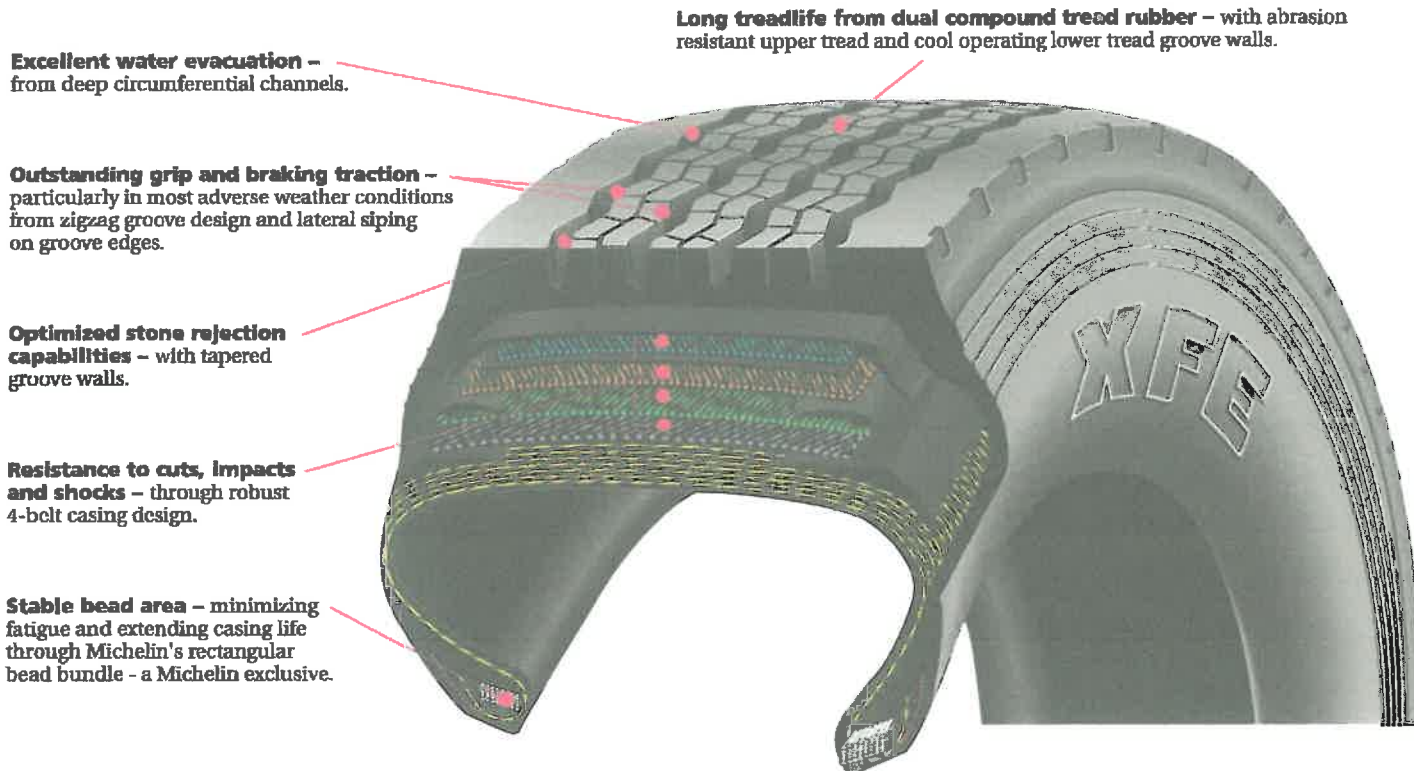


MICHELIN® XFE® WIDE BASE STEER TIRE



REGIONAL APPLICATIONS

The wide base single designed to deliver high mileage and a quiet ride on heavy front axle in regional and line haul applications.



Size	Load Range	Catalog Number	Tread Depth 32nds	Max Speed (*) mph	Loaded Radius		Overall Diameter		Overall Width (‡)		Approved Wheels (Measuring wheel listed first)	Revs Per Mile	Max. Load and Pressure Single			
					in.	mm	in.	mm	in.	mm			lbs.	psi	kg.	kPa
385/65R22.5	L	36991	21	65	19.6	499	42.2	1072	14.9	379	11.75, 12.25	491	9920	130	4500	900
425-65R22.5	L	11829	21	65	20.6	523	44.5	1130	16.6	422	13.00, 12.25	468	11400	120	5150	825
445/65R22.5	M	10805	21	65	21.0	534	45.6	1158	17.8	451	14.00, 13.00	457	12800	130	5800	900

Note: Wheel listed first is the measuring wheel.
 (*) Exceeding the lawful speed limit is neither recommended nor endorsed.
 (‡) Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in wheel width. Minimum dual spacing should be adjusted accordingly.
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 011 52 442 296 1600

Firestone



GOLD PLEDGE

FIREHAWK™ WIDE OVAL™ AS



- Silica Enriched Tread Compound
Supports enhanced wet and dry traction
- Full Depth Siping and Slots
Helps provide balanced all season performance
- Center Sweeping Grooves
Increases water evacuation
- Footprint Optimized
Helps improve wear life
- Pattern Optimized
Reduces noise

ULTRA HIGH PERFORMANCE

- 50,000 Mile/80,000 Kilometre Treadwear Limited Warranty* (H & V-Rated)
- 40,000 Mile/65,000 Kilometre Treadwear Limited Warranty* (W-Rated)
- Gold Pledge 3-Year Limited Warranty*
- Buy & Try 30-Day Guarantee*

* Please refer to the appropriate Tire Limited Warranty booklet for complete limited warranty details. See each warranty at your authorized Firestone retailer for details and restrictions.



THE FIREHAWK WIDE OVAL AS tire is designed for great all around performance-season after season. Thanks to its specially formulated tread compound and full depth pattern features, the tire retains wet and all season performance across its life, while computer-optimized pattern sequencing helps it deliver a remarkably quiet ride.

FIREHAWK WIDE OVAL AS TIRE SPECIFICATIONS

Tire Size and Service Description	Load Range	Article Number	Sidewall Styling	Approved Rim Widths	Measuring Rim Width	Overall Tire Diameter	Overall Section Width	Tread Depth (32nd)	Revs Per Mile	UTQG	Wt.
16" Rim Diameter											
P205/60R16 91V		139987	BW	5.5-7.5	6.0	25.7	8.2	11	811	460 A A	24
215/60R16 95V		138542	BW	6.0-7.5	6.5	26.1	8.7	11	798	460 A A	22
P225/60R16 97H		138559	BW	6.0-8.0	6.5	26.6	9.0	11	783	460 A A	27
195/55R16 87H		138593	BW	5.5-7.0	6.0	24.4	7.9	11	854	460 A A	22
205/55R16 91H		138610	BW	5.5-7.5	6.5	24.9	8.4	11	837	460 A A	19
205/55R16 91V		139970	BW	5.5-7.5	6.5	24.9	8.4	11	837	460 A A	19
215/55R16 93H		138627	BW	6.0-7.5	7.0	25.3	8.9	11	823	460 A A	24
225/55R16 95H		138644	BW	6.0-8.0	7.0	25.8	9.2	11	811	460 A A	26
195/50R16 84V		147960	BW	5.5-7.0	6.0	23.7	7.9	11	879	460 A A	20
205/50R16 87V		138661	BW	5.5-7.5	6.5	24.1	8.4	11	884	460 A A	23
225/50R16 92V		138678	BW	6.0-8.0	7.0	24.9	9.2	11	837	460 A A	24
P245/50R16 96W		001283	BW	7.0-8.5	7.5	25.7	10.0	11	811	400 A A	26
17" Rim Diameter											
P215/55R17 93V		138695	BW	6.0-7.5	7.0	26.3	8.9	11	792	460 A A	25
225/55R17 97V		138712	BW	6.0-8.0	7.0	26.8	9.2	11	777	460 A A	27
P235/55R17 98W		136434	BW	6.5-8.5	7.5	27.2	9.7	11	766	400 A A	34
205/50R17 93V	XL	138729	BW	5.5-7.5	6.5	25.1	8.4	11	830	460 A A	26
P215/50R17 93W	XL	136451	BW	6.0-7.5	7.0	25.5	8.9	11	817	400 A A	24
225/50R17 94V		138763	BW	6.0-8.0	7.0	25.9	9.2	10	804	460 A A	25
235/50R17 96W		009249	BW	6.5-8.5	7.5	26.3	9.7	11	792	400 A A	26
215/45R17 91W	XL	136536	BW	7.0-8.0	7.0	24.7	8.4	11	847	400 A A	22
225/45R17 94W	XL	136519	BW	7.0-8.5	7.5	25.0	8.9	11	833	400 A A	23
235/45R17 97W	XL	001285	BW	7.5-9.0	8.0	25.4	9.3	11	820	400 A A	26
205/40R17 84H	XL	138780	BW	7.0-8.0	7.5	23.5	8.4	11	888	460 A A	20
18" Rim Diameter											
P225/60R18 99H		138814	BW	6.0-8.0	6.5	28.6	9.0	10	728	460 A A	30
P215/55R18 94H		138831	BW	6.0-7.5	7.0	27.3	8.9	11	763	460 A A	27
235/55R18 100V		009300	BW	6.5-8.5	7.5	28.2	9.7	11	740	460 A A	29
245/55R18 103W		146600	BW	7.0-8.5	7.5	28.6	10.0	11	728	400 A A	30
225/50R18 95W		136587	BW	6.0-8.0	7.0	26.9	9.2	11	774	400 A A	26
235/50R18 97W		136570	BW	6.5-8.5	7.5	27.3	9.7	11	763	400 A A	25
215/45R18 93W	XL	009266	BW	7.0-8.0	7.0	25.6	8.4	11	813	400 A A	24
225/45R18 95W	XL	009283	BW	7.0-8.5	7.5	25.9	8.9	10	803	400 A A	26
245/45R18 100W	XL	136804	BW	7.5-9.0	8.0	26.7	9.6	10	780	400 A A	29
225/40R18 92W	XL	136638	BW	7.5-9.0	8.0	25.1	9.1	11	830	400 A A	23
245/40R18 97W	XL	136621	BW	8.0-9.5	8.5	25.7	9.8	11	811	400 A A	26
19" Rim Diameter											
245/50R19 105W	XL	001287	BW	7.0-8.5	7.5	28.7	10.0	11	726	400 A A	33
245/45R19 98W		146634	BW	7.5-9.0	8.0	27.7	9.6	11	752	400 A A	29
245/40R19 98W	XL	136655	BW	8.0-9.5	8.5	26.7	9.8	11	780	400 A A	30
20" Rim Diameter											
245/45R20 103W	XL	136706	BW	7.5-9.0	8.0	28.7	9.6	11	726	400 A A	34
275/40R20 106W	XL	146685	BW	9.0-11.0	9.5	28.7	10.9	11	726	400 A A	36
245/35R20 95W	XL	136740	BW	8.0-9.5	8.5	26.8	9.8	11	777	400 A A	30

0415/ID9903

XL = Extra Load (XL) / Reinforced - For Euro-Metric tires, the term 'reinforced' means the same as "Extra Load"
 BW = Blackwall

Some sizes may contain additional construction features. Ask for our free Tire Limited Warranty manual, which also provides an explanation of tire speed ratings. See your local Firestone retailer for details. NOTE: When using passenger car-sized tires (P-Metric or Euro-Metric) on most mini-vans, full-size vans, SUV's and light duty pickup trucks, federal regulations require that their load capacity, at all inflation pressures, be reduced by a service factor of 9%.

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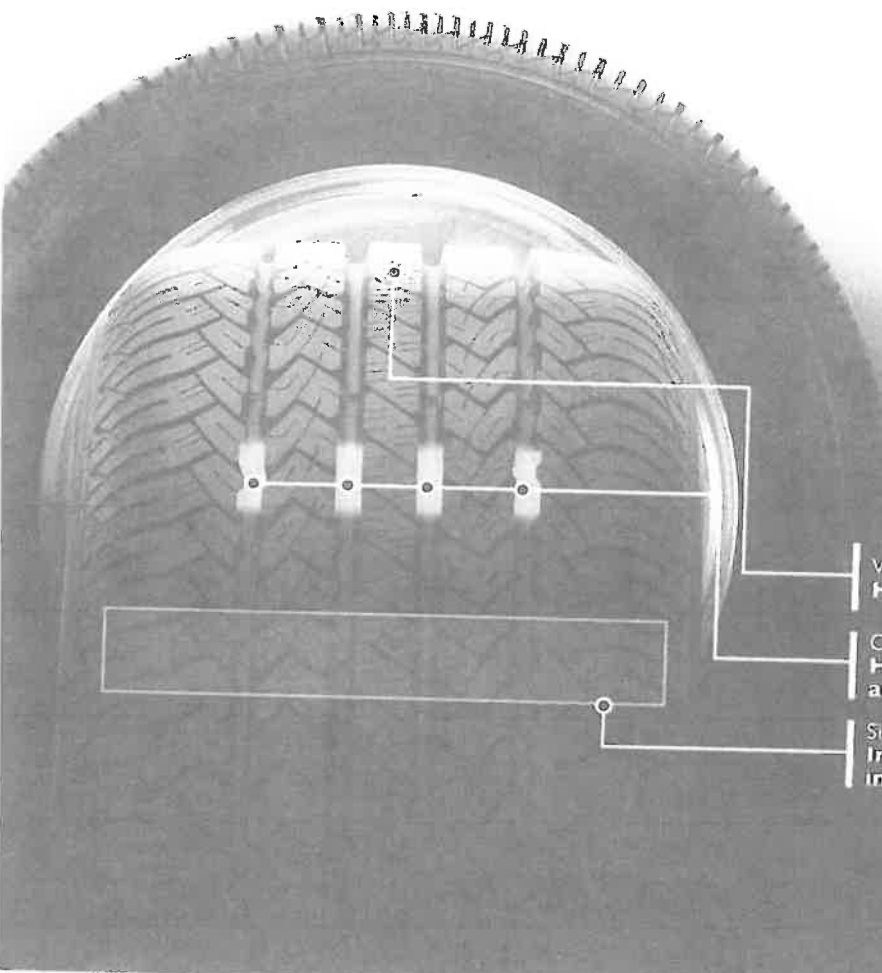


Firestone



GOLD PLEDGE

PRECISION TOURING



- Wide Footprint
Helps improve wear and handling
- Circumferential Grooves
Help channel water out of the footprint area to improve resistance to hydroplaning
- Silica
Improves traction in wet conditions by increasing flexibility of tread compound

TOURING

- 70,000 Mile/110,000 Kilometre Treadwear Limited Warranty*
- Gold Pledge 3-Year Limited Warranty*
- Buy & Try 30-Day Guarantee*

* Please refer to the appropriate Tire Limited Warranty booklet for complete limited warranty details. See each warranty at your authorized Firestone retailer for details and restrictions.



GREAT WET TRACTION AND A QUIET, COMFORTABLE RIDE makes the Precision Touring a standout in the Firestone line. With its all-season tread pattern and attractive price, this is a tire that is designed to get your attention.

PRECISION TOURING TIRE SPECIFICATIONS

Tire Size and Service Description	Load Range	Article Number	Sidewall Styling	Approved Rim Widths	Measuring Rim Width	Overall Tire Diameter	Overall Section Width	Tread Depth (32nd)	Revs Per Mile	UTQG	Wt.
15" Rim Diameter											
P205/70R15 95S		140650	WS	5.0-7.0	6.0	26.3	8.2	11	792	560 A B	26
P215/70R15 97S		140684	WS	5.5-7.0	6.5	26.9	8.7	11	774	560 A B	27
P185/65R15 86T		141058	BW	5.0-6.5	5.5	24.5	7.4	10	854	560 A B	19
P195/65R15 89T		140599	BW	5.5-7.0	6.0	25.0	7.9	11	833	560 A B	20
P205/65R15 92T		140633	BW	5.5-7.5	6.0	25.5	8.2	11	817	560 A B	22
P185/60R15 84T		147501	BW	5.0-6.5	5.5	23.7	7.4	11	879	560 A B	17
P195/60R15 87T		140582	BW	5.5-7.0	6.0	24.2	7.9	11	861	560 A B	19
P205/60R15 90T		140616	BW	5.5-7.5	6.0	24.7	8.2	11	843	560 A B	20
P215/60R15 93T		140667	BW	6.0-7.5	6.0	25.2	8.7	11	827	560 A B	22
P195/55R15 84H		141024	BW	5.5-7.0	6.0	23.4	7.9	11	890	560 A B	19
16" Rim Diameter											
215/65R16 98T		140735	BW	6.0-7.5	6.5	27.0	8.7	11	772	560 A B	24
225/65R16 100T		148079	BW	6.0-8.0	6.5	27.5	9.0	12	758	560 A B	27
235/65R16 103T		147535	BW	6.5-8.5	7.0	28.0	9.5	11	744	560 A B	31
P205/60R16 91H		140854	BW	5.5-7.5	6.0	25.7	8.2	11	811	560 A B	23
P215/60R16 94T		140718	BW	6.0-7.5	6.5	26.1	8.7	11	798	560 A B	23
P225/60R16 97T		140752	BW	6.0-8.0	6.5	26.6	9.0	11	783	560 A B	23
P235/60R16 99T		147620	BW	6.5-8.5	7.0	27.1	9.5	11	769	560 A B	25
195/55R16 87H		140939	BW	5.5-7.0	6.0	24.4	7.9	11	854	560 A B	20
P205/55R16 89T		140701	BW	5.5-7.5	6.5	24.9	8.4	11	837	560 A B	21
215/55R16 93H		140820	BW	6.0-7.5	7.0	25.3	8.9	11	823	560 A B	23
17" Rim Diameter											
P215/65R17 98T		147705	BW	6.0-7.5	6.5	28.0	8.7	11	744	560 A B	25
P225/65R17 100T		140922	BW	6.0-8.0	6.5	28.5	9.0	11	731	560 A B	27
235/65R17 104T		140990	BW	6.5-8.5	7.0	29.1	9.5	11	713	560 A B	27
P225/60R17 98H		140786	BW	6.0-8.0	6.5	27.6	9.0	11	755	560 A B	26
235/60R17 102T		140905	BW	6.5-8.5	7.0	28.1	9.5	11	741	560 A B	27
P215/55R17 93T		140888	BW	6.0-7.5	7.0	26.3	8.9	11	789	560 A B	23
P225/55R17 95T		140769	BW	6.0-8.0	7.0	26.8	9.2	11	777	560 A B	25
P235/55R17 98H		140803	BW	6.5-8.5	7.5	27.2	9.7	11	766	560 A B	29
P215/50R17 93H	XL	141041	BW	6.0-7.5	7.0	25.5	8.9	11	817	560 A B	23

0415 / D2143

XL = Extra Load (XL) / Reinforced - For Euro-Metric tires, the term 'reinforced' means the same as "Extra Load"
 BW = Blackwall
 WS = White Stripe

Some sizes may contain additional construction features. Ask for our free Tire Limited Warranty manual, which also provides an explanation of tire speed ratings. See your local Firestone retailer for details. **NOTE:** When using passenger car-sized tires (P-Metric or Euro-Metric) on most mini-vans, full-size vans, SUV's and light duty pickup trucks, federal regulations require that their load capacity, at all inflation pressures, be reduced by a service factor of 9%.

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Galaxy Tires

INDUSTRIAL

Rear Backhoe

The Hulk has a unique tread pattern that allows it to operate in severe applications while providing superior self cleaning characteristics. The Hulk has a minimum tread depth of 44/32nds and a lug to void ratio of 68% solid to 32% void. Because of the deep tread depths and solid to void ratio, the Hulk L-4 will provide extraordinary hours of service and reduces downtime due to cuts and punctures.

GALAXY JUMBO HULK



SIZE	P.R.	TYPE	RIM	O.D. mm in	S.W. mm in	SLR mm in	L.C.C. Kgs lbs	A.P. bar psi	SP kmph mph
19.5L-24	14	TL	W16L	1298 51.1	490 19.3	589 23.2	3750 8267	2.6 38	40 25

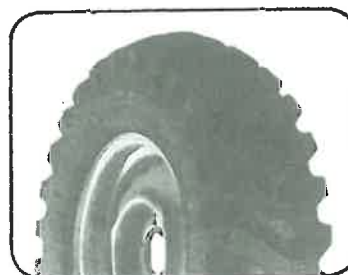
Bias Skid Steer



Contractor FWD



Trac Loader



Trac Loader Chevron



HD2000



HD2000 II

Titan Contractor FWD

- Excellent traction and wear are the benefits of the broad, curved lugs
- High strength construction gives it exceptional durability

Titan Trac Loader

- The tire preferred by major manufacturers of unloaders and skid steer equipment
- Constructed with a superior blend of natural and synthetic rubber
- Center lug design adds extra traction

Titan Trac Loader Chevron

- Features a chevron tread pattern with nylon fabric construction
- Intended for skid steer use

Titan HD2000

- Engineered with HD sidewalls to protect against abrasions, tears and punctures
- Improved dual tapered step lug wear and extended life

Titan HD2000 II

- Titan's premium conventional skid steer tire with deeper tread depth, premium compound, larger tread lugs, heavier sidewall and larger rim guard

Tire Size	Catalog Number	Design	Ply Rating	Inflation Pressure PSI (bar)	Max Load mph (km/h)	Max Load lbs (kg)	Rim Width	Tire Width in (mm)	Overall Diameter in (mm)	Static Loaded Radius in (mm)	Rolling Circ. in (mm)	Flat Plate Area in ² (cm ²)	Weight lbs (kg)	Tread Depth in (mm)
5.70-12NHS	4123C2	Trac Loader Chevron	4	60 (4.1)	5 (10)	1450 (660)	4.50	5.7 (145)	22.4 (569)	10.3 (262)	67 (1702)	na	17 (7.5)	18/32 (14)
7.00-15SS	4123C5	Trac Loader Chevron	6	60 (4.1)	5 (10)	3180 (1440)	5.50	8.0 (203)	29.9 (759)	13.5 (343)	88 (2235)	na	38 (17)	18/32 (14)
8.25-15NHS	4127K5	Trac Loader Chevron	6	50 (3.4)	5 (10)	3860 (1750)	6.00	9.4 (239)	33.2 (843)	14.9 (378)	98 (2489)	na	53 (24)	18/32 (14)
10-16.5NHS	4123C8	Trac Loader	6	45 (3.1)	5 (10)	3500 (1590)	8.30	10.9 (277)	30.3 (770)	13.5 (343)	90 (2286)	na	48 (22)	19/32 (15)
10-16.5NHS	4393D1	HD2000	8	60 (4.1)	5 (10)	4140 (1880)	8.25	10.3 (262)	30.6 (777)	14.3 (363)	92 (2337)	na	55 (25)	21/32 (17)
10-16.5NHS	49E3D1	HD2000II	8	60 (4.1)	5 (10)	4140 (1880)	8.25	10.5 (267)	30.3 (770)	14.1 (358)	91 (2311)	na	55 (25)	24/32 (19)
10-16.5NHS	4393D1TYL	HD2000 w/Tyrelyner	8	60 (4.1)	5 (10)	4140 (1880)	8.25	10.3 (262)	30.6 (777)	14.3 (363)	92 (2337)	na	74 (33.5)	21/32 (17)
10-16.5NHS	49E3D1TYL	HD2000II w/Tyrelyner	8	60 (4.1)	5 (10)	4140 (1880)	8.25	10.5 (267)	30.3 (770)	14.1 (358)	91 (2311)	na	83 (37.5)	24/32 (19)
10-16.5NHS	4393R8	HD2000	10	75 (5.0)	5 (10)	4710 (2135)	8.25	10.3 (262)	30.6 (777)	14.3 (363)	92 (2337)	na	55 (25)	21/32 (17)
12-16.5NHS	4393C9	HD2000	6	40 (2.8)	5 (10)	4220 (1915)	9.75	12.8 (325)	32.7 (831)	15.3 (389)	99 (2515)	na	71 (32)	23/32 (18)
12-16.5NHS	4123C9	Trac Loader	6	40 (2.8)	5 (10)	4220 (1915)	9.75	12.1 (307)	33.6 (853)	15.1 (384)	101 (2565)	na	66 (30)	23/32 (18)
12-16.5NHS	46C3E8	Contractor FWD	8	50 (3.4)	5 (10)	4810 (2180)	9.75	11.8 (300)	33.1 (841)	14.9 (378)	98 (2489)	na	68 (31)	23/32 (18)

Tire Size	Catalog Number	Design	Ply Rating	Inflation Pressure PSI (bar)	Max Load mph (km/h)	Max Load lbs (kg)	Rim Width	Tire Width in (mm)	Overall Diameter in (mm)	Static Loaded Radius in (mm)	Rolling Circ. in (mm)	Flat Plate Area in ² (cm ²)	Weight lbs (kg)	Tread Depth in (mm)
12-16.5NHS	4123D2	Trac Loader	8	50 (3.4)	5 (10)	4810 (2180)	9.75	12.2 (310)	33.6 (853)	15.1 (384)	101 (2565)	na	68 (31)	23/32 (18)
12-16.5NHS	46C3J7	Contractor FWD	10	65 (4.5)	5 (10)	5600 (2540)	9.75	11.8 (300)	33.1 (841)	14.9 (378)	98 (2489)	na	70 (32)	23/32 (18)
12-16.5NHS	4393J7	HD2000	10	65 (4.5)	5 (10)	5600 (2540)	9.75	12.8 (325)	32.7 (831)	15.3 (389)	99 (2515)	na	74 (33.5)	23/32 (18)
12-16.5NHS	4393J7TYL	HD2000 w/Tyrelyner	10	65 (4.5)	5 (10)	5600 (2540)	9.75	12.2 (310)	32.7 (831)	15.0 (381)	97 (2464)	na	99 (45)	26/32 (21)
12-16.5NHS	49E3J7	HD2000II	10	65 (4.5)	5 (10)	5600 (2540)	9.75	12.2 (310)	32.7 (831)	15.0 (381)	97 (2464)	na	74 (33.5)	26/32 (21)
12-16.5NHS	49E3J7TYL	HD2000II w/Tyrelyner	10	65 (4.5)	5 (10)	5500 (2540)	9.75	12.2 (310)	32.7 (831)	15.0 (381)	97 (2464)	na	74 (33.5)	26/32 (21)
12-16.5NHS	4123J7	Trac Loader	10	65 (4.5)	5 (10)	5600 (2540)	9.75	12.2 (310)	33.6 (853)	15.1 (384)	101 (2565)	na	71 (32)	23/32 (18)
12-16.5NHS	4393J8	HD2000	12	80 (5.5)	5 (10)	6320 (2865)	9.75	12.8 (325)	32.7 (831)	15.3 (389)	99 (2515)	na	70 (32)	23/32 (18)
12-16.5NHS	49E34R	HD2000II	14	90 (6.2)	5 (10)	6780 (3075)	9.75	12.2 (310)	32.7 (831)	15.0 (381)	97 (2464)	na	82 (37)	26/32 (21)
14-17.5NHS	412334	Trac Loader	6	30 (2.1)	5 (10)	4820 (2185)	10.50	14.0 (356)	36.9 (937)	16.3 (414)	109 (2769)	na	89 (40.5)	24/32 (19)
14-17.5NHS	46C3G9	Contractor FWD	10	55 (3.8)	5 (10)	6850 (3105)	10.50	13.8 (351)	36.3 (922)	16.3 (414)	108 (2743)	na	83 (37.5)	24/32 (19)
14-17.5NHS	439396	HD2000	10	55 (3.8)	5 (10)	6850 (3105)	10.50	13.8 (351)	37.2 (945)	17.6 (447)	113 (2870)	na	92 (41.5)	24/32 (19)
14-17.5NHS	412396	Trac Loader	10	55 (3.8)	5 (10)	6850 (3105)	10.50	14.0 (356)	36.9 (937)	16.3 (414)	109 (2769)	na	92 (41.5)	24/32 (19)
14-17.5NHS	439349	HD2000	12	65 (4.5)	5 (10)	7550 (3420)	10.50	13.8 (351)	37.2 (945)	17.6 (447)	113 (2870)	na	99 (45)	24/32 (19)
14-17.5NHS	439384	HD2000	14	80 (5.5)	5 (10)	8540 (3875)	10.50	13.8 (351)	37.2 (945)	17.6 (447)	113 (2870)	na	101 (46)	24/32 (19)
14-17.5NHS	49E384	HD2000II	14	80 (5.5)	5 (10)	8540 (3875)	10.50	15.2 (386)	35.7 (907)	16.4 (417)	107 (2718)	na	119 (54)	26/32 (21)
14-17.5NHS	412384	Trac Loader	14	80 (5.5)	5 (10)	8540 (3875)	10.50	14.3 (363)	36.4 (925)	16.4 (417)	107 (2718)	na	101 (46)	24/32 (19)
15-19.5NHS	412373	Trac Loader	6	30 (2.1)	5 (10)	6130 (2780)	11.75	15.5 (394)	40.5 (1029)	17.9 (455)	117 (2972)	na	112 (51)	25/32 (20)
15-19.5NHS	46C3H9	Contractor FWD	8	40 (2.8)	5 (10)	7250 (3290)	11.75	15.3 (389)	40.1 (1019)	18.0 (457)	119 (3023)	na	110 (50)	26/32 (21)
15-19.5NHS	439336	HD2000	12	60 (4.1)	5 (10)	9190 (4170)	11.75	15.7 (399)	40.5 (1029)	19.2 (488)	123 (3124)	na	134 (61)	26/32 (21)
15-19.5NHS	412336	Trac Loader	12	60 (4.1)	5 (10)	9190 (4170)	11.75	15.5 (394)	40.5 (1029)	17.9 (455)	117 (2972)	na	132 (60)	25/32 (20)
15-19.5NHS	439636	HD2000	16	85 (5.9)	5 (10)	11270 (5100)	11.75	15.7 (399)	40.5 (1029)	19.2 (488)	123 (3124)	na	148 (67)	26/32 (21)
18x8.50-10	4123U1	Trac Loader	4	22 (1.5)	5 (10)	830 (375)	7.00	7.5 (191)	17.7 (450)	8.1 (206)	53 (1346)	38 (245)	15 (7)	16/32 (13)
20x8.00-10NHS	49E3W8	HD2000II	4	40 (2.8)	5 (10)	1210 (550)	6.00	8.2 (208)	19.3 (490)	8.8 (224)	57 (1448)	na	21 (9.5)	15/32 (12)
23x8.50-12NHS	4123C3	Trac Loader	4	35 (2.4)	5 (10)	1470 (665)	7.00	8.3 (211)	23.0 (584)	10.2 (259)	68 (1727)	na	25 (12)	14/32 (11)
23x8.50-12NHS	4393G8	HD2000	6	50 (3.4)	5 (10)	1810 (820)	7.00	8.7 (221)	23.5 (597)	11.0 (279)	71 (1803)	na	27 (12)	14/32 (11)
23x8.50-12NHS	4123G8	Trac Loader	6	50 (3.4)	5 (10)	1810 (820)	7.00	8.3 (211)	23.0 (584)	10.2 (259)	68 (1727)	na	26 (12)	14/32 (11)
23x8.50-14NHS	412388	Trac Loader	4	35 (2.4)	5 (10)	1490 (675)	7.00	7.8 (198)	23.8 (605)	10.7 (272)	71 (1803)	na	24 (11)	14/32 (11)
25x8.50-14NHS	412379	Trac Loader	6	50 (3.4)	5 (10)	2000 (905)	7.00	8.4 (213)	25.9 (658)	11.8 (300)	79 (2007)	na	30 (13.5)	17/32 (13)
26x12.0-12NHS	412361	Trac Loader	4	20 (1.4)	5 (10)	1780 (805)	10.50	12.2 (310)	25.5 (648)	11.3 (287)	77 (1956)	84 (542)	32 (14.5)	16/32 (13)
27x8.50-15NHS	46C3J3	Contractor FWD	4	35 (2.4)	5 (10)	1840 (835)	7.00	8.1 (206)	27.2 (691)	12.4 (315)	81 (2057)	na	34 (15.5)	19/32 (15)
27x8.50-15NHS	4123C6	Trac Loader	4	30 (2.1)	5 (10)	1940 (880)	7.00	8.8 (224)	27.0 (686)	12.1 (307)	81 (2057)	na	36 (16.5)	17/32 (13)
27x8.50-15NHS	412339	Trac Loader	6	45 (3.1)	5 (10)	2480 (1120)	7.00	8.8 (224)	27.0 (686)	12.1 (307)	81 (2057)	na	36 (16.5)	17/32 (13)
27x8.50-15NHS	439377	HD2000	8	60 (4.1)	5 (10)	2890 (1310)	7.00	8.6 (218)	26.8 (681)	12.5 (318)	81 (2057)	na	38 (17)	15/32 (12)
27x10.50-15NHS	4123H7	Trac Loader	6	45 (3.1)	5 (10)	2610 (1180)	8.50	11.0 (279)	27.5 (699)	12.3 (312)	82 (2083)	na	38 (17)	17/32 (13)
27x10.50-15NHS	439378	HD2000	8	60 (4.1)	5 (10)	3100 (1410)	8.50	10.2 (259)	27.1 (688)	12.8 (325)	82 (2083)	na	46 (21)	15/32 (12)
27x12.50-15NHS	4122N7	Trac Loader	4	25 (1.8)	5 (10)	2320 (1050)	10.00	12.5 (318)	27.1 (688)	12.3 (312)	82 (2083)	na	45 (20.5)	17/32 (13)
28x8.50-15NHS	4123R3	Trac Loader	6	45 (3.1)	5 (10)	2880 (1310)	7.00	8.4 (213)	28.0 (711)	12.8 (325)	83 (2108)	na	28 (12.5)	17/32 (13)
30.5x12-16.5NHS	439381	HD2000	8	45 (3.1)	5 (10)	3840 (1740)	9.75	12.5 (318)	30.8 (782)	14.0 (356)	91 (2311)	na	74 (33.5)	21/32 (17)



FT491

**Fuel-Efficient
All-Position Radial**

- Sidewall protector ribs resist curb damage and abrasion.
- ULTI-Rib™ and Defense Groove™ designs combat the initiation and spread of irregular wear.
- Wider tread spreads load over a larger area, distributing footprint pressure to promote long, smooth wear. The wider design takes a full-size drive cap for even more low-cost miles.
- Innovative sidewall design reduces overall tire weight to improve fuel efficiency without sacrificing durability.

EPA SmartWay® verified
and CARB compliant.

Recommended Application

A radial tire suitable for all-position use but recommended for single- and tandem-axle trailer and dolly applications in:
Long Haul Service / Regional Haul Service

Replaces: Hankook: TL01
Yokohama: RY587

TECHNICAL DATA

Tire Size	Load Range	Material Number	Weight (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Rows Per Mile	Tread Depth (32")	Max. Tire Load (Single)		Max. Tire Load (Dual)		Max Speed (MPH)
											Kg/kPa	Lbs/PSI	Kg/kPa	Lbs/PSI	
FT491															
11R22.5	G	238-868	109	8.25	40.9	11.3	19.1	12.5	507	11	2800@720	6175@105	2650@720	5840@105	75
11R24.5	G	238-685	117	8.25	42.9	11.4	20.1	12.5	485	11	3000@720	6610@105	2725@720	6005@105	75
255/70R22.5	H	238-702	90	8.25	36.3	10.4	12.1	11.5	572	11	2500@830	5510@120	2300@830	5070@120	75
295/75R22.5	G	238-617	103	8.25	39.7	11.3	18.6	12.5	523	11	2800@760	6175@110	2575@760	5675@110	75
285/75R24.5	G	238-634	107	8.25	41.0	11.3	19.3	12.4	507	11	2800@760	6175@110	2575@760	5675@110	75

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 61 through 65.
- For minimum dual spacing and approved rim widths see page 44.
- For ply ratings see table on page 42.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.



Transforce HT

- UNI-T technology for outstanding wet performance and a smooth, quiet ride.
- Advanced high-resilience tread compound helps slow wear and chip/tear resistance.
- Deep shoulder slots provide better traction in rain, snow and dry conditions.
- Circumferential grooves provide effective water evacuation.

Replaces: BF Goodrich: T/A All Season
Goodyear: Wrangler SR-A



Ultimate Tire Technology

The Ultimate Network of Intelligent Tire Technology is a combination of advanced tire technologies that deliver outstanding comfort and control, precise handling, long wear, increased fuel efficiency, reduced noise, and a smooth, quiet ride.

TECHNICAL DATA

SW Style	Tire Size	Load Range	Service Description	Material Number	Wt (Lbs.)	Measuring Rim	Overall Diam	Overall Width	Static Loaded Radius	Min. Dual Spac	Revs Per Mile	Tread Depth (32")	Max. Tire Load (Single)		Max. Tire Load (Dual)	
													Kg/kPa	Lbs./PSI	Kg/kPa	Lbs./PSI
Transforce HT																
BL	LT235/75R15	C	104/101R	189-837	32	(6.5)6.0-7.0	28.9	9.3	13.4	10.8	723	15	900@350	1985@50	825@350	1820@50
BL	LT215/85R16	E	115/112R	189-701	35	(6.0)5.5-7.0	30.4	8.5	14.1	9.9	686	14	1215@550	2680@80	1120@550	2470@80
BL	LT235/85R16	E	120/116R	189-718	40	(6.5)6.0-7.5	31.7	9.3	14.7	10.8	657	14	1380@550	3042@80	1260@550	2778@80
BL	LT225/75R16	E	115/112R	189-752	35	(6.0)6.0-7.0	29.3	8.8	13.6	10.2	712	14	1215@550	2680@80	1120@550	2470@80
BL	LT245/75R16	E	120/116R	189-769	38	(6.5)6.5-8.0	30.5	9.8	14.1	11.3	684	14	1380@550	3042@80	1260@550	2778@80
OWL	LT265/75R16	E	123/120R	207-602	44	(7.5)7.0-8.0	31.7	10.5	14.7	12.2	659	15	1550@550	3415@80	1400@550	3085@80
BL	LT265/75R16	E	123/120R	189-786	44	(7.5)7.0-8.0	31.7	10.5	14.7	12.2	659	15	1550@550	3415@80	1400@550	3085@80
BL	9.50R16.5LT	E	121/117R	189-820	40	(6.75)6.8-8.2	30.6	9.5	14.2	10.7	682	15	1415@550	3195@80	1285@550	2835@80
BL	8.75R16.5LT	E	115/111R	189-803	35	(6.75)6.0-6.8	29.5	8.8	13.8	9.9	708	15	1215@550	2680@80	1090@550	2405@80
BL	LT235/80R17	E	120/117R	191-282	41	(6.5)6.0-7.5	31.8	9.3	14.8	10.8	656	14	1400@550	3085@80	1285@550	2835@80
BL	LT225/75R17	E	116/113R	224-133	37	(6.0)6.0-7.5	30.3	8.8	14.2	10.2	687	14	1250@550	2755@80	1150@550	2535@80
BL	LT245/75R17	E	121R	225-425	42	(7.0)6.5-7.5	31.5	9.8	14.7	11.3	661	14				
BL	LT245/75R17	E	121/118R	233-007	42	(7.0)6.5-7.5	31.5	9.8	14.7	11.3	661	13				
OWL	LT245/75R17	E	121/118R	207-483	42	(7.0)6.5-7.5	31.5	9.8	14.7	11.3	661	14	1450@550	395@80	1320@550	2910@80
BL	LT245/70R17	E	119/116R	232-990	41	(7.0)6.5-8.0	30.6	9.8	14.3	11.3	681	14				
BL	LT245/70R17	E	119/116R	191-316	41	(7.0)6.5-8.0	30.6	9.8	14.3	11.3	681	14	1360@550	3000@80	1250@550	2755@80
OWL	LT265/70R17	E	121/118R	200-156	46	(8.0)7.0-8.5	31.7	10.7	14.7	12.4	657	14	1450@550	3195@80	1320@550	2910@80
OWL	LT275/70R18	E	125/122R	207-500	50	(8.0)7.0-8.5	33.2	11	15.5	12.8	627	16	1650@550	3640@80	1500@550	3305@80
OWL	LT275/65R18	E	123/120S	207-619	50	(8.0)7.5-9.0	32.1	11	15	12.8	651	17	1550@550	3415@80	1400@550	3085@80

- All dimensions taken with tire on measuring rim (in parenthesis above).
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 67 through 75.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.

Firestone

FIREHAWK™ GT PURSUIT



- Asymmetrical Design
Provides consistent balance and evacuation of water.
- High-Silica Compound and Wider Tread Profile
Provide improved cornering coefficient for impressive handling
- Veri-Pitch Noise Reduction
Helps reduce noise.

ULTRA HIGH PERFORMANCE PURSUIT



Please refer to the appropriate Tire Limited Warranty booklet for complete limited warranty details. See each warranty at your authorized Firestone retailer for details and restrictions.

THE FIREHAWK PURSUIT is specially designed for the law enforcement and high-speed emergency use. This W-Speed rated tire combines excellent wet and dry handling with an emphasis on quick steering response. Built for durability, the Firehawk Pursuit gives you good wear without sacrificing ride quality. And, as further endorsement of high performance, it passed the demanding Los Angeles County Sheriff's Department high-speed wear tests.

FIREHAWK GT PURSUIT TIRE SPECIFICATIONS

Tire Size and Service Description	Load Range	Article Number	Sidewall Styling	Approved Rim Widths	Measuring Rim Width	Overall Tire Diameter	Overall Section Width	Tread Depth (32nd)	Revs Per Mile	UTQG	Wt.
17" Rim Diameter											
P265/60R17 108V		023189	BW	7.5-9.5	8.0	29.5	10.7	11	701	340 A A	38
P235/55R17 98W		077325	BW	6.5-8.5	7.5	27.2	9.7	11	766	340 AA A	32
18" Rim Diameter											
P225/60R18 99W		005254	BW	6.0-8.0	6.5	28.6	9.0	11	728	340 AA A	31
245/55R18 103W		000177	BW	6.0-8.0	7.5	28.6	10.0	12	728	340 AA A	35
P235/50R18 99W	XL	023308	BW	6.5-8.5	7.5	27.3	9.7	11	763	340 AA A	33

0415 / ID172

The Firehawk PV41 is specially designed for law enforcement and high-speed emergency use. This V-Speed rated tire combines excellent wet and dry handling with an emphasis on quick steering response. Built for durability, the PV41 gives you good wear without sacrificing ride quality.

FIREHAWK PV41 TIRE SPECIFICATIONS

Tire Size and Service Description	Article Number	Sidewall Styling	Approved Rim Widths	Measuring Rim Width	Overall Tire Diameter	Overall Section Width	Tread Depth (32nd)	Revs Per Mile	UTQG	Wt.
16" Rim Diameter										
P225/60R16 97V	067911	BW	6.0-8.0	6.5	26.6	9.0	11	783	340 A A	29

0415 / ID180

When time is of the essence, you can't allow winter elements to slow you down. That's why we've specially designed the PVS (Pursuit Vehicle Snow) for law enforcement and emergency use in winter conditions. This V-speed rated Firehawk tire provides the ideal balance between snow and wet performance with an emphasis on handling. Maneuverable on dry roads, too, the PVS meets the needs of demanding drivers in the most severe winter conditions.

FIREHAWK PVS TIRE SPECIFICATIONS

Tire Size and Service Description	Load Range	Article Number	Sidewall Styling	Approved Rim Widths	Measuring Rim Width	Overall Tire Diameter	Overall Section Width	Tread Depth (32nd)	Revs Per Mile	UTQG	Wt.
16" Rim Diameter											
P225/60R16 97V		098388	BW	6.0-8.0	6.5	26.6	9.0	11	777	-	30
17" Rim Diameter											
P265/60R17 108H		149558	BW	7.5-9.5	8.0	29.5	10.7	12	704	-	37
P235/55R17 98V		077359	BW	6.5-8.5	7.5	27.2	9.7	12	763	-	30
18" Rim Diameter											
P225/60R18 99V		077376	BW	6.0-8.0	6.5	28.6	9.0	11	728	-	31
245/55R18 103V		000252	BW	6.0-8.0	7.5	28.6	10.0	11	728	-	34
P235/50R18 99V	XL	023325	BW	6.5-8.5	7.5	27.3	9.7	11	763	-	32

0415 / ID501

XL = Extra Load (XL) / Reinforced - For Euro-Metric tires, the term 'reinforced' means the same as "Extra Load"
 BW = Blackwall

Some sizes may contain additional construction features. Ask for our free Tire Limited Warranty manual, which also provides an explanation of tire speed ratings. See your local Firestone retailer for details. **NOTE:** When using passenger car-sized tires (P-Metric or Euro-Metric) on most mini-vans, full-size vans, SUVs and light duty pickup trucks, federal regulations require that their load capacity, at all inflation pressures, be reduced by a service factor of 9%.

Bridgestone Americas Tire Operations, LLC
 535 Marriot Drive, Nashville, TN 37214 • 615-391-0088
www.bridgestonetire.com • www.tiresafety.com

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T839
On/Off-Highway
All-Position Wide Base Radial

- A five-rib design provides extra pulling power for extra-heavy loads.
- Wide base design for higher payload and flotation so tires maintain grip and traction without digging into the ground.
- Four full-width steel belts combat tread squirm and enhance retreadability.

Recommended Application

An all-position wide base radial recommended for steer, drive and trailer positions in on/off-highway service.

Replaces: BFGoodrich: ST565
 Hankook: AM15

TECHNICAL DATA															
Tire Size	Load Range	Material Number	Weight (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32')	Max. Tire Load (Single)		Max. Tire Load (Dual)		Max. Speed (MPH)
											Kg/kPa	Lbs/PSI	Kg/kPa	Lbs/PSI	
T839															
385/65R22.5	J	294-586	155	11.75	42.5	15.2	19.7	16.6	492	17	4250@830	9370@120	-	-	65
425/65R22.5	L	294-594	179	12.25	44.5	16.3	20.5	17.7	470	18	5150@830	11400@120	-	-	65
445/65R22.5	L	294-608	193	13.00	45.7	17.4	21.0	19.0	458	18	5800@830	12300@120	-	-	65

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 61 through 65.
- For minimum dual spacing and approved rim widths see page 44.
- For ply ratings see table on page 42.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.

Firestone



GOLD PLEDGE

DESTINATION™ LE²



DESTINATION

- Dry Performance & Wear Life
Continuous closed shoulder blocks
- Quiet Ride
Optimized noise sequencing
- Wet Performance
Circumferential grooves, zigzag sipes, sweeping slots
- Winter Performance
Stepped inside notches, zigzag sipes

LIGHT TRUCK / SUV HIGHWAY

- 60,000 Mile/100,000 Kilometre Treadwear Limited Warranty*
- Gold Pledge 3-Year Limited Warranty*
- Buy & Try 30-Day Guarantee*

*Treadwear Limited Warranty does not apply to Flotation and LT-Metric Sizes. Please refer to the appropriate Tire Limited Warranty booklet for complete limited warranty details. See each warranty at your authorized Firestone retailer for details and restrictions.



IF YOU'RE LOOKING FOR A TIRE THAT WORKS AS HARD AS YOU DO for your light truck or SUV and you want great value for your money, look no further than the Firestone Destination LE². It delivers year-round performance as well as a quiet, comfortable ride.

DESTINATION LE² TIRE SPECIFICATIONS

Tire Size and Service Description	Load Range	Article Number	Sidewall Styling	Approved Rim Widths	Measuring Rim Width	Overall Tire Diameter	Overall Section Width	Tread Depth (32nd)	Revs Per Mile	UTQG	Wt.
15" Rim Diameter											
P215/75R15 100T		140310	OWL	5.5-7.0	6.0	27.7	8.5	12	753	520 A B	26
P225/75R15 102T		140327	OWL	6.0-7.5	6.0	28.3	8.8	12	736	520 A B	28
P235/75R15 108T	XL	097623	OWL	6.0-8.0	6.5	28.9	9.3	12	722	520 A B	31
P265/75R15 112T		097674	OWL	7.0-9.0	7.5	30.7	10.5	12	679	520 A B	37
P225/70R15 100T		140344	OWL	6.0-7.5	6.5	27.4	9.0	12	759	520 A B	27
P235/70R15 102T		140361	OWL	6.0-8.0	7.0	28.0	9.5	12	744	520 A B	28
16" Rim Diameter											
P225/75R16 104T		097606	OWL	6.0-7.5	6.0	29.3	8.8	12	711	520 A B	31
P235/75R16 109T	XL	140378	OWL	6.0-7.5	6.5	29.8	9.3	12	698	520 A B	35
P245/75R16 109S		000223	BW	6.5-8.0	7.0	30.5	9.8	11	684	520 A B	32
P245/75R16 109T		097657	OWL	6.5-8.0	7.0	30.5	9.8	12	684	520 A B	37
P265/75R16 114T		097708	OWL	7.0-9.0	7.5	31.7	10.5	12	658	520 A B	40
205/70R16 96T		002021	BW	5.0-7.0	6.0	27.3	8.2	13	762	520 A B	23
P215/70R16 99H		097725	BW	5.5-7.0	6.5	27.9	8.7	12	747	520 A B	28
225/70R16 103H		001779	BW	6.0-7.5	6.5	28.4	9.0	12	733	520 A B	30
225/70R16 103H		097742	OWL	6.0-7.5	6.5	28.4	9.0	13	733	520 A B	29
P235/70R16 107T	XL	097759	OWL	6.0-8.0	7.0	29.0	9.5	13	719	520 A B	31
P245/70R16 109H		001740	BW	6.5-8.0	7.0	29.5	9.8	13	705	520 A B	36
P245/70R16 106H		097793	OWL	6.5-8.0	7.0	29.5	9.8	13	705	520 A B	35
P255/70R16 109T		097844	OWL	6.5-8.5	7.5	30.1	10.2	12	693	520 A B	36
P265/70R16 111T		001738	BW	7.0-9.0	8.0	30.6	10.7	13	680	520 A B	38
P265/70R16 111T		097895	OWL	7.0-9.0	8.0	30.6	10.7	12	680	520 A B	38
P235/65R16 101T		017936	BW	6.5-8.5	7.0	28.0	9.5	10	744	520 A B	30
P255/65R16 106T		098031	OWL	7.0-9.0	7.5	29.1	10.2	12	717	520 A B	33
17" Rim Diameter											
P235/70R17 108T	XL	097776	OWL	6.0-8.0	7.0	30.0	9.5	13	694	520 A B	35
P245/70R17 108T		097827	OWL	6.5-8.0	7.0	30.6	9.8	12	682	520 A B	35
P255/70R17 110T		136043	OWL	6.5-8.5	7.5	31.1	10.2	13	670	520 A B	38
P265/70R17 113T		001737	BW	7.0-9.0	8.0	31.7	10.7	13	658	520 A B	41
P265/70R17 113T		097912	OWL	7.0-9.0	8.0	31.7	10.7	13	658	520 A B	38
225/65R17 102H		097946	BW	6.0-8.0	6.5	28.5	9.0	12	731	520 A B	29
225/65R17 102T		025008	BW	6.0-8.0	6.5	28.5	9.0	10	708	520 A B	28
235/65R17 104H		097963	BW	6.5-8.5	7.0	29.1	9.5	12	717	520 A B	31
P245/65R17 105T		001739	BW	7.0-8.5	7.0	29.5	9.8	12	705	520 A B	36
P245/65R17 105T		097997	OWL	7.0-8.5	7.0	29.5	9.8	12	705	520 A B	33
P255/65R17 108T		098048	OWL	7.0-9.0	7.5	30.1	10.2	12	693	520 A B	36
P265/65R17 110S		000224	BW	7.5-9.5	8.0	30.6	10.7	11	682	520 A B	37
P265/65R17 110T		098065	OWL	7.5-9.5	8.0	30.6	10.7	12	682	520 A B	37
225/60R17 99T		024991	BW	6.0-8.0	6.5	27.6	9.0	10	730	520 A B	25
P235/60R17 100H		017987	BW	6.5-8.5	7.0	28.1	9.5	12		520 A B	29
P275/60R17 110T		098133	OWL	7.5-9.5	8.0	30.0	11.0	11	694	520 A B	38

More sizes available on next page...

XL = Extra Load (XL) / Reinforced - For Euro-Metric tires, the term "reinforced" means the same as "Extra Load"
 BW = Blackwall
 OWL = Outline White Letter

Some sizes may contain additional construction features. Ask for our free Tire Limited Warranty manual, which also provides an explanation of tire speed ratings. See your local Firestone retailer for details. NOTE: When using passenger car-sized tires (P-Metric or Euro-Metric) on most mini-vans, full-size vans, SUV's and light duty pickup trucks, federal regulations require that their load capacity, at all inflation pressures, be reduced by a service factor of 9%.

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0714 / ID9894





FS820
On/Off-Highway
All-Position Radial

- Special tread compounds help resist cuts, chips, and tears for long original tread life.
- Rugged five-rib design combats stone retention for long mileage and retreadability.
- All-steel casing construction and cap/base compounding helps resist cuts and improves durability and retreadability.
- Stone rejecter platforms (center groove 315/80R22.5; each major groove 11R22.5 & 11R24.5) protect belts from potential damage.

Recommended Application

An all-position radial recommended for steer, drive, and trailer positions in on/off-highway service.

Replaces: Hankook: AM06
 Yokohama: MY507, 501ZA

TECHNICAL DATA															
Tire Size	Load Range	Material Number	Weight (Lbs.)	Meas Rim	Overall Diam	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32')	Max. Tire Load (Single)		Max. Tire Load (Dual)		Max. Speed (MPH)
											Kg/kPa	Lbs./PSI	Kg/kPa	Lbs./PSI	
FS820															
11R22.5	H	241-252	134	8.25	42.0	10.9	19.5	12.0	495	24	3000@830	6610@120	2720@830	6005@120	65
11R24.5	H	233-840	144	8.25	44.0	10.9	20.5	12.0	472	24	3250@830	7160@120	3000@830	6810@120	65
315/80R22.5	L	233-874	148	9.00	42.9	12.5	19.9	13.9	484	26	4120@900	9090@120	3750@900	8270@130	65

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 61 through 65.
- For minimum dual spacing and approved rim widths see page 44.
- For ply ratings see table on page 42.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.



FS561 All-Position Radial

- Tread cap compound and solid shoulder ribs enhance resistance to maneuvering scrub, leading to increased tread life.
- Stone rejectors in center grooves help provide resistance to stone drilling and protect belts for enhanced casing durability.
- Stress relief sipes fight irregular wear by absorbing rib edge stresses in the footprint for long, even wear.
- Sidewall protector ribs help protect the casing from cuts, snags and abrasions due to curbing and impacts.
- Innovative sidewall design reduces overall weight to improve fuel efficiency without sacrificing durability.

Recommended Application

An all-position radial tire recommended for steer application in:
Regional Haul Service / Pickup & Delivery Service

Replaces: BFGoodrich: ST230
Hankook: AH12
Yokohama: 103ZR, RY023

TECHNICAL DATA

Tire Size	Load Range	Material Number	Weight* (lbs.)	Meas. Rim	Overall Diam	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Ribs Per Mile	Tread Depth (32')	Max. Tire Load (Single)		Max. Tire Load (Dual)		Max. Speed (MPH)
											Kg/kPa	Lbs./PSI	Kg/kPa	Lbs./PSI	
FS561															
9R22.5 ¹	F	248-562	90	6.75	38.4	9	18	9.9	541	19	2060@720	4540@105	1950@720	4300@105	75
10R22.5	F	248-579	109	7.50	40.2	9.9	18.8	10.9	517	20	2360@690	5205@100	2240@690	4940@100	75
10R22.5	G	248-596	109	7.50	40.2	9.9	18.8	10.9	517	20	2575@790	5675@115	2430@790	5355@115	75
11R22.5 ²	G	248-307	114	8.25	41.5	10.9	19.3	12	501	21	2800@720	6175@105	2650@720	5640@105	75
11R22.5 ²	H	248-324	114	8.25	41.5	10.9	19.3	12	501	21	3000@830	6810@120	2725@830	6005@120	75
12R22.5	H	248-494	139	9.00	42.7	11.6	19.8	12.8	487	21	3350@830	7390@120	3075@830	6780@120	75
11R24.5	G	248-358	120	8.25	43.8	10.9	20.4	12	477	21	3000@720	6810@105	2725@720	6005@105	75
11R24.5	H	248-375	120	8.25	43.8	10.9	20.4	12	477	21	3250@830	7160@120	3000@830	6610@120	75
255/70R22.5	H	248-528	93	8.25	36.8	10.4	17.3	11.4	565	21	2500@830	5518@120	2300@830	5070@120	75
275/70R22.5 ¹	J	248-545	99	8.25	38.1	11.5	17.9	12.7	545	21	3150@900	6940@130	2900@900	6395@130	75
295/75R22.5	G	248-273	111	8.25	40.4	10.9	18.9	12	514	21	2600@760	6175@110	2575@760	5675@110	75
285/75R24.5	G	248-290	121	8.25	41.5	10.9	19.5	12	501	21	2800@760	6175@110	2575@760	5675@110	75

* Estimate, subject to change ¹ Available 1st half 2015 ² Available 2nd half 2015

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 61 through 65.
- For minimum dual spacing and approved rim widths see page 44.
- For ply ratings see table on page 42.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.

Truck Tire Limited Warranty

Eligibility

You are covered under the terms of this Limited Warranty if all of the following apply:

- You are the original owner, or original owner's authorized agent, of any new Firestone brand truck tire bearing a Department of Transportation (DOT) tire identification number indicating manufacture after January 1, 2011 (DOT serial 0111 or later). For tires covered prior to this time, please refer to the limited warranty that would have been in effect at the time of original sale.
- The tire was purchased after January 1, 2012.
- The tire size, load range, and speed rating are equivalent to or greater than, that specified or recommended for use by the vehicle manufacturer or Bridgestone.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Firestone brand truck tire retailer.

What Is Warranted & For How Long

Upon examination by Bridgestone, before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the original tread grooves) and within six years from the date of tire manufacture, any eligible tire that becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control will either be repaired or replaced with an equivalent new Firestone brand truck tire on the basis set forth in this Limited Warranty.

What This Limited Warranty Does Not Cover

This Limited Warranty does not cover the following:

1. Tire damage due to:
 - A. **Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
 - B. **Improper use or operation**, including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.

C. **Insufficient or improper maintenance**, including, without limitation: Wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.

D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.

2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including, without limitation: Improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. Tires with internally applied additives for balance, sealing, cooling, or any other alleged tire performance enhancement will not void the Limited Warranty unless an inspection of the tire reveals damage related to the use of the additive.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.
13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

No-Charge Replacement – New Tire

Firestone brand truck tires adjusted under this Limited Warranty will be replaced free of charge (Federal Excise Tax included) up to the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever occurs first. The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

Pro-Rated Replacement – Worn Original Tread Tire

Firestone brand truck tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture) has passed, the tire will, at Bridgestone's option, be repaired or replaced with an equivalent new Firestone brand truck tire on a pro rata basis. To determine the replacement price, the percent of used tread wear is multiplied by the current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

Replacement Warranty

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

Where to Go

Tire adjustments under this Limited Warranty will only be made at an authorized Firestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at www.trucktires.com, or call 1-800-815-9793 for the location nearest you.

Consumer Rights

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state

Conditions and Exclusions

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually purchasing and using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

Owner's Obligations

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Firestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty Form or an electronic version of the Firestone Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

Arbitration

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

▶ MICHELIN® TRUCK TIRE LIMITED WARRANTY

▶ ABOUT THIS WARRANTY

As the original purchaser of a MICHELIN® brand truck tire, you are covered by all the benefits and conditions (subject to the maintenance recommendations and safety warnings) contained in this booklet. To ensure your understanding of and compliance with the terms and conditions of this warranty, please read it carefully. It is essential that you also read and understand the Safety and Maintenance Recommendations for your tires beginning on Page 7.

▶ WHAT IS COVERED AND FOR HOW LONG - COMMERCIAL USE

Workmanship and Materials

Except as limited below, MICHELIN® truck tires bearing the MICHELIN® name and complete serial and identification numbers, used in commercial service, according to the instructions contained in this Operator's Manual, are covered by this limited warranty

against defects in workmanship and materials for the life of the original tread. At that time, all warranties, express or implied, expire.

Certain MICHELIN® truck tires used only in long-haul service according to the instructions contained in this Operator's Manual, are covered by this limited warranty against defects in workmanship and materials for 700,000 miles, and up to 3 retreads for 7 years from the date of manufacture when retreaded by an authorized Michelin Retread Technologies (MRT) Dealer. At that time, all warranties, express or implied, expire. These products are identified with the designation "7 Year / 700,000 Mile / 3-Retread Manufacturer's Limited Casing Warranty" in the commercial literature.

Tires covered by this Extended Warranty must have been inspected by a MICHELIN® Truck Tire Retailer and retreaded by an authorized Michelin Retread Technologies (MRT) Dealer, in accordance with the repair and retreading standards set by the Tire Industry Association and Michelin Retread Technologies, Inc., (MRTTI).

► **WHAT IS COVERED AND FOR HOW LONG – CONSUMER USE**

Workmanship and Materials

MICHELIN® truck tires bearing the MICHELIN® name and complete serial and identification numbers, used in consumer service, such as on a motorhome, according to the instructions contained in this Operator's Manual, are covered by this limited warranty against defects in workmanship and materials for the life of the original tread or five years from the date of purchase, whichever occurs first. At that time, all warranties, expressed or implied, expire.

Definitions

The life of the original usable tread is the original tread down to the level of the treadwear indicators – 2/32nds of an inch (1.6 mm) of tread remaining. Date of purchase is documented by new vehicle

registration or tire sales invoice. If no proof of purchase is available, coverage will be based on the date of manufacture, as molded on the sidewall. The date of manufacture is based on the original MICHELIN® DOT* number molded on the tire sidewall. The mileage received will be based on fleet records. Replacement will be made in accordance with the terms and conditions described under "HOW REPLACEMENT CHARGES ARE CALCULATED" on Page 4.

*DOT - Department of Transportation

► **WHAT IS NOT COVERED**

Tires/casings which become unserviceable due to:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture);
- Incorrect mounting of the tire, tire/wheel imbalance, improper retread or improper repair;
- Misapplication, improper maintenance, racing, underinflation, overinflation or other abuse resulting in casing damage or fatigue;
- Accident, fire, chemical corrosion, contamination, tire alteration or vandalism;
- Flat spotting caused by improper storage;
- The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide;
- Uses other than long haul service for any extended warranty casing claims;
- Uneven or rapid wear caused by mechanical irregularity in the vehicle, such as wheel misalignment, resulting in damage to the under-tread, carcass or steel belts;
- Ozone or weather checking.

► **HOW REPLACEMENT CHARGES ARE CALCULATED**

Workmanship and Materials

A tire which becomes unserviceable due to a condition covered by this workmanship and materials limited warranty will be replaced with a comparable new MICHELIN® truck tire, for a pro rata charge. The MICHELIN® Truck Tire Retailer will determine the charge by multiplying the percentage of the original usable tread worn by the current selling price at the adjustment location or the price on the current MICHELIN® Truck Tires Base Price List, whichever is lower.

You pay the cost of mounting, balancing, and any other service charges and applicable taxes.

Long Haul Tires with Extended Warranty

If your Long Haul tire covered by the "7 Year / 700,000 Mile / 3-Retread Manufacturer's Limited Casing Warranty" becomes unserviceable due to a condition covered by this warranty before providing 700,000 miles and 3 retreads of service, Michelin will provide casing credit based on the following schedule:

<u>Life of Casing up to 7 Years</u>	<u>Casing Credit</u>
Original Tread	Market Value
First, Second or Third retread	Market Value

▶ WHAT YOU MUST DO WHEN MAKING A CLAIM

When making a claim under the terms of this limited warranty, you must present your tire/casing to a MICHELIN® Truck Tire Retailer. **You pay any service charges for normal vehicle and tire maintenance.**

▶ CONDITIONS AND EXCLUSIONS

Unless this limitation is prohibited by state law, this warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages.

Tires/casings presented for claim remain the property of the owner/consumer, and MICHELIN® brand accepts no responsibility for loss of, or damage to, tires/casings, which are in the custody or control of a MICHELIN® Truck Tire Retailer for the purpose of inspection for warranty adjustment.

Tires accepted for claim become the property of Michelin North America, Inc. (MNA).

In the event of a disputed claim, the owner/consumer must make the tire available for further inspection.

No Michelin representative, employee or retailer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this limited warranty.

This limited warranty applies only in the United States.



TITAN TIRE CORPORATION
2345 E. Market Street
Des Moines, IA 50317-7897
Phone: 1-800-USA-BEAR (672-2327)
Fax: 1-515-285-9447
Email: warranty@titan-tire.com

AGRICULTURAL & CONSTRUCTION TIRE WORKMANSHIP & MATERIAL ADJUSTMENT POLICY



OWNER'S OBLIGATION

You must present the unserviceable tire and a copy of your proof of purchase date to a participating Titan Tire Dealer. Please consult your telephone directory or call 1-800-USA-BEAR for the location nearest you. Tires replaced on an adjustment basis become the property of Titan Tire Corporation.

You must pay for applicable taxes, and if beyond the no charge replacement period, mounting or any additional services you order at the time of adjustment.

No claim will be recognized unless submitted on a Titan claim form (to be supplied by the Titan Tire Dealer) completely filled out and signed by you, the original owner of the tire presented for adjustment or your authorized agent.

SAFETY WARNINGS

Serious injury or death may result from:

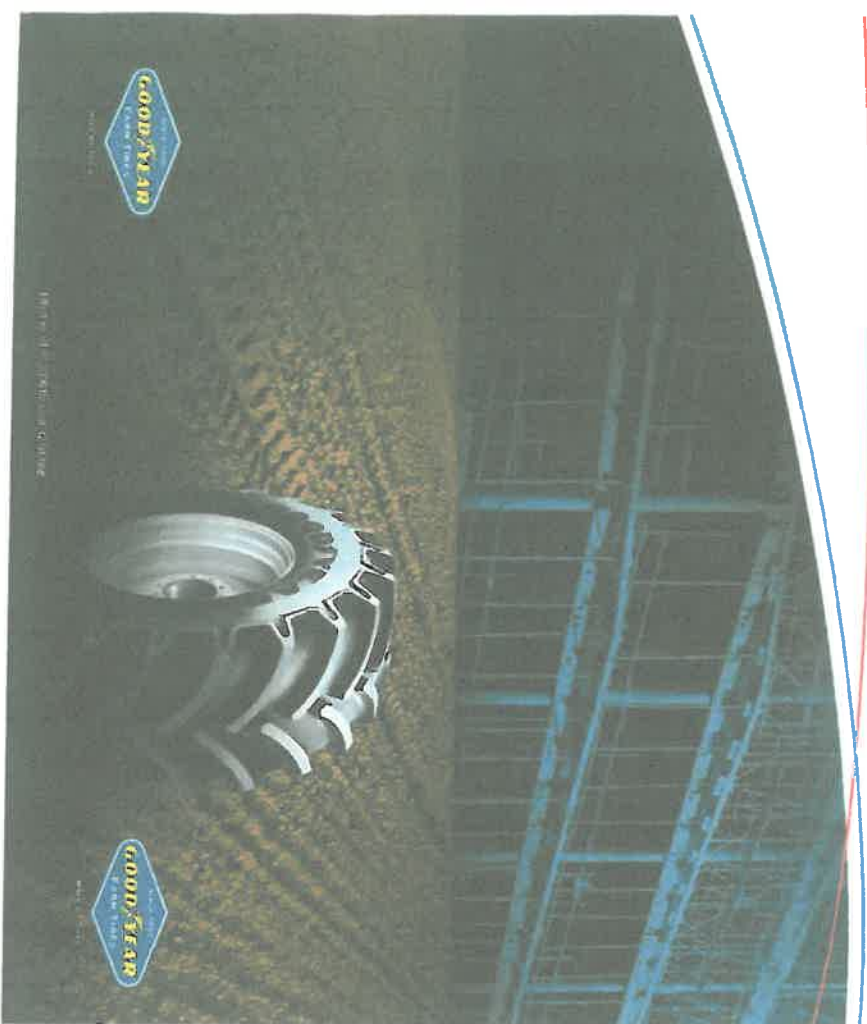
- Tire failure due to underinflation/overinflation:
- Follow the vehicle owner's manual or tire placard in vehicle.
- Explosion of tire/rim assembly due to improper mounting:
- Only specially-trained persons should mount tires.
- Failure to defects single or dual assemblies completely before demounting.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. Contact the nearest Authorized Titan Tire Dealer (Can be found on website www.titan-tire.com)
2. If additional assistance is required:

E-mail: warranty@titan-tire.com

Write to: Titan Tire Corporation
Warranty Department
2345 E. Market Street
Des Moines, IA 50317-7897



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WHO IS ELIGIBLE?

- You are eligible for the benefits of this adjustment policy if:
 - You are the original owner or authorized agent of the original owner of new Titan or Goodyear branded agricultural tires
 - Your tires bear legitimate Department of Transportation prescribed tire identification numbers and are not branded "NA" (Not Adjustable)
 - Your Titan or Goodyear branded agricultural tires have been used only on the vehicle on which they were originally intended according to the vehicle manufacturer's or Titan Tire's recommendations
 - Your tires were purchased on or after January 1, 2006

WHAT IS COVERED AND FOR HOW LONG?

Free tire replacement

Titan or Goodyear branded radial rear farm tires that become unserviceable due to a covered warranty condition during the first twelve months of service will be replaced with a comparable new Titan or Goodyear branded tire without charge. If proof of purchase is not available to establish time in service, the tire date of manufacture will be used.

All other Titan or Goodyear branded agricultural and construction tires that become unserviceable due to a covered warranty condition during the first twelve months of service or 25% tread wear, whichever comes first, will be replaced with a comparable new Titan or Goodyear branded tire without charge except Single Rib, Triple Rib and Super Rib tires. (See table to the right**). If proof of purchase is not available to establish time in service, the tire date of manufacture will be used.

The no charge provision includes normal mounting and service charges for rear farm and large Terra-Tire® high flotation tires.* The no charge provision for front farm tire includes mounting charges only.

*Large Terra-Tire® high flotation tires are defined as those tires listed as HF-1, HF-2, HF-3 or HF-4 tires.

Pro-rated tire replacement

Tires beyond the free tire replacement period will be replaced with a comparable new Titan or Goodyear branded agricultural tire on a pro rata basis. In the United States and Canada, the customer charge will be calculated by multiplying the customer's normal buying price, current at the time of adjustment, by the percentage determined from the "Agricultural Tire Chart for Warranty Changes" as shown below.

AGRICULTURAL TIRE CHART FOR WARRANTY CHANGES

TIRE IN SERVICE	PERCENT TIME WEAR									
	0 to 10%	11 to 25%	26 to 50%	51 to 70%	71 to 80%	81 to 90%	91 to 95%	96 to 99%	100%	100%
1 year or less*	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC
2 year or less	25%	50%	50%	60%	70%	80%	90%	90%	90%	90%
3 year or less	40%	50%	50%	60%	70%	80%	90%	90%	90%	90%
4 year or less	50%	50%	50%	60%	70%	80%	90%	90%	90%	90%
5 year or less	60%	60%	60%	70%	70%	80%	90%	90%	90%	90%
6 year or less	70%	70%	70%	70%	70%	80%	90%	90%	90%	90%
7 year or less	80%	80%	80%	80%	80%	90%	90%	90%	90%	90%
8 year or less	80%	80%	80%	80%	80%	90%	90%	90%	90%	90%

ALL OTHER AGRICULTURAL & CONSTRUCTION TIRES

TIME IN SERVICE	PERCENT CUSTOMER CHARGE									
	0 to 10%	11 to 25%	26 to 50%	51 to 70%	71 to 80%	81 to 90%	91 to 95%	96 to 99%	100%	100%
1 year or less	NC**	NC	50%	60%	70%	80%	90%	100%	100%	100%
2 year or less	25%	25%	50%	60%	70%	80%	90%	100%	100%	100%
3 year or less	50%**	50%	50%	60%	70%	80%	90%	100%	100%	100%
4 year or less	60%**	60%	60%	70%	70%	80%	90%	100%	100%	100%
5 year or less	70%**	70%	70%	70%	70%	80%	90%	100%	100%	100%
6 year or less	80%**	80%	80%	80%	80%	90%	90%	100%	100%	100%

* With proof of purchase. Without proof of purchase, the date of manufacture will be used.
 ** For Single Rib, Triple Rib and Super Rib usage only, based on 1-10% column.

WHAT IS A COMPARABLE TIRE?

A "comparable" new Titan or Goodyear branded agricultural tire may either be the same line of tire or, in the event that the tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to the protection plan will be covered by the Titan Tire protection plan in effect at the time of replacement.

WHAT IS NOT COVERED BY THIS ADJUSTMENT POLICY?

- Radiar rear farm tires purchased under this adjustment policy and presented for adjustment more than eight (8) years after date of purchase.
- All other agricultural tires purchased under this adjustment policy and presented for adjustment more than six (6) years after date of purchase.
- If proof of purchase is not available, the tire date of manufacture will be used to determine the time in service and used to calculate the applicable pro rata charge.
- Irregular wear or tire damage due to:
 - Impact breaks, cuts, snags or machinery
 - Wreck, collision, or fire
 - Improper inflation, overloading, misapplication, misuse, negligence, racing or pulling contents, speed, rim condition, chain damage, improper mounting or demounting or any/over repair.
 - Mechanical condition of the vehicle.
- Material added to a tire after leaving a factory producing Titan or Goodyear branded tires: (example: tire fillers, sealants, or bonding substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.

In no event shall Titan be responsible for any liability for loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage resulting from the failure of a tire for any reason, to the extent permitted by law.

WHAT ARE YOUR LEGAL RIGHTS?

No representative or dealer has authority to make any representation, promise, or agreement on behalf of Titan Tire, except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. This adjustment policy is not intended as a representation that a tire failure cannot occur.

Titan disclaims any liability for incidental or consequential damages to the extent permitted by law. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This adjustment policy gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

The protection plan is applicable only in the United States and Canada.

WHEN DOES THE ADJUSTMENT POLICY END?

A tire has delivered the full original tread life and the warranty ends when the tread is worn to 2/32nds of an inch or the tire exceeds the time limitations described in this policy. In all cases, without proof of purchase, date of the manufacture will be used to determine age.

ATTACHMENT "A"
5.1
PRICING EXCEPTIONS

BRAND	SIZE	MODEL	USE	EST. QTY	UNIT PRICE	EXT. PRICE
FIRESTONE #238702	255/70R22.5	FT491 16 PLY	GUS BUS	10	\$286.10	\$2,861.00
FIRESTONE #189718	LT235/85R16	TRANSFORCE HT	CASE TRACTOR/HD FLAT BED TRAILER	150	\$114.80	\$17,220.00
FIRESTONE #023189	P265/60R17	FIREHAWK GT V PURSUIT	POLICE TAHOE	140	\$117.36	\$16,430.40
FIRESTONE #077325	P235/55R17	FIREHAWK GT Z PURSUIT	POLICE CROWN VIC	330	\$105.38	\$34,775.40
FIRESTONE #294586	385/65R22.5	T839	FIRE TRUCK DUMP TRK	10	\$450.16	\$4,501.60
FIRESTONE #097776	P235/70R17	DESTINATION LE2	1/2 TON P/U	110	\$100.92	\$11,101.20
FIRESTONE #189752	LT225/75R16	TRANSFORCE HT	3/4 TON P/U	130	\$110.53	\$14,368.90
FIRESTONE #233874	315/80R22.5	FS820 20 PLY	MOST HD TRUCKS	270	\$449.48	\$121,359.60
FIRESTONE #248307	11R22.5	FS561 14 PLY	MOST HD TRUCKS	210	\$279.16	\$58,623.60



Legislation Description

File #: 15-708, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BASIN TREE SERVICE & PEST CONTROL, INC., DOING BUSINESS AS UNITED RIGHT-OF-WAY (URW), FOR LANDSCAPE SERVICES ALONG ROUTE US 60 (GRAND AVENUE)

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into an agreement with Basin Tree Service & Pest Control, Inc., doing business as (dba) United Right-of-Way (URW), for landscape services on Route US 60 (Grand Avenue), in an amount not to exceed \$184,800 per fiscal year. The initial term of the contract is for two years upon approval of the City Council. This request also authorizes the City Manager to renew the agreement annually, at the City Manager's discretion, for an additional three years in an amount not to exceed \$981,311 over the full five year term of the agreement.

Background

The City of Glendale has entered into an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) to assume maintenance and operations responsibilities for portions of US 60 (Grand Avenue). The city's responsibilities include maintenance of the landscaped areas in Glendale, to include upkeep of the decomposed granite, plants, irrigation line repair and water supply, herbicide, insecticide, weed control and litter. GO Transportation is the funding source and the project will be managed by the Streets Right-of-Way group in Public Works.

A Request for Proposals (RFP) 15-78 for Landscape Maintenance Services was advertised on June 9, 2015. The RFP included the following evaluation criteria: Experience and Qualifications, Method of Approach, and Pricing Structure. Eight proposals were received, the most responsive and responsible proposal was received by United Right-Of-Way.

Analysis

The City utilizes service options such as contracted landscape maintenance. Landscaped areas and facilities are a valuable asset. Entering into this agreement will assure regularly scheduled care, and that service options are used for needs beyond staff capabilities. Future costs to restore landscaping to pristine condition will be excessive. This also mitigates liability concerns for the City of Glendale.

Previous Related Council Action

On January 24, 2012, Council approved entering into an Intergovernmental Agreement between ADOT and the City of Glendale for ownership, operation and maintenance of US 60 (Grand Avenue) from 43rd Avenue to

71st Avenue, C-7909.

Community Benefit/Public Involvement

Well maintained public right of way aide in creating civic and community pride. If the efforts to maintain the appearance of the landscaping are diminished, the high standards that Glendale citizens have come to expect will be diminished, which could result in sight visibility issues, uncontrolled weed growth and blight. Completing regularly scheduled landscape maintenance to the city's roadways maintains a positive public image to residents, businesses, and visitors.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Staff included a 5% contingency for years three, four and five for market adjustments and unforeseen circumstances. Expenditures with URW are not to exceed \$184,800 per fiscal year for the first two years, and \$981,311 over the term of the contract; contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$184,800	1660-16590-518200, Transportation CIP O&M

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

City of Glendale Solicitation No. 15-78

This Agreement for Landscape Maintenance Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Basin Tree Service & Pest Control, Inc., a Washington corporation, authorized to do business in Arizona, dba United Right-Of-Way (the "Contractor"), as of the ____ day of _____, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 15-78 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$981,311, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Basin Tree Service & Pest Control, Inc. dba United Right-Of-Way
c/o Chris Testa
1502 W. Broadway Road
Phoenix, Az 85041

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Roger Boyer
6210 W. Myrtle Avenue
Glendale, Arizona 85301
623-930-2656

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

- 12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager


ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Basin Tree Service & Pest Control, Inc., a Washington
corporation, dba United Right-Of-Way



By: Chris Testa
Its: General Manager

EXHIBIT A
US 60 (GRAND AVENUE) LANDSCAPE MAINTENANCE
PROJECT

PROJECT

Contractor to provide landscape services on us 60 (GRAND AVENUE) from 43RD Avenue to 71ST Avenue, and incorporates both north and south sides of Grand Avenue.

This project includes 3,461,412 square feet of landscaped public right of way.

EXHIBIT B
US 60 (GRAND AVENUE) LANDSCAPE MAINTENANCE
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 5 of the Agreement..


NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$184,800 annually or \$981,311 for the term of the contract.

DETAILED PROJECT COMPENSATION

The project limits include 3,461,412 square feet of landscaped area from 43rd Avenue to 71st Avenue and incorporates both sides of Grand Avenue.

The contractor's work shall include furnishing all materials, tools, supplies, chemicals that include fertilizers, herbicides, post- and pre-emergent, labor, equipment and vehicles necessary to provide landscape maintenance on public ROW areas in accordance with the provisions specified in this document.

	<p style="text-align: center;"> City of Glendale Solicitation Number: RFP 15-78 US 60 (GRAND AVENUE) & NORTHERN PARKWAY LANDSCAPE MAINTENANCE </p>	<p> CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 </p>
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7 PRICE SHEET

7.1 US 60 (GRAND AVENUE) LANDSCAPE MAINTENANCE

MONTHLY AMOUNT: \$ 15,875.00

7.2 NORTHERN PARKWAY LANDSCAPE MAINTENANCE

MONTHLY AMOUNT: \$ 22,800.00

7.3 HOURLY RATE FOR IRRIGATION SYSTEM REPAIRS \$ 42.50
 (Per Section 2.14.6)

Company Name: United Right-of-Way

EXHIBIT C

US 60 (GRAND AVENUE) LANDSCAPE MAINTENANCE

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION
RFP 15-78
US 60 (Grand Ave) & NORTHERN PARKWAY LANDSCAPE MAINTENANCE

	Experience and Qualifications 45%	Method of Approach 30%	Cost 25%	Maximum Points Awarded	
TOTAL CATEGORY POINTS AWARDED	450	300	250	1000	AOS
AGAVE ENVIRONMENTAL CONTRACTING, INC.	288	248	165	701	US 60
ARTISTIC LAND MANAGEMENT	288	187	127	602	US 60
GOODWILL COMMERCIAL MAINTENANCE	288	187	122	597	Northern
THE GROUNDSKEEPER	240	215	117	572	US 60
MARIPOSA LANDSCAPE ARIZONA, INC.	240	215	126	581	Northern
SOMERSET LANDSCAPE MAINTNENACE	348	217	101	666	US 60
SOMERSET LANDSCAPE MAINTNENACE BAFO	348	217	93	658	Northern
UNITED RIGHT-OF WAY	318	175	173	666	US 60
UNITED RIGHT-OF WAY BAFO	318	175	231	724	Northern
VALLEYCREST LANDSCAPE MAINTENANCE, INC.	330	253	250	833	US 60
VALLEYCREST LANDSCAPE MAINTENANCE, INC.	330	253	250	833	Northern
UNITED RIGHT-OF WAY	417	267	151	835	US 60
UNITED RIGHT-OF WAY BAFO	417	267	142	826	Northern
VALLEYCREST LANDSCAPE MAINTENANCE, INC.	417	267	155	839	US 60
VALLEYCREST LANDSCAPE MAINTENANCE, INC.	417	267	146	830	Northern
VALLEYCREST LANDSCAPE MAINTENANCE, INC.	358	270	71	699	US 60
VALLEYCREST LANDSCAPE MAINTENANCE, INC.	358	270	144	772	Northern

#2
#1
#1
#2

Award is recommended to:

Somerset Landscape Maintenance and United Right-of-Way are deemed to be responsible and responsive offeror's whose proposal is determined in writing to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation factors set forth in the request for proposals.



Legislation Description

File #: 15-710, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SOMERSET LANDSCAPE MAINTENANCE, INC., FOR LANDSCAPE SERVICES ALONG NORTHERN PARKWAY

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into an agreement with Somerset Landscape Maintenance, Inc., for landscape services on Northern Parkway, in an amount not to exceed \$155,124 per fiscal year. The initial term of the contract is for two years upon approval of the City Council. This request also authorizes the City Manager to renew the agreement annually, at the City Manager's discretion, for an additional three years in an amount not to exceed \$823,728 over the full five year term of the agreement.

Background

The City of Glendale has entered into an Intergovernmental Agreement (IGA) with Maricopa County Department of Transportation for maintenance of a portion of Northern Parkway. The city's responsibilities include decomposed granite, plants, irrigation line repair and water supply, herbicide, insecticide, weed control and litter. GO Transportation is the funding source and the project will be managed by the Right-of-Way group in Public Works.

A Request for Proposals (RFP) 15-78 for Landscape Maintenance Services was advertised on June 9, 2015. The RFP included the following evaluation criteria: Experience and Qualifications, Method of Approach, and Pricing Structure. Eight proposals were received and Somerset Landscape Maintenance, Inc., offered the most responsive and responsible proposal.

Analysis

Landscaped areas and facilities are a valuable asset. When needs exceed staff workload capabilities the City utilizes service options such as contracted landscape maintenance. Entering into this agreement will assure regularly scheduled landscape and maintenance, which avoids future excessive costs to restore landscaping to pristine conditions. This also mitigates liability concerns for the City of Glendale.

Previous Related Council Action

On April 26, 2011, Council approved entering into an Intergovernmental Agreement between Maricopa County Department of Transportation and the City of Glendale for ownership, operation and maintenance of Northern Parkway from Sarival Avenue to Dysart Road, C-7670.

Community Benefit/Public Involvement

A well maintained public right of way aids in creating civic and community pride. If the efforts to maintain the appearance of the landscaping are diminished, the high standards that Glendale citizens have come to expect will be diminished, which could result in sight visibility issues, uncontrolled weed growth and blight. This agreement will enable the City to complete landscape maintenance on a regular scheduled basis instead of an on needed basis. Completing regularly scheduled landscape maintenance to the City's roadways maintains a positive public image to residents, businesses, and visitors.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Staff has included a 5% annual contingency for years three, four and five for market adjustments and unforeseen circumstances. Expenditures with Somerset Landscape are not to exceed \$155,124 per fiscal year for the first two years, and \$823,728 over the term of the five year agreement contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$155,124	1660-16590-518200, Transportation CIP O&M

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
NORTHERN PARKWAY LANDSCAPE MAINTENANCE
City of Glendale Solicitation No. 15-78**

This Agreement for Northern Parkway Landscape Maintenance ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Somerset Landscape Maintenance, Inc., an Arizona corporation (the "Contractor"), as of the ____ day of _____, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 15-78 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$823,728, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Somerset Landscape Maintenance, Inc.
c/o Taylor Haught
19051 S. Arizona Avenue
Chandler, Arizona 85286

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Roger Boyer
6210 W. Myrtle Avenue
Glendale, Arizona 85301
623-930-2656

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Somerset Landscape Maintenance, Inc.,
an Arizona Corporation



By: Taylor Haught
Its: Branch Manager

EXHIBIT A
NORTHERN PARKWAY LANDSCAPE MAINTENANCE
PROJECT

PROJECT

Contractor to provide landscape services on Northern Parkway, from Sarival Avenue to 1/4 west of Dysart Road.
This is a high speed freeway area.

EXHIBIT B
NORTHERN PARKWAY LANDSCAPE MAINTENANCE
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragrah 5 of the Agreement..


NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$155,124 annually or \$823,728 for the term of the contract.

DETAILED PROJECT COMPENSATION

The project limits include 5,072,720 square feet of landscaped area on Northern Parkway from Sarival Avenue to 1/4 mile west of Dysart Road. This is a high speed freeway areas.

The contractor's work shall include furnishing all materials, tools, supplies, chemicals that include fertilizers, herbicides, post- and pre-emergent, labor, equipment and vehicles necessary to provide landscape maintenance on public ROW areas in accordance with the provisions specified in this document.

 GLENDALÉ	<p align="center"> City of Glendale Solicitation Number: RFP 15-78 US 60 (GRAND AVENUE) & NORTHERN PARKWAY LANDSCAPE MAINTENANCE </p>	<p align="center"> CITY OF GLENDALÉ Materials Management 3050 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 </p>
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7 PRICE SHEET

7.1 US 60 (GRAND AVENUE) LANDSCAPE MAINTENANCE

MONTHLY AMOUNT: \$ 9,569.00

7.2 NORTHERN PARKWAY LANDSCAPE MAINTENANCE

MONTHLY AMOUNT: \$ 12,947.00

7.3 HOURLY RATE FOR IRRIGATION SYSTEM REPAIRS \$ 45.00
(Per Section 2.14.6)

Company Name: Somerset Landscape Inc.

EXHIBIT C
NORTHERN PARKWAY LANDSCAPE MAINTENANCE
DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION
RFP 15-78
US 60 (Grand Ave) & NORTHERN PARKWAY LANDSCAPE MAINTENANCE

	Experience and Qualifications 45%	Method of Approach 30%	Cost 25%	Maximum Points Awarded	
TOTAL CATEGORY POINTS AWARDED	450	300	250	1000	AOS
AGAVE ENVIRONMENTAL CONTRACTING, INC.	288	248	165	701	US 60
	288	248	165	701	Northern
ARTISTIC LAND MANAGEMENT	288	187	127	602	US 60
	288	187	122	597	Northern
GOODWILL COMMERCIAL MAINTENANCE	240	215	117	572	US 60
	240	215	126	581	Northern
THE GROUNDSKEEPER	348	217	101	666	US 60
	348	217	93	658	Northern
MARIPOSA LANDSCAPE ARIZONA, INC.	318	175	173	666	US 60
	318	175	231	724	Northern
SOMERSET LANDSCAPE MAINTNENACE	330	253	250	833	US 60
	330	253	250	833	Northern
SOMERSET LANDSCAPE MAINTNENACE BAFO	330	253	250	833	US 60
	330	253	250	833	Northern
UNITED RIGHT-OF WAY	417	267	151	835	US 60
	417	267	142	826	Northern
UNITED RIGHT-OF WAY BAFO	417	267	155	839	US 60
	417	267	146	830	Northern
VALLEYCREST LANDSCAPE MAINTENANCE, INC.	358	270	71	699	US 60
	358	270	144	772	Northern

#2
#1

#1
#2

Award is recommended to:

Somerset Landscape Maintenance and United Right-of-Way are deemed to be responsible and responsive offeror's whose proposal is determined in writing to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation factors set forth in the request for proposals.



Legislation Description

File #: 15-711, Version: 1

AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM PHOENIX TIRE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of tires from Phoenix Tire in a total amount not to exceed \$75,000 for fiscal year (FY) 2015-16, and to authorize the City Manager to enter into an agreement and to authorize the City Manager to sign four annual one-year renewals with Phoenix Tire in an amount not to exceed \$375,000 for the entire term of the contract.

Background

The City of Glendale owns and maintains a city fleet of approximately 1,300 vehicles and associated equipment. This fleet of vehicles and equipment is used to support key city functions including police and fire services, sanitation services, utilities services and parks, recreation and library services.

The Equipment Management Division of the Public Works Department is responsible for purchasing, maintaining, and repairing these vehicles and charges the cost related to repairs and maintenance back to the corresponding departments. Cost related to tire purchases by department or division as a percentage is as follows: Sanitation Division (50%), Police and Fire Departments (30%), Water Services Department (5%), remaining city departments and motor pool (15%). If tires cannot be repaired or recapped, they require replacement in order to ensure vehicle safety and reliability.

Previously, Equipment Management has utilized multiple state cooperative purchasing agreements for tire purchases as they have traditionally offered the lowest costs. In order to determine and ensure that we are obtaining the lowest prices possible, the City of Glendale issued Invitation to Bid (IFB 16-14) for tire purchasing. As a result of the competitive bid process, we were able to obtain lower overall tire prices than the current state contracted pricing. A total of five vendors submitted pricing and were selected for the award.

Analysis

Staff recommends the authorization of expenditure of funds in an amount not to exceed \$75,000 with Phoenix Tire for the purchase of tires during FY 2015-16 for use on city vehicles and equipment, across the organization. As different vehicle types require different tires, the IFB award allows the lowest cost offered through multiple vendors. This flexibility in purchasing is required to ensure that the needed tires are available at the lowest cost.

Community Benefit/Public Involvement

The purchase of tires and services is necessary to keep the city fleet of vehicles and equipment legal, safe and operational while delivering city services to the community.

City of Glendale Invitation For Bids (IFB) is publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the FY 2015-16 Public Works Department operating and maintenance budget. Expenditures with Phoenix Tire are not to exceed \$75,000 for FY 2015-16, and \$375,000 for the entire term of the contract; contingent upon Council budget approval. The replacements of tires are charged back to the departments responsible for the vehicles.

Cost	Fund-Department-Account
\$75,000	2590-18300-523220, Equipment Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 16-14
PUBLISHED DATE: SEPTEMBER 10, 2015
TITLE: TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT
BID DUE DATE AND TIME: SEPTEMBER 24, 2015 BEFORE 2:00 PM LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger, Contract Analyst
Materials Management Division
(623) 930-2865
CClevenger@Glendaleaz.com


	SOLICITATION NUMBER: IFB 16-14 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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SOLICITATION NUMBER: IFB 16-14
TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT


CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

INTRODUCTION

The City of Glendale (City), Arizona, Equipment Management Division, intends to establish a term contract with qualified vendors for the purchase of tires of various Brand, Size and Model for light and heavy duty vehicles and equipment.

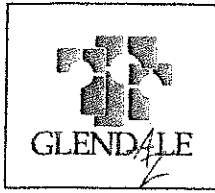
1.0 SPECIFICATIONS

- 1.1 All tires shall be of standard Original Equipment Manufacturers quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles and equipment.
- 1.2 All tires must be new and must have been produced or manufactured within the last one (1) year prior to delivery to the City.
- 1.3 All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any other means such as branding, application of decals, etc. will not be acceptable.
- 1.4 Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1922 for highway tires, F1923 for OffRoad/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPVs, trucks, buses, and trailers.
- 1.5 Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.
- 1.6 Throughout the term of this contract, the City reserves the right to add, remove, or make changes to the quantities and/or types to best serve the needs of the City.
- 1.7 Quantities listed in this solicitation are the City's best estimate only and do not obligate the City to order more than the City's actual requirements and subject to availability of appropriated funds.
- 1.8 Standard Manufacturer's Warranty shall apply to all tires purchased.

 <p>GLENDALÉ</p>	<p>SOLICITATION NUMBER: IFB 16-14</p> <p>TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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- 1.9 Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.

- 1.10 Prices listed in **Section 5 Bidding Schedule** shall take into consideration all inherent costs of providing the requested goods and services. The Bidder agrees to pay any and all fees, including, but not limited to, fuel surcharges, delivery and transportation costs, recycle fees, duties, custom fees, permits, brokerage fees, licenses and registrations. The City will not pay any additional charges beyond the price(s) listed in the response.



SOLICITATION NUMBER: IFB 16-14
**TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT**

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF BID One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

2.3 EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 ALTERNATE BIDS/EXCEPTIONS


Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition.

2.7 PROPRIETARY INFORMATION

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority,

 <p>GLEND/LE</p>	<p align="center">SOLICITATION NUMBER: IFB 16-14</p> <p align="center">TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT</p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management



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employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

- 2.15 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.16 **CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 ESTIMATED QUANTITIES The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds. The City may order some, all, more, or none of the individual quantities. The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.4 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$250.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.



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- 3.5 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 **PRICE**. All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidding Schedule.
- 3.7 **PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.8 **PRICE REDUCTION**. Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 **DELIVERY**. All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 **WARRANTIES**. Successful Supplier(s) warrants that all materials delivered under this contract shall conform to the Standard Manufacturer's Warranty. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 **INSPECTION**. All materials 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 Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
 - 1.2.14 Stop the work immediately;
 - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 **PACKING and SHIPPING**. Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to the lot number,



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destination, address and purchase order number.

- 3.13 **DELIVERY TIME** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale
- 3.15 **TERM OF AGREEMENT** The term of this agreement shall be for an initial one (1) year period.
- 3.16 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.17 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.18 **PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.19 **INSURANCE**. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.



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3. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation


Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.


- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 3.22.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.22.2 The Contractor fails to perform adequately the services required in the contract.
- 3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.

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3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.


If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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:
 1. Deduction from an unpaid balance;
 2. Any combination of the above or any other remedies as provided by law.

3.23 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.24 **NON-DISCRIMINATION** By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will


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require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

1.1 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

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4.0

BIDDER SHEET

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-14

TITLE: TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is Tom HARVEY
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: PHOENIX TIRE Contractor Signature: [Signature]
 (Printed)
 Company Address: 4820 W. BUCKEYERD Title: President
PHOENIX AZ 85043 Telephone No.: 602-269-2509
 Email Address: phils@phx tire.com
 Company Federal I.D.: 86-0262405

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: _____



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ACCEPTANCE OF OFFER (CONTINUED)

ATTEST: _____
City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

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5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

5.1 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT						
BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
GOODYEAR	255/70R22.5	G661 RV	GUS BUS	10	\$ <u>360.56</u>	\$ <u>3605.60</u>
GOODYEAR	P255/70R16	WRANGLER RTS	1/2 TON P/U	10	\$ <u>135.29</u>	\$ <u>1352.90</u>
GOODYEAR	LT245/70R17E	WRANGLER DURATRAC	LANDFILL	10	\$ <u>177.27</u>	\$ <u>1772.70</u>
GOODYEAR	LT245/75R16E	WRANGLER DURATRAC	LANDFILL	10	\$ <u>172.87</u>	\$ <u>1728.70</u>
GOODYEAR	ST235/80R16E	MARATHON TRAILER	HD FLAT BED TRAILER	30	\$ <u>130.72</u>	\$ <u>3921.60</u>
GOODYEAR	LT235/85R16E	WRANGLER HT	3/4 TON P/U	10	\$ <u>152.18</u>	\$ <u>1521.80</u>
GOODYEAR	LT235/85R16	G614 TRACTOR	CASE TRACTOR/HD FLAT BED TRAILER	150	\$ <u>246.92</u>	\$ <u>37038.00</u>
GOODYEAR	P265/60R17	EAGLE RSA 108V	POLICE TAHOE	140	\$ <u>137.03</u>	\$ <u>19184.20</u>
GOODYEAR	P225/60R16	FUEL MAX V8	POLICE IMPALA	40	\$ <u>99.61</u>	\$ <u>3984.40</u>
GOODYEAR	P245/55R18	EAGLE RSA 103V	POLICE	10	\$ <u>150.97</u>	\$ <u>1509.70</u>
GOODYEAR	P235/55R17	EAGLE RSA 98W	POLICE CROWN VIC	330	\$ <u>119.00</u>	\$ <u>39270.00</u>
GOODYEAR	385/65R22.5	G296 SUPER SINGLE	FIRE TRUCK DUMP TRUCK	10	\$ <u>622.93</u>	\$ <u>6229.93</u>
						<u>(181,119.53)</u>
FIRESTONE	LT245/75R17E	TRANSFORCE HT	3/4 TON P/U	100	\$ <u>123.60</u>	\$ <u>12,360.00</u>
FIRESTONE	LT245/75R16E	TRANSFORCE HT FI	3/4 TON P/U	40	\$ <u>110.11</u>	\$ <u>4404.40</u>
FIRESTONE	P225/70R15	DESTINATION LE2	FORD RANGER P/U	40	\$ <u>87.98</u>	\$ <u>3519.20</u>



SOLICITATION NUMBER: IFB 16-14
 TIRES FOR LIGHT AND HEAVY DUTY
 VEHICLES AND EQUIPMENT

CITY OF GLENDALE
 Materials Management
 5350 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
FIRESTONE	P245/70R17	DESTINATION LE2	1/2 TON P/U	60	\$ <u>103.35</u>	\$ <u>6201.00</u>
FIRESTONE	P235/70R16	DESTINATION LE2	1/2 TON P/U	20	\$ <u>103.34</u>	\$ <u>2066.80</u>
FIRESTONE	P205/60R16	WIDE OVAL	FORD TAURUS	20	\$ <u>95.20</u>	\$ <u>1904.00</u>
FIRESTONE	P215/60R16	PRECISION TOURING	FORD TAURUS/ FUSION	100	\$ <u>77.50</u>	\$ <u>7750.00</u>
						(38211.40)
HANKOOK	LT245/75R16	RH12	3/4 TON P/U	20	\$ <u>135.04</u>	\$ <u>2700.80</u>
HANKOOK	P205/75R15	H724	CHEVROLET COLORADO	30	\$ <u>72.17</u>	\$ <u>2165.10</u>
HANKOOK	P235/70R17	RH12	1/2 TON P/U	110	\$ <u>116.56</u>	\$ <u>12821.60</u>
HANKOOK	LT225/75R16	RH12	3/4 TON P/U	130	\$ <u>122.32</u>	\$ <u>15901.60</u>
HANKOOK	P225/50R17	H437	FORD FUSION	10	\$ <u>85.11</u>	\$ <u>851.10</u>
HANKOOK	P215/60R16	H725	FORD TAURUS/FUSION	10	\$ <u>76.91</u>	\$ <u>769.10</u>
HANKOOK	315/80R22.5L	AH11	MOST HD TRUCKS	270	\$ <u>421.51</u>	\$ <u>113807.70</u>
HANKOOK	11R22.5	AH12 <i>16 ply</i>	MOST HD TRUCKS	210	\$ <u>312.83</u>	\$ <u>65694.30</u>
						(214711.30)
MICHELIN	225/70R19.5	G XZE	F450/F550/ AMBULANCE	50	\$ <u>NO</u>	\$ <u>BID</u>
MICHELIN	12R22.5	XZE L/R H	FIRE TRUCK	10	\$ <u>NO</u>	\$ <u>BID</u>
MICHELIN	425/65R22.5	XFE L/R L HIGHWAY TREAD	FIRE TRUCK	10	\$ <u>NO</u>	\$ <u>BID</u>
MICHELIN	425/65R22.5	XZY3 L/R L OFF-ROAD TREAD	DUMP TRUCK	10	\$ <u>NO</u>	\$ <u>BID</u>



SOLICITATION NUMBER: IFB 16-14
 TIRES FOR LIGHT AND HEAVY DUTY
 VEHICLES AND EQUIPMENT

CITY OF GLENDALE
 Municipal Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
MICHELIN / MOTORCYCLE	FRONT 120/70ZR18	PILOT ROAD 4	PD MC	30	\$ 160.00	\$ 4800.00
MICHELIN / MOTORCYCLE	REAR 170/60ZR17	PILOT ROAD 4G	PD MC	40	\$ 200.00	\$ 8000.00
GALAXY	19.5L-24	HULK 14-PLY	CASE TRACTORS	10	\$ 1100.00	\$ 11,000.00
SAMSON	950 X 16.5	12-PLY TRAILER	HD TRAILER	10	\$ 125.00	\$ 1250.00
MASTERTRAK	75R15E	ST225	MEDIUM DUTY TRAILER	20	\$ 62.00	\$ 1240.00
MASTERTRAK	75R15D	ST205 TRAILER	LIGHT DUTY TRAILER	30	\$ 52.00	\$ 1560.00
TITAN	12 X 16.5	HD2000 II	TRACTOR	10	\$ 210.00	\$ 2100.00

~~29,950.00~~
 This page → 29,950.00 Revised 10/16/15 P/B

5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.3 %

5.3 **DELIVERY** Bidder states that all services shall be performed in accordance with IFB specifications.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Phoenix Tire



Legislation Description

File #: 15-713, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF SHELVING FROM INTERIOR SOLUTIONS OF ARIZONA, LLC

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Interior Solutions of Arizona, LLC, for the purchase and installation of a Spacesaver Mechanical Assist Filing System in an amount not to exceed \$92,130.

Background

The City Clerk Department's space in the subbasement was recently expanded offering the opportunity to install additional shelving. The Spacesaver Mechanical Assist Filing System, which is compatible with the current system, consists of 10 mobile carriages and 2 stationary rows of shelving. The installation of the additional shelving will more than double the amount of available storage.

Interior Solutions of Arizona, LLC was awarded a bid by the State of Arizona Procurement Office for the purchase of furniture products and services. Contract No. ADSP013-040686 on February 1, 2013 and expires on February 28, 2016.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. This process reduces the cost of procurement, allows access to a multitude of competitively bid contract, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Analysis

The subbasement of City Hall was flooded on September 8, 2014. Due to the flooding, personnel and contents had to be relocated from the subbasement to allow for repairs and remodeling. Once all of the personnel and contents were relocated, it allowed the City to evaluate the layout of the subbasement and make recommendations for the needs of the affected departments.

One of the needs identified was the necessity to increase the storage space of the Records Center (City Clerk Department). At the time of the flood, the Record Center was at/near capacity and was actively looking for alternate ways/locations to store records. Based on this critical need, it was determined that extending the

current filing system (Spacesaver Mechanical Assist Filing System) into the expanded space would accommodate the Records Center needs and promote a more efficient use of the storage space.

Community Benefit/Public Involvement

The City is required to store and maintain public records per ARS 41-151.14. The City Clerk’s office maintains the public records for nearly every City department. These records are a critical resource in responding to Public Records Requests from the residents, businesses, government agencies, etc. These records are also an important tool utilized by staff in the daily operations of the City.

Budget and Financial Impacts

Funds are available in the FY 2015-16 Facilities Management operating budget.

Cost	Fund-Department-Account
\$92,130	1000-13450-550800, Facilities Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INTERIOR SOLUTIONS OF ARIZONA LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Interior Solutions of Arizona, LLC, a Utah limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 1, 2013, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Furniture Products and Services Contract, Contract No. ADSP013-040686 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was February 1, 2013, until the date the contract expires on February 28, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond

February 28, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until February 28, 2016. The City Manager or designee, however, may renew the term of this Agreement for two one-year periods until the Cooperative Purchasing Agreement expires on February 28, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed ninety-two thousand, one hundred thirty dollars (\$92,130) annually or dollars (\$) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o
Dave Kohnert
Engineering Department
5850 West Glendale Avenue, Suite 315
Glendale, Arizona 85301
623-930-3630

and

Interior Solutions of Arizona, LLC
4645 South 35th Street
Phoenix, Arizona 85040
480-413-9626

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


“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Interior Solutions of Arizona, LLC,
a Utah limited liability company

By: _____
Richard A. Bowers
Acting City Manager

By:  _____
Name: Brent Kartchner
Title: CFO-Principal

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INTERIOR SOLUTIONS OF ARIZONA, LLC**

EXHIBIT A

State of Arizona Contract No. ADSP013-040686



Master Blanket Purchase Order ADSP013-040686

Header Information

Purchase Order Number:	ADSP013-040686	Release Number:	0	Short Description:	Furniture, Products and Services
Status:	3PS - Sent	Purchaser:	Missy Mudry, CPPB	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	02/01/2013 03:31:33 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	30	Print Dest Detail:	If Different	Release Type:	Direct Release
Catalog ID:		Contact Instructions:	Missy.Mudry@azdoa.gov or 602-542-9107	Pcard Enabled:	Yes
Master Blanket/Contract End Date (Maximum):	02/28/2018 05:00:00 PM	Tax Rate:		Actual Cost:	\$0.00

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Commodity Reference Id:

PO External Doc Type:

Agency Attachments: [Signed Offer A1 Admt No 2 Extension and Revised Admin Language.pdf](#) [A3 Interior Solutions.pdf](#) [A4 Current Discount Structure Solicitation As Amended Current Insurance](#)

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 000028757 - Interior Solutions of Arizona, LLC.
 Kayla Wilcox
 4645 S. 35th Street
 Phoenix, AZ 85040
 US
 Email: kwilcox@interiorsolutions.net
 Phone: (480)223-9235
 FAX: (480)413-9656

Payment Terms: Net 30

Shipping Method:

Shipping Terms: As Specified

Freight Terms:

PO Acknowledgements:

Website Document	Notifications	Acknowledged Date/Time
http://www.interiorsolutions.net/ Purchase Order	Emailed to Ireiners@interiorsolutions.net at 02/25/2013 03:24:38 PM	02/26/2013 09:38:28 AM
Change Order 1	Emailed to Ireiners@interiorsolutions.net at 09/30/2013 12:55:43 PM	10/28/2013 03:35:06 PM
Change Order 2	Emailed to statecontract@interiorsolutions.net at 12/19/2013 02:39:54 PM	12/19/2013 05:49:56 PM
Purchase Order	Emailed to statecontract@interiorsolutions.net at 03/07/2014 01:14:54 PM	03/07/2014 01:32:29 PM
Purchase Order	Emailed to statecontract@interiorsolutions.net at 05/08/2014 09:30:45 AM	05/12/2014 02:36:12 PM
Purchase Order	Emailed to statecontract@interiorsolutions.net at 05/13/2014 09:39:49 AM	05/14/2014 09:32:32 AM
Purchase Order	Emailed to awhitaker@interiorsolutions.net at 12/08/2014 03:19:00 PM	12/16/2014 04:19:07 PM
Purchase Order	Emailed to awallace@interiorsolutions.net at 04/13/2015 06:21:41 PM	04/20/2015 12:15:05 PM
Purchase Order	Emailed to kwilcox@interiorsolutions.net at 07/17/2015 02:18:58 PM	07/27/2015 11:05:04 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000028757	PZ000028757	Interior Solutions of Arizona, LLC.	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 03/01/2013 **Master Blanket/Contract End Date:** 02/28/2016

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$374,097.39	\$0.00

Item Information

Print Sequence # 1.1, Item # 1: Chairs / Seating - Task/Work, Executive, Guest/Side, Ergonomic, Folding, 3PS - Conference Room, Stackable, Training Room, Reception/Lounge, Stools, Sent Couches, Auditorium Seating, Theater Seating (stationary/portable), Other. Customer to verify and enter final pricing.

NIGP Code: 425-06
Chairs, Metal

Bid # / Bid Item #: ADSP013-00002001 / 1 Quote # / Quote Item #: 000015183-R1 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 2.0, Item # 2: Free Standing Furniture - Free Standing Desks, Tactics/Training, 3PS - Conference Room Tables, Small Office Tables, Side Tables, Dining Sent Tables, Credenzas, Organization Accessories, Reception, Laminate, Wood, Steel, Other. Customer to verify and enter final pricing.

NIGP Code: 425-20
Desks and Tables, Metal

Bid # / Bid Item #: ADSP013-00002001 / 2 Quote # / Quote Item #: 000015183-R1 / 2

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 3.0, Item # 3: Modular Furniture - Demountable Walls, Systems Furniture, Fabric 3PS - Panels, Organization Accessories, Lighting, Electrical connections and Sent Internal Wiring, Other. Customer to verify and enter final pricing.

NIGP Code: 425-54
Modular Panel Systems, (With Metal Connecting Mechanism)

Bid # / Bid Item #: ADSP013-00002001 / 3 Quote # / Quote Item #: 000015183-R1 / 3

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____

Building Code:
 Cost Code:
 Property Number:

Print Sequence # 4.0, Item # 4: Systems Furniture Solutions - Modular Furniture, Chairs, Caseworks, 3PS -
 Panels, Tools, Railings, Electrical connections, Other. Customer to verify and enter final pricing. Sent

NIGP Code: 425-54
 Modular Panel Systems, (With Metal Connecting Mechanism)

Bid # / Bid Item #: ADSP013-00002001 / 4 Quote # / Quote Item #: 000016183-R1 / 4

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 5.0, Item # 5: Storage / Caseworks - Steel Caseworks, Wood Caseworks, File Cabinets, 3PS -
 Shelves (freestanding/wall mounted), Cabinets, Book Case, Office Storage, Other. Customer to verify and enter final pricing. Sent

NIGP Code: 425-89
 Storage Cabinets, Metal

Bid # / Bid Item #: ADSP013-00002001 / 5 Quote # / Quote Item #: 000016183-R1 / 5

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

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Exit

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INTERIOR SOLUTIONS OF ARIZONA, LLC**

EXHIBIT B
Award and Rate Sheet



Offer and Acceptance

SOLICITATION NO.: ADSP013-00002001

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3

DESCRIPTION: Furniture Products and Services

OF
12

State of Arizona
State Procurement Office
100 N. 15th Ave., Suite 201
Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

07-507584

Federal Employer Identification No.:

94-3300781

E-mail: g.gawwin@interiorsolutions.net

Phone: 602-740-4063

Fax: _____

INTERIOR SOLUTIONS

Company Name

4645 S. 35TH STREET

Address

PHOENIX

City

AZ

State

85040

Zip

Gary Gawwin

Signature of Person Authorized to Sign Offer

GARY GAWWIN

Printed Name

V.P. SALES

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-10 or A.R.S. §§ 41-1401 through 1495.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the representations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS / IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-303, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP013-040686

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

1st day of February 2013

Procurement Officer

[Signature]



SOLICITATION AS AMENDED

Solicitation No.: ADSP013-00002001

PAGE
1

Description: Furniture Products and Services

OF
27

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

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Scope of Work

Solicitation No.: ADSP013-00002001

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2

Description: Furniture Products and Services

OF
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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

1. Introduction:

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

2. Background:

The State desires to establish a Contract or Contract Set to supply, install, reconfigure, design and service furniture within the following categories: Chairs/Seating, Free Standing Furniture, Modular Furniture, Systems Furniture Solutions, Storage/Casegoods, Classroom/Special School Furniture and Beds. Service requirements shall also include warranty, repairs and relocations. The State intends to consider value-added-reseller, distributor, as well as manufacturer-direct proposals. Based on historical data and anticipated volumes, the estimated spend under the resultant contract is anticipated between \$10 million and \$15 million annually. However no guarantee of the actual quantities is implied or expressed by this solicitation. Requirements shall be based on actual need. Contracts resulting from this solicitation will be used by multiple eligible agencies with delivery locations throughout the State.

3. Scope of Products and Services:

The Successful Contractor(s) shall provide a broad range of Furniture Products and Services as well as all necessary account and delivery services. The Furniture Products and Services under this contract include the actual manufacturer's product and all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, design and configuration of the manufacturer's product. Offerors shall make available a complete family or line of business of a manufacturer's products at a "percent discount off list price."

3.1 Product Requirements;

Furniture offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related parts and accessories:

Category	Description
Chairs/Seating	Task/Work, Executive, Guest/Side, Ergonomic, Folding, Conference Room, Stackable, Training Room, Reception/Lounge, Stools, Couches, Auditorium Seating, Theater Seating (stationary/portable), Other
Free Standing Furniture	Free Standing Desks, Tactics/Training, Conference Room Tables, Small Office Tables, Side Tables, Dining Tables, Credenzas, Organization Accessories, Reception, Laminate, Wood, Steel, Other
Modular Furniture	Demountable Walls, Systems Furniture, Fabric Panels, Organization Accessories, Lighting, Electrical connections and Internal Wiring, Other
Systems Furniture Solutions	Modular Furniture, Chairs, Casegoods, Panels, Tools, Railings, Electrical connections, Other
Storage/Casegoods	Steel Casegoods, Wood Casegoods, File Cabinets, Shelves (freestanding/wall mounted), Cabinets, Book Case, Office Storage, Other
Classroom/Special School Furniture	Desks, Chairs, Tables, Cafeteria, Library, Early Education, Auditorium, Dorm, Locker Room Furniture, Other
Beds	Mattresses, Frames, Other

3.1.1 The State desires the following product standards:

3.1.1.1 Meet or exceed applicable American National Standards Institute (ANSI) standards,



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- 3.1.1.2 Meet or exceed The Business and Institutional Furniture Manufacturer's Association (BIFMA) standards, and
- 3.1.1.3 Support Leadership in Energy and Environmental Design (LEED) construction when applicable.

3.1.2 Items specifically **NOT** included within this solicitation:

- 3.1.2.1 Rented or leased products;
- 3.1.2.2 Sheets, blankets or other linen;
- 3.1.2.3 Paintings, pictures, false plants/trees or other décor not related to functional furniture;
- 3.1.2.4 Appliances and electronic equipment except for modular furniture connections and internal wiring approved by the State;
- 3.1.2.5 Lighting except for modular furniture lighting;
- 3.1.2.6 Flooring including raised flooring;
- 3.1.2.7 Electrical connection between panel systems and building power supply;
- 3.1.2.8 Lab furniture; and
- 3.1.2.9 Window coverings: blinds, drapes, etc.

3.2 Service Requirements;

Below are the applicable services that shall be provided in direct correlation with the categories identified in Scope of Work 3.1 that are being provided by Contractor:

3.2.1 Design:

- 3.2.1.1 The Customer shall have the option to determine whether design service will be performed by the Contractor, or in-house. If necessary design service is performed by agency's in-house staff, the Contractor shall be paid only for installation drawing(s), if applicable. Design fees for installation drawing(s) shall be priced at the same hourly design rate whether a new installation or an existing installation (reconfiguration type project). It is the Contractor's responsibility to verify the field measuring data and make revisions to the preliminary designs provided by the using agency's in-house staff, on which the installation drawing(s) will be based.
- 3.2.1.2 For the purpose of reconfiguration type projects, an hourly rate shall be applied for the payment of design services. The design fee shall include only actual time spent in re-designing of the workstation(s), time spent doing the CAD drawing(s) and any changes (one change in drawings included) made to the drawing(s) by the Customer's authorized personnel. A complete breakdown of the design fee charges shall be included with the invoice submitted to the requesting Customer. Failure to submit a detailed invoice for payment shall authorize the Customer to withhold payment until clarification is made.
- 3.2.1.3 The following procedure shall be followed when completing design services within the scope of work of a resultant contract for any requesting Customer:
 - 3.2.1.3.1 Customer's authorized personnel shall contact the Contractor with the request to design, supply and install the furniture systems;



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3.2.1.3.2 Contractor shall respond to the initial call within forty-eight (48) hours with setting up a planning meeting with the requesting Customer and shall provide free consultation regarding the project;

3.2.1.3.3 Based on date provided by the Customer, Contractor shall compile a tentative work schedule for the completion of the job that shall include an estimated budget, delivery time and total process time for the project;

3.2.1.3.4 Requesting Customer shall then revise, make corrections if applicable, and approve the tentative work schedule. Once approved, Customer will issue a valid purchase order so that Contractor can start design work.

3.2.2 Installation Services: Contractor shall perform all installations as requested by the Customer. **Installation services shall include the following:**

3.2.2.1 All receiving, uncrating, inspection, assembly and installation of all furniture and components and the removal of packing and other wastes from the site;

3.2.2.2 Work shall be performed and completed in accordance with a work schedule developed and coordinated with the using agency;

3.2.2.3 All necessary fasteners, fittings, hardware, anchors, or other necessary miscellaneous items, except tools, to successfully install the furniture shall be provided by the Contractor at no additional cost to the Customer;

3.2.2.4 The Contractor shall supervise, direct the work, and be solely responsible for all construction requirements, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract;

3.2.2.5 The Contractor shall employ a full-time competent supervisor and necessary foremen and assistants, who shall be in attendance on the project site during the entire installation period;

3.2.2.6 House Keeping:

3.2.2.6.1 The Contractor shall keep the job site free from accumulation of refuse, scrap materials and debris at all times. The site shall present a neat and orderly appearance. All materials shall be removed from the site on a daily basis, including loading, cartage, hauling and dumping. State dumpsters are not to be used for disposal of those materials. This will be at the Contractor's expense. Final clearing and cleanup shall be done promptly and properly. If not, the State shall have the right to employ others and charge the cost to the Contractor, after first giving a three (3) working day notice of such intent. Final payment shall be withheld, until the work area is determined acceptable by the State,

3.2.2.6.2 Office areas are to be returned to the original state as before the installation took place, and

3.2.2.6.3 The Contractor shall take precautions during the installation of any product not to damage the premises or the property of the ordering agency. If damages do occur as a result of operations under this contract, the Contractor is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contractor shall make restitution, as agreed up on by all parties.



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3.2.2.7 The Contractor shall be responsible for assuring that all punch list items be corrected within fourteen (14) days after completion of installation.

3.2.2.8 *Modular Furniture Installations* specifically:

3.2.2.8.1 The Contractor shall be responsible for ensuring all panels and pieces are joined correctly and assembled properly according to design specifications. If the Contractor provided design specifications for a workspace that does not meet actual furniture placement or specifications, the Contractor shall correct such differences to the Customer's satisfaction. Examples of discrepancies include but are not limited to gaps, furniture misalignment, and non-level furniture both vertical and horizontal. The Contractor is responsible for ensuring design dimensions match the installation area dimensions to ensure proper fit.

3.2.3 Disassembly, Relocation, and Reconfiguration Services:

3.2.3.1 Contractor shall include one (1) hourly rate for disassembly, moving, and reconfiguration services in connection with systems and free standing furniture installations that are not part of the initial purchase and installation. This rate will serve as the basis for the actual cost estimate to be submitted when a specific requirement is requested by a using agency.

3.2.3.2 In the case of reconfiguration projects only the actual working time (in hours) necessary to complete the job shall be invoiced to the Customer.

3.2.4 Repair:

Contractor shall include an hourly rate for repair services on existing furniture no older than ten (10) years. If a component is broken on a piece of existing (purchased from a previous contract) furniture this service will allow a Contractor to repair said component for requesting Customer.

3.3 **Minimum Requirements;**

Along with a quality product, we are looking for Contractors with demonstrated professional integrity, a longstanding reputation in the furniture industry and specific abilities to supply, install and service furniture to the State. In forming a long-term relationship with the Successful Contractor(s), some of the qualities we expect include:

3.3.1 Experience: Contractor with a minimum of ten (10) years' experience reselling, distributing and or installing office furniture, demonstrating longstanding relationship with manufacturers.

3.3.2 Customer Service: The Contractor(s) shall provide a single, local point of contact (and a backup) to handle questions or problems that may arise throughout the life of a resultant contract. At least one Customer Service Representative must be available during Contractor's operating hours.

3.3.3 Dealer Authorization:

3.3.3.1 Contractors are required to submit Dealer Authorization documentation for each product line included in their offer. The authorization letters shall be addressed to the State of Arizona State Procurement Office, attention Charlotte Righetti, CPPB, Sr. Procurement Specialist referencing Solicitation No. ADSP013-00002001. The letters shall state that the dealer will allow said Contractor to distribute their product line for an awarded contract.

3.3.3.2 Manufacturer's who elect to submit a direct offer are required to submit a list of authorized dealers, resellers or distributors whom they will utilize throughout the life of a resultant contract. If the Manufacturer does not have authorized dealers, resellers or distributors and will provide all products and services direct, this shall be noted within offer.



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- 3.3.4 Electronic Catalog: The successful Contractor(s) may be required to submit their items list in an electronic format designated by the State.
- 3.3.5 General: All furniture, panels and components shall be of a design material and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearance, and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.
- 3.3.6 Delivery:
- 3.3.6.1 Delivery is defined as transportation of the products from the local distribution site to the Customers site. Delivery shall be made by drop shipment or delivery with installation,
- 3.3.6.2 Contractor(s) shall be able to deliver products and services to all State Agencies and Purchasing Cooperative Members throughout the entire State of Arizona. A timetable for delivery shall be provided by the Contractor at time of quote;
- 3.3.6.3 Delivery shall be made within 30 days of receipt of a contract release order/purchase order on items in stock. For specialty order items or items not considered normal stock, extended delivery dates may be allowed. In such cases, the extended delivery date shall be provided at the time of quote;
- 3.3.6.4 Emergency or rush delivery requests by the Ordering Agency that require special shipping and handling charges may be at the Ordering Agency's expense, but only with prior written approval from the Ordering Agency. Approved emergency or rush delivery shipping charges shall be added to an invoice as a separate line item.
- 3.3.6.4.1 In the event an emergency or rush delivery is required as the result of an error on the Contractor's part all shipping and handling charges shall be the responsibility of the Contractor.
- 3.3.7 Warranty: The Contractor must warrant the furniture products and materials (excluding fabric) offered under this contract, as follows:
- 3.3.7.1 Systems Solutions & Modular Furniture – Minimum of seven (7) years;
- 3.3.7.2 Seating – Minimum of seven (7) years;
- 3.3.7.3 Free Standing Furniture – Minimum of seven (7) years;
- 3.3.7.4 Storage and Case Goods – Minimum of seven (7) years;
- 3.3.7.5 Classroom / Special School Furniture – Minimum of seven (7) years;
- 3.3.7.6 Beds – Minimum of seven (7) years.

Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.

Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure

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sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

4. Pricing Requirements:

The Offeror shall bid on equipment and services that would correlate with both new and previously purchased equipment (including but not limited to design, installation, etc.).

4.1 Products;

Offeror shall make available a complete family or line of business of a manufacturer's products at a fixed discount off list price. Discounts shall be offered in whole numbers. Proposed manufacturers shall provide equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. Proposed discounts shall be submitted using Attachment II "**Discount Schedule**".

4.2 Services;

Offeror shall provide services, as described herein, at an hourly rate. Pricing shall be submitted using the ProcureAZ 'Items' tab.



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1. CONTRACT

The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended and the proposal submitted by the Contractor. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's bid. In all other matters not affected by the written clarification, if any, the solicitation shall govern. Only the Procurement Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

2. TERM OF CONTRACT

The contract shall begin upon the date of Contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.

3. CONTRACT EXTENSIONS FIVE (5) YEAR MAXIMUM

The Contract term is for the stated period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

4. CONTRACT TYPE (AS NEEDED)

The contract shall be on an as needed, if needed basis.

- Fixed Price
- Cost Reimbursement

5. NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

6. ELIGIBLE AGENCIES (Statewide)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

7. ESTIMATED QUANTITIES (CONSIDERABLE)

The state 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.

8. LICENSES

The 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.



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9. CURRENT PRODUCTS

All equipment, accessories and attachments provided under this contract shall be: new, not remanufactured or refurbished; in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying Customer) environment; and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Components used in the equipment shall be only those specified in the manufacturer equipment manual.

10. OBSOLESCENCE

The Contractor must certify that the items offered, are functionally similar items, which will interface with the system, and will remain available for a minimum period of five (5) years.

11. QUALITY ASSURANCE GUARANTEES / DEFECTIVE PRODUCTS

The Contractor is to guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the warranty provided in a resultant contract. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the Contractor. The Contractor is to agree to repair and/or immediately replace, without charge, to the Customer any product or part thereof which proves to be defective or fails within the warranty period as specified. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall also be paid by the Contractor.

The State has thirty (30) days to notify Contractor, in writing, of a defective product. All replacement products must be received by the State within ten (10) days of initial written notification unless otherwise agreed to by the Customer.

12. WARRANTY

Contractor shall warrant the furniture products and materials (excluding fabric) offered under this contract for no less than seven (7) years, as stated in the Scope of Work, after delivery and acceptance of the equipment by the using agency, and provide no-cost protection to the State for corrections or replacement as needed for defects in manufacturing, assembly, and parts. If the Contractor is required to correct or replace, it shall be at no cost to the State and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs incurred or obtain an equitable adjustment in the contract price. The State shall be furnished, an invoice for all work performed under warranty indicating type of work performed and parts replaced. The Contractor agrees that the materials and equipment furnished under this contract shall be covered by the most favorable commercial warranties, the Contractor gives any Customer, for such supplies or services; and that the rights and remedies provided therein are in addition to and do not limit those available to the State by any other term of this Contract.

13. ORDERING PROCESS

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Any commodities to be furnished under this contract shall be ordered by issuance of purchase orders by the Agency. Such orders may be issued from effective date of contract award. All purchase orders are subject to the terms and conditions of this contract. In the event of conflict between a purchase order and this contract, the contract shall control. All purchase orders shall cite this contact number.

14. DELIVERY



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Delivery costs shall be charged as a separate line item and not included in unit cost of goods. Delivery costs shall be the actual delivery costs at the lowest and best rate and based upon the actual weight of the goods to be delivered. The State reserves the right to utilize other delivery carriers. Unless otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

15. ACCEPTANCE

Determination of the acceptability of services and or product shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance for services or product will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%), which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

16. RETURNS

Any materials delivered in poor condition, in excess of the amount authorized by the Purchase Order, or not included on the Purchase Order may, at the discretion of the contract user, be returned to the Contractor's warehouse at the Contractor's expense within 30 days. Return Authorizations must be credited immediately once the Contractor receives the returned goods. The Contractor shall not be responsible for incorrect product being ordered by an Agency without the guidance of the Contractor and can only be returned at the discretion of the Contractor.

17. AUTHORIZATION FOR PRODUCTS AND SERVICES

Authorization for purchase of products and services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The State shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless a) the Purchase Order is changed or modified with an official Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

18. CANCELLATION OF ORDER

Orders can only be cancelled if production has not been started by the manufacturer or if the mutually agreed delivery time cannot be met by the Contractor.

19. BILLING

All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the 'bill to address' and shall include, at a minimum, both the contract number and contract release/purchase order number, delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable.

20. ADDITIONAL CHARGES

Any charges not delineated in this contract, including but not limited to restocking fees and charging for a quote, may not be added to materials purchased under this contract without written consent of the State of Arizona Procurement Office and Customer agency.

21. PAYMENT PROCEDURES



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The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

22. PRICE

22.1 INCREASE

The State may review a fully documented request for a price increase only at the time of contract extension. All written requests for price adjustments made by the Contractor shall be submitted 60 to 90 days prior to the anniversary or contract renewal date. All price adjustments will be implemented by a formal contract amendment. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

The manufacturers published price lists are subject to change at any time; however; price escalations are only permitted at the end of each contract term period effective annually at the time of renewal, and only where verified to the satisfaction of the State. Contract release order/purchase orders placed before a price increase is authorized shall be delivered at the purchase order price. However, if the price should decrease between receipt of the order, and shipment of the order, the Contractor shall invoice at the new lowest discounted price. The percentage discount shall remain the same throughout the term of the contract, to include all renewals, and shall apply to any new product, which may be introduced and added to the manufacturer's product line. Purchasing agencies shall apply the firm fixed discount to the manufacturer's approved published price list in effect that has been incorporated as part of the Contract by the Purchasing Officer, at the time the order is placed.

22.2 REDUCTION

Price reductions may be submitted in writing to the state for consideration at any time during the contract period. The Contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other Customers. The State at its own discretion may accept a price reduction. Reductions are not allowable for 'spot purchases', they are effective until further notification or request for increase is granted by the State. Any price reductions shall only be accepted via a bilateral contract amendment.

23. VOLUME DISCOUNTS

The Contractor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract. Approval of volume discounts shall be in the form of a bilateral contract amendment.

24. PRODUCT DISCONTINUANCE / REPLACEMENT PRODUCTS

The State may award contracts for particular products, models and/or product lines of parts as a result of this solicitation. In the event that the manufacturer discontinues a product, model or product line, the State at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. This will be approved via a



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bilateral contract amendment. The Contractor shall request permission to substitute a new product, model or product line and provide the following:

- 24.1 A formal announcement from the manufacturer that the product, model or product line has been discontinued.
- 24.2 Documentation from the manufacturer that names the replacement product, model or product line.
- 24.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
- 24.4 Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
- 24.5 Final approval of replacement products shall be in the form of a bilateral contract amendment.

25. ADMINISTRATIVE FEE

Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the Customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee.

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some Customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the Contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

26. VOLUME SALES REPORT

The Contractor shall furnish the State an annual report delineating the acquisition activity under the contract. The format of the report shall be approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, by individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually to the Contracting Officer, Charlotte Righetti, CPPB, no later than July 31st.

27. CONTRABAND

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

1. DEFINITION – A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)



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2. PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505

- A person, not otherwise authorized by law, commits promoting prison contraband:
 - By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - By knowingly conveying contraband to any person confined in a correctional facility; or
 - By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
- Promoting prison contraband is a Class 5 felony.

28. SECURITY

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under this contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

29. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

30. INFORMATION DISCLOSURE

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall 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 State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

31. CONTRACTOR PERFORMANCE REPORTS

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

32. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will



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comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

35. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

36. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**



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Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

- Each Accident \$ 500,000
- Disease – Each Employee \$ 500,000
- Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.



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b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **Charlotte Righetti, CPPB at 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the



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contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



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UNIFORM TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Days" means calendar days unless otherwise specified.
- 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "Services" means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2 Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.



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2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement



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Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers or any employee thereof to ensure compliance. Should the State determine that the contractor and or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including but not limited to; suspension of work, termination of the contract for default and suspension and or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.
- 3.11 Scrutinized Businesses. In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4 Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.



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- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
 - 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1 Accept a decrease in price offered by the, contractor
 - 4.5.2 Cancel the Contract
 - 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability



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6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific



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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 when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 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.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



Uniform Terms and Conditions

Solicitation No.: ADSPO13-00002001

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Description: Furniture Products and Services

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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

8 State's Contractual Remedies

- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.



Uniform Terms and Conditions

Solicitation No.: ADSP013-00002001

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Description: Furniture Products and Services

OF
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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007.



Appendix A

Solicitation No.: ADSPO13-00002001

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Description: Furniture Products and Services

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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

APPENDIX A – ADOA BUILDING LOCATIONS AND RULES

Listed below please find buildings owned and managed by Arizona Department of Administration (ADOA). Any work done in these buildings **MUST** be requested and approved through the Building and Planning Services Section or the Constructions Services Section of the General Services Division. **This requirement is in accordance with A.R.S. § 41-791.**

Should Contractors provide any work under this contract without having first received approval through ADOA Building and Planning Services Section or Constructions Services Section, the contract may be terminated immediately.

Building Address	City	Responsible Entity	Phone Contact
100 N 15th Ave	Phoenix	Lincoln Properties	602-254-5790
100 N 15th Ave	Phoenix	Lincoln Properties	602-254-5790
1010 W Washington St	Phoenix	Lincoln Properties	602-254-5790
1100 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
1101 W Washington St	Phoenix	Legislative Council	602-926-4236
1110 W Washington St	Phoenix	Lincoln Properties	602-254-5790
1200 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
1275 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
1300 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
14 N 18th Ave	Phoenix	ADOA - General Services Division	602-542-1968
1400 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
15 S 15th Ave	Phoenix	ADOA - General Services Division	602-542-1968
15 S 15th Ave	Phoenix	ADOA - General Services Division	602-542-1968
150 N 18th Ave	Phoenix	CBRE	602 258 1714
1501 W Washington St	Phoenix	Supreme Court	602-452-3330
1502 W Washington St	Phoenix	ADOA - General Services Division	602-542-1968
151 N 18th Ave	Phoenix	CBRE	602 258 1714
1510 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1520 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1522 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1535 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1535 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1537 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1600 W Monroe St	Phoenix	ADOA - General Services Division	602-542-1968
1600 W Monroe St	Phoenix	ADOA - General Services Division	602-542-1968
1601 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1616 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1624 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1645 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1688 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968



Appendix A

Solicitation No.: ADSPO13-00002001

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Description: Furniture Products and Services

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Phoenix, AZ 85007


1700 W Washington (Capitol Archive 1919 Addition)	Phoenix	Legislative Council	602-926-4236
1700 W Washington (Capitol Justice 1938 Addition)	Phoenix	Legislative Council	602-926-4236
1700 W Washington St (Executive Tower)	Phoenix	ADOA - General Services Division	602-542-1968
1700 W Washington St (Executive Tower)	Phoenix	ADOA - General Services Division	602-542-1968
1700 W Washington St (House)	Phoenix	House of Representatives	602-926-5582
1700 W Washington St (Museum)	Phoenix	Legislative Council	602-926-4236
1700 W Washington St (Senate)	Phoenix	State Senate	602-926-5969
1716 W Adams St	Phoenix	JLBC Staff	602-926-5491
1740 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1789 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1789 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1801 W Madison St	Phoenix	ADOA - General Services Division	602-542-1968
1802 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1805 W Madison St	Phoenix	ADOA - General Services Division	602-542-1968
1818 W Adams St	Phoenix	ADOA - General Services Division	602-542-1968
1831 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1840 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1850 W Jackson St	Phoenix	ADOA - General Services Division	602-542-1968
1901 W Madison	Phoenix	ADOA - General Services Division	602-542-1968
1919 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1937 W Jefferson St	Phoenix	ADOA - General Services Division	602-542-1968
1937 W Jefferson St Wayland D	Phoenix	ADOA - General Services Division	602-542-1968
1937 W Jefferson St Wayland E	Phoenix	ADOA - General Services Division	602-542-1968
2422 W Holly St	Phoenix	ADOA - General Services Division	602-542-1968
250 N 17th Ave	Phoenix	ADOA - General Services Division	602-542-1968
2910 N 44th St	Phoenix	ADOA - General Services Division	602-542-1968
2910 N 44th St	Phoenix	ADOA - General Services Division	602-542-1968
400 W Congress St	Tucson	ADOA - General Services Division	602-542-1968
400 W Congress St	Tucson	ADOA - General Services Division	602-542-1968
402 W Congress St	Tucson	ADOA - General Services Division	602-542-1968
416 W Congress St	Tucson	ADOA - General Services Division	602-542-1968
417 W Roosevelt St	Phoenix	ADOA - General Services Division	602-542-1968
519 E Beale St	Kingman	ADOA - General Services Division	602-542-1968
701 E Jefferson	Phoenix	AHCCCS	602-417-4762
801 E Jefferson	Phoenix	AHCCCS	602-417-4762
9535 E Doubletree Ranch Rd	Scottsdale	ADOA - General Services Division	602-542-1968
9545 E Doubletree Ranch Rd	Scottsdale	ADOA - General Services Division	602-542-1968

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INTERIOR SOLUTIONS OF ARIZONA, LLC**

**EXHIBIT C
Scope of Work**

PROJECT

Supply and install Spacesaver Mechanical Assist System - 10 mobile carriages and 2 stationary rows of shelving.

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 th Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSP013-040866		PAGE 1 OF 2
	Amendment No.: Four (4)		
CONTRACTOR: Interior Solutions of Arizona, LLC. 4845 S. 35th Street Phoenix, AZ 85040 CONTACT: Alan Whitaker PHONE: (480)223-9210 EMAIL: statecontract@interiorsolutions.net		STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 201 Phoenix, AZ 85007 CONTACT: Missy Mudry PHONE: (602) 542-9107 EMAIL: Missy.Mudry@azdoa.gov	

Furniture, Products and Services

Pursuant to Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3, Contract Extensions, this contract shall be extended for a one year period through February 23, 2016.
2. Remove Special Terms and Condition, Section 25, Administration Fee in its entirety and replace with the following language:

25. ADMINISTRATIVE FEE / USAGE REPORTS

25.1 Method of Assessment. At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

25.2 Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

25.2.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September	Due October 31
FY Q2, October through December	Due January 31
FY Q3, January through March	Due by April 30
FY Q4, April through June	Due by July 31

18.2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

18.2.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:

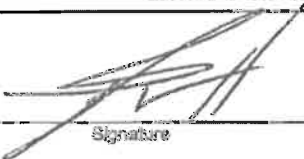

Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007

25.3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

25.4 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

3. Line item added in ProcureAZ for Delivery, as related to the Scope of Work, under Section 3.3.5 Delivery, which is evidenced within ProcureAZ with the additional line item #16.

4. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
 Signature	 Signature
11/12/14 Date	12/4/14 Date
<u>Peter Mott</u> <u>Az. Sales Manager</u> Printed/Typed Name and Title	<u>Missy Mudry</u> <u>Sr. Procurement Officer</u> Printed/Typed Name and Title



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSP013-040686
Furniture, Products and Services

PAGE
1

AMENDMENT NO.: Three (3)

OF
1

CONTRACTOR:
Interior Solutions of Arizona, LLC
4645 South 35th Street
Phoenix, AZ 85040

CONTACT: Alan Whitaker
PHONE: (480) 413-9626
EMAIL: statecontract@interiorsolutions.net

STATE AGENCY:
AZ Department of Administration (ADOA)
State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Missy Mudry
PHONE: (602) 542-9107
EMAIL: Missy.Mudry@azdoa.gov

Furniture, Products and Services

1. Pursuant to Special Terms and Conditions, Paragraph 24, the above referenced Contract shall now include Humanscale within each category of the contract except for Category 4, Modular Furniture, and Category 7, Beds. The discounts are reflective in the price list titled Contract Discounts as of May 2014.
2. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

SIGNATURE

DATE

May 7, 2014

PRINTED/TYPED NAME AND TITLE

SIGNATURE

DATE

Missy Mudry
Senior Procurement Officer



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE

CONTRACT NO.: ADSPO15-040686
Furniture, Products and Services

PAGE
1

100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

AMENDMENT NO.: Two (2)

OF
2

CONTRACTOR:
Interior Solutions of Arizona, LLC
4645 South 35th Street
Phoenix, AZ 85040

STATE AGENCY:
AZ Department of Administration (ADOA)
State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Les Reiners
PHONE: (480) 413-9626

CONTACT: Charlotte Righetti, CPPB
PHONE: (602) 542-9127

EMAIL: lreiners@interiorsolutions.net

EMAIL: charlotte.righetti@azdoa.gov

Furniture, Products and Services

Pursuant to Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3, Contract Extensions, this contract shall be extended through February 28, 2015.
2. Remove Special Terms and Condition, Section 25, Administration Fee in its entirety and replace with the following language:

25. ADMINISTRATIVE FEE/USAGE

- 1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative -- including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.
- 2 At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.
- 3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 4 Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.
- 5 The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSP013-040686
Furniture, Products and Services

PAGE
2

AMENDMENT NO.: Two (2)


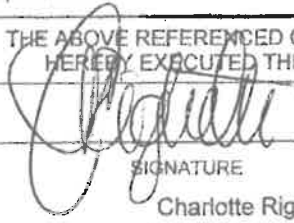
OF
2


Arizona Department of Administration
State Procurement Office
Attention: Statewide Contract Administrative Fee
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

- 6 The submission schedule for Administrative Fees and Usage reports shall be as follows:
- | | |
|---------------------------------|-----------------|
| FY Q1, July through September | Due October 31 |
| FY Q2, October through December | Due January 31 |
| FY Q3, January through March | Due by April 30 |
| FY Q4, April through June | Due by July 31 |
- 7 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

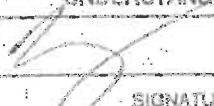
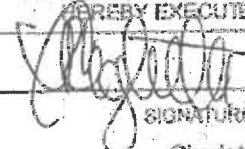
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.		THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.	
	12-13-13		12/19/13
SIGNATURE	DATE	SIGNATURE	DATE
PRINTED/TYPED NAME AND TITLE		Charlotte Righetti, CPPB, Senior Procurement Officer	

	Contract Amendment		AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE. 201 Phoenix, AZ 85007
	CONTRACT NO.: ADSPO13-040686 Furniture, Products and Services	PAGE 1	
	AMENDMENT NO.: One (1)	OF 1	

CONTRACTOR: Interior Solutions of Arizona, LLC 4845 South 35 TH Street Phoenix, AZ 85040 CONTACT: Lee Reiners PHONE: (480) 413-8625 EMAIL: lrainers@intersolutions.net	STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 TH Ave., Ste.201 Phoenix, AZ 85007 CONTACT: Charlotte Righetti, CPPB PHONE: (602) 542-9127 EMAIL: charlotte.righetti@azdoa.gov
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Furniture, Products and Services

1. Pursuant to Special Terms and Conditions, Paragraph 24, the above referenced Contract shall now include Alsteel within each category of the contract except for Beds. The discounts are reflective in the price list titled Contract Discounts as of 092713.
2. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.			
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.		THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.	
			
130 SEP 13,		9/20/13	
SIGNATURE DATE		SIGNATURE DATE	
MATT GARWIN SALES REPRESENTATIVE + CONTRACT ADMINISTRATOR		Charlotte Righetti, CPPB, Senior Procurement Officer	
PRINTED/TYPED NAME AND TITLE			

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INTERIOR SOLUTIONS OF ARIZONA, LLC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the State of Arizona Contract No. ADSP013-040686.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$92,130 annually or \$92,130 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Per Quote 28788 (attached)

Interior Solutions of Arizona, LLC
 4645 S. 35th Street
 Phoenix, AZ 85040
 Phone: (480) 413-9626
 Fax: (480) 413-9656
 http://www.interiorsolutions.net



Quote #: 28788

Quote Date: 9/11/2015
 Project #: 103262

Expires: 10/9/2015

STATE OF ARIZONA CONTRACT# ADSP013-040686

Bill To

City of Glendale
 Glendale City Courts
 5711 W Glendale Ave
 Glendale, AZ 85301

Ship To

Interior Solutions of Arizona, LLC
 Arizona Furniture
 4645 S. 35th Street
 Phoenix, AZ 85040
 PHONE: (480) 413-9626
 FAX: (480) 413-9656

Install To

City of Glendale
 Glendale City Courts
 5711 W Glendale Ave
 Glendale, AZ 85301

Sub basement

SALESPERSON	QUOTE NAME	PAYMENT TERMS
Mallory White	BASEMENT RECORDS - MOBILE SYSTEM	Net 30

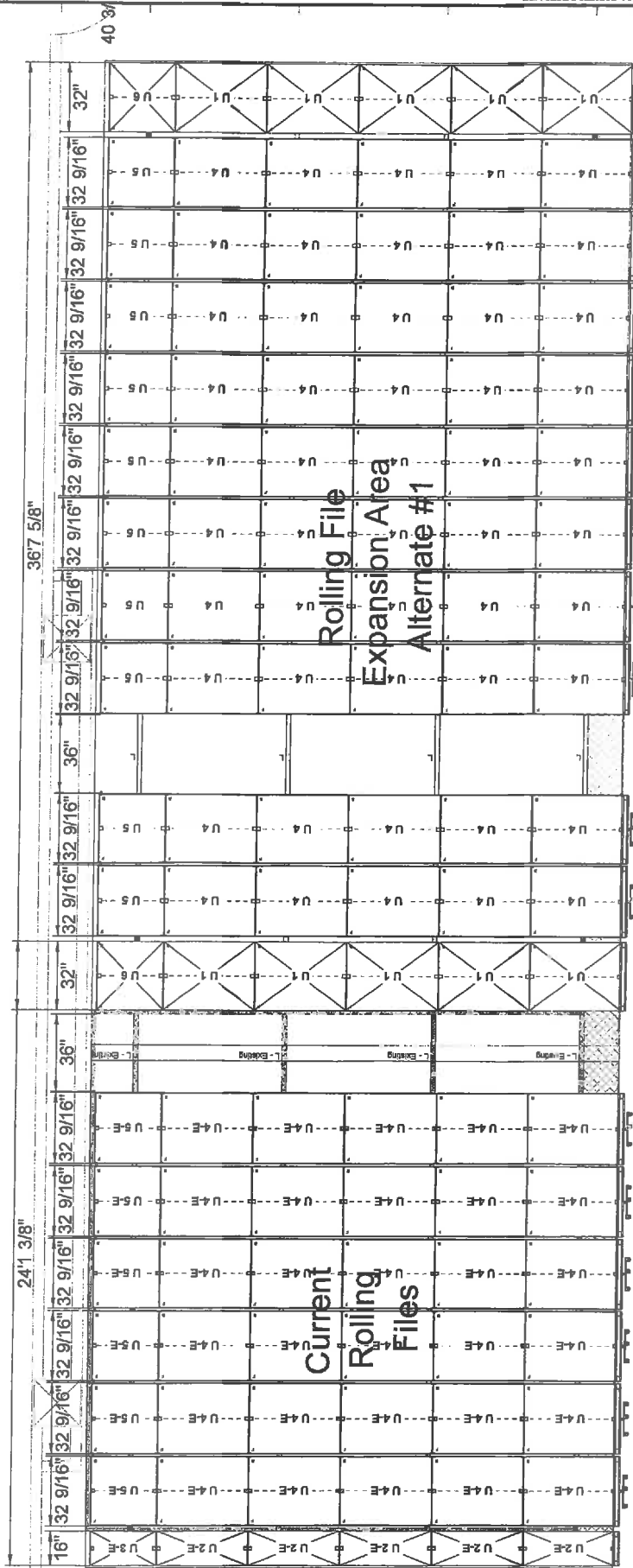
BASEMENT RECORDS - MOBILE SYSTEM - ALTERNATE# 1

LINE	PART #	DESCRIPTION	QTY	UOM	LIST EA	DISC %	UNIT PRICE	TOTAL
1	LOT	Spacesaver Mechanical Assist System - 10 Mobile Carriages and 2 Stationary Rows of Shelving. Elevations to match existing	1.0	EA	\$126,628.70	50.00	\$63,314.35	\$63,314.35
2	DELIVERY	DELIVERY	1.0	EA	\$7,050.00	0.00	\$7,050.00	\$7,050.00
3	INSTALL	Installation of Spacesaver System during normal business hours.	318.0	EA	\$37.00	0.00	\$37.00	\$11,766.00

Grand Total	TOTAL LIST	\$145,444.70
	DISCOUNT	43.53 %
	SUBTOTAL	\$82,130.35
	TAX	\$5,255.09
	TOTAL	\$87,385.44

Authorized Signature

Accepted Date



Project Name: City of Glendale

Salesperson:

Scale
1/4" = 1'

Rev/level:

Project #:
84775

Drawn by:

Date Printed:
05/01/2015

APPROVAL
This drawing Approved By

Dated:



Legislation Description

File #: 15-714, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE AGREEMENT FOR STREETLIGHT MAINTENANCE SERVICES WITH FLUORESCO LIGHTING-SIGN MAINTENANCE CORPORATION

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This a request for City Council to authorize the Acting City Manager to enter into Amendment No. 3 to the Agreement for Streetlight Maintenance Services with Fluoresco Lighting-Sign Maintenance Corporation (Fluoresco), in an amount not to exceed \$316,851. This request also authorizes the City Manager, at the City Manager's discretion, to renew the agreement for an additional year, in an amount not to exceed \$633,702 over the two-year period.

Background

In September 2012, the City entered into an agreement with Fluoresco for the repair and maintenance of city streetlights, per Invitation for Bid 12-41. The agreement was for a one year term with the option to renew annually for up to four additional years. During the renewal process, it was determined that the original Council approval did not contain language expressly authorizing annual renewals by the City Manager. The agreement has been continued through a month-to-month extension pending Council approval of the City Manager's discretion to renew this contract for an additional year. The current term of this agreement expired in September 2015, and there is one renewal term remaining.

This agreement provides for the repair and/or replacement of streetlight lamps, wiring, monitoring photocells, capacitors, ballasts, starters, and poles as well as similar repairs at city parks and parking lots.

Analysis

Fluoresco Lighting and Signs has been performing streetlight repair services for the city over the past three years through the September 25, 2012 Council-approved contract. Streetlight malfunctions have remained consistently less than 1% during this time. The terms of the contract allow for a multi-year renewable agreement. Staff recommends renewing this agreement with Fluoresco for the repair of streetlights and lights at parks and parking lots.

Previous Related Council Action

On September 25, 2012, City Council approved an Agreement for Streetlight Maintenance Services in an amount not to exceed \$316,851 annually.

Community Benefit/Public Involvement

Residents take great interest in the performance of neighborhood streetlights. Street lighting is critical to traffic and pedestrian safety and neighborhood visibility. Continued maintenance and repair of city streetlights will meet residents' expectations and provide for a safe transportation environment for travelers and visibility for neighborhood residents. Timely maintenance of lights in parks and parking lots will also improve safety and visibility in these areas.

Budget and Financial Impacts

Funds are available in the FY 2015-16 HURF Streetlight Management, GO Street Light Management and Facilities Management budgets. Expenditures with Fluoresco Lighting-Sign Maintenance Corp. are not to exceed \$316,851 annually, and annual funding is contingent upon Council approval of the fiscal year operating budgets. Total expenditures over the remaining two-year life of the agreement, including any extensions authorized by the City Manager, are not to exceed \$633,702.

Cost	Fund-Department-Account
\$130,851	1340-16920-518200, Street light Management
\$176,000	1660-16311-518200, GO Street Light Management
\$10,000	1000-13450-518200, Facilities Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 3

AGREEMENT FOR STREETLIGHT MAINTENANCE SERVICES
(City of Glendale Solicitation No. IFB 12-41, Contract No. C-8180)

This Amendment No. 3 ("Amendment") to the Agreement for Streetlight Maintenance Services ("Agreement") is made this _____ day of _____, 2015, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Fluoresco Lighting-Sign Maintenance Corp, an Arizona corporation ("Contractor").

RECITALS

- A. City and Fluoresco Lighting-Sign Maintenance Corp. ("Contractor") previously entered into an Agreement for Streetlight Maintenance Services, Contract No. C-8180, dated September 25, 2012 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning September 25, 2012 through September 24, 2013 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from September 25, 2013 through September 24, 2014; and
- D. City and Contractor previously entered into Agreement Amendment No. 2, extending the term of the Agreement from September 25, 2014 through September 24, 2015; and
- E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from September 25, 2015 through September 24, 2016, unless otherwise terminated or canceled as provided by the Agreement. The City Manager is authorized to renew the agreement, at the City Manager's discretion. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work shall be amended to include lighting at City facilities such as parks and parking lots, per Exhibit A.
4. **Compensation.** The compensation of the Agreement shall not exceed \$316,851.00 annually.
5. **Insurance Certificate.** Current certificate will expire on March 1, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers, Acting City Manager


ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Fluoresco Lighting-Sign
Maintenance Corp.,
an Arizona corporation
Phone: 602-276-0600
Gary Gryder
ggryder@fluoresco.com



By: Gary Gryder
Its: Vice President

AMENDMENT NO. 3

AGREEMENT FOR STREETLIGHT MAINTENANCE SERVICES
(City of Glendale Solicitation No. IFB 12-41, Contract C-8180)

EXHIBIT A

Fluoresco Lighting-Sign Maintenance Corporation will provide maintenance of other types of area lighting at City facilities such as parks and parking lots consist of 70% high pressure sodium, 10% metal halide light sources, and 20% fluorescent (T-8) fixtures. There are approximately 4,000 area lights at various City parks and parking lots. LED and solar light fixtures are not included.



Legislation Description

File #: 15-715, Version: 1

AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM ROBERTS TIRE SALES, INC.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of tires from Roberts Tire Sales, Inc., in a total amount not to exceed \$200,000 for fiscal year (FY) 2015-16, and to authorize the City Manager to enter into an agreement and to authorize the City Manager to sign four annual one-year renewals with Roberts Tire Sales, Inc., in an amount not to exceed \$1,000,000 for the entire term of the contract.

Background

The City of Glendale owns and maintains a city fleet of approximately 1,300 vehicles and associated equipment. This fleet of vehicles and equipment is used to support key city functions including police and fire services, sanitation services, utilities services and parks, recreation and library services.

The Equipment Management Division of the Public Works Department is responsible for purchasing, maintaining, and repairing these vehicles and charges the cost related to repairs and maintenance back to the corresponding departments. Cost related to tire purchases by department or division as a percentage is as follows: Sanitation Division (50%), Police and Fire Departments (30%), Water Services Department (5%), remaining city departments and motor pool (15%). If tires cannot be repaired or recapped, they require replacement in order to ensure vehicle safety and reliability.

Previously, Equipment Management has utilized multiple state cooperative purchasing agreements for tire purchases as they have traditionally offered the lowest costs. In order to determine and ensure that we are obtaining the lowest prices possible, the City of Glendale issued Invitation to Bid (IFB 16-14) for tire purchasing. As a result of the competitive bid process, we were able to obtain lower overall tire prices than the current state contracted pricing. A total of five vendors submitted pricing and were selected for the award.

Analysis

Staff recommends the authorization of expenditure of funds in an amount not to exceed \$200,000 with Roberts Tire Sales, Inc. for the purchase of heavy duty sanitation truck tires during FY 2015-16. As different vehicle types require different tires, the IFB award allows the lowest cost offered through multiple vendors. This flexibility in purchasing is required to ensure that the needed tires are available at the lowest cost.

Community Benefit/Public Involvement

The purchase of tires and services is necessary to keep the city fleet of vehicles and equipment legal, safe and operational while delivering city services to the community.

City of Glendale Invitation For Bids (IFB) is publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the FY 2015-16 Public Works Department operating and maintenance budget. Expenditures with Roberts Tire Sales, Inc. are not to exceed \$200,000 for FY 2015-16, and \$1,000,000 for the entire term of the contract; contingent upon Council budget approval. The replacements of tires are charged back to the departments responsible for the vehicles.

Cost	Fund-Department-Account
\$200,000	2590-18300-523220, Equipment Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 16-14
PUBLISHED DATE: SEPTEMBER 10, 2015
TITLE: TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT
BID DUE DATE AND TIME: SEPTEMBER 24, 2015 BEFORE 2:00 PM LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger, Contract Analyst
Materials Management Division
(623) 930-2865
CClevenger@Glendaleaz.com



SOLICITATION NUMBER: IFB 16-14
TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT

CITY OF GLENDALE
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Glendale, Arizona 85301

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**TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT**

CITY OF GLENDALE
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Glendale, Arizona 85301

INTRODUCTION

The City of Glendale (City), Arizona, Equipment Management Division, intends to establish a term contract with qualified vendors for the purchase of tires of various Brand, Size and Model for light and heavy duty vehicles and equipment.

1.0 SPECIFICATIONS

- 1.1** All tires shall be of standard Original Equipment Manufacturers quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles and equipment.
- 1.2** All tires must be new and must have been produced or manufactured within the last one (1) year prior to delivery to the City.
- 1.3** All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any other means such as branding, application of decals, etc. will not be acceptable.
- 1.4** Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1922 for highway tires, F1923 for OffRoad/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPVs, trucks, buses, and trailers.
- 1.5** Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.
- 1.6** Throughout the term of this contract, the City reserves the right to add, remove, or make changes to the quantities and/or types to best serve the needs of the City.
- 1.7** Quantities listed in this solicitation are the City's best estimate only and do not obligate the City to order more than the City's actual requirements and subject to availability of appropriated funds.
- 1.8** Standard Manufacturer's Warranty shall apply to all tires purchased.



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- 1.9** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.
- 1.10** Prices listed in **Section 5 Bidding Schedule** shall take into consideration all inherent costs of providing the requested goods and services. The Bidder agrees to pay any and all fees, including, but not limited to, fuel surcharges, delivery and transportation costs, recycle fees, duties, custom fees, permits, brokerage fees, licenses and registrations. The City will not pay any additional charges beyond the price(s) listed in the response.



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2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF BID One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

2.3 EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 ALTERNATE BIDS/EXCEPTIONS

Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition.

2.7 PROPRIETARY INFORMATION

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority,



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the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management



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employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 ESTIMATED QUANTITIES The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds. The City may order some, all, more, or none of the individual quantities. The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.


3.4 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$250.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.



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- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidding Schedule.
- 3.7 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.8 PRICE REDUCTION.** Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES.** Successful Supplier(s) warrants that all materials delivered under this contract shall conform to the Standard Manufacturer's Warranty. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION.** All materials 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 Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
 - 1.2.14 Stop the work immediately;
 - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to the lot number,

 <p>GLENDALÉ</p>	<p align="center">SOLICITATION NUMBER: IFB 16-14</p> <p align="center">TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT</p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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destination, address and purchase order number.

- 3.13 **DELIVERY TIME** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale
- 3.15 **TERM OF AGREEMENT** The term of this agreement shall be for an initial one (1) year period.
- 3.16 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.17 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.18 **PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.19 **INSURANCE**. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.



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3. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



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Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.22.1 The Contractor provides personnel that do not meet the requirements of the contract.

3.22.2 The Contractor fails to perform adequately the services required in the contract.

3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.

3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.



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3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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:
 1. Deduction from an unpaid balance;
 2. Any combination of the above or any other remedies as provided by law.

3.23 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.24 NON-DISCRIMINATION By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will



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require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

- 1.1 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

	SOLICITATION NUMBER: IFB 16-14 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT	
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BIDDER SHEET

CONDITIONAL ACCEPTANCE


INVITATION FOR BID NO. IFB # 16-14

TITLE: TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: ROBERTS TIRE SALES, INC Contractor Signature: 
(Printed)
Company Address: 4747 S. POWER RD Title: CEO
MESA, AZ 85212 Telephone No.: 480-967-8805

Email Address: CHETMBURG@ROBERTSTIRE.COM

Company Federal I.D: 86-0176419

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: _____



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VEHICLES AND EQUIPMENT**

CITY OF GLENDALE
Municipal Management
1500 WEST GLENDALE
AVENUE, SUITE 100
GLENDALE, CA 91201
Phone: 626.998.2500

ACCEPTANCE OF OFFER (CONTINUED)

ATTEST: _____
City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

SOLICITATION NUMBER: IFB 16-14
TIRES FOR LIGHT AND HEAVY DUTY
VEHICLES AND EQUIPMENT

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

5.0

BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

5.1 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
GOODYEAR	255/70R22.5	G661 RV	GUS BUS	10	\$ _____	\$ _____
GOODYEAR	P255/70R16	WRANGLER RTS	1/2 TON P/U	10	\$ _____	\$ _____
GOODYEAR	LT245/70R17E	WRANGLER DURATRAC	LANDFILL	10	\$ _____	\$ _____
GOODYEAR	LT245/75R16E	WRANGLER DURATRAC	LANDFILL	10	\$ _____	\$ _____
GOODYEAR	ST235/80R16E	MARATHON TRAILER	HD FLAT BED TRAILER	30	\$ _____	\$ _____
GOODYEAR	LT235/85R16E	WRANGLER HT	3/4 TON P/U	10	\$ _____	\$ _____
GOODYEAR	LT235/85R16	G614 TRACTOR	CASE TRACTOR/HD FLAT BED TRAILER	150	\$ _____	\$ _____
GOODYEAR	P265/60R17	EAGLE RSA 108V	POLICE TAHOE	140	\$ _____	\$ _____
GOODYEAR	P225/60R16	FUEL MAX VSB	POLICE IMPALA	40	\$ _____	\$ _____
GOODYEAR	P245/55R18	EAGLE RSA 103V	POLICE	10	\$ _____	\$ _____
GOODYEAR	P235/55R17	EAGLE RSA 98W	POLICE CROWN VIC	330	\$ _____	\$ _____
GOODYEAR	385/65R22.5	G296 SUPER SINGLE	FIRE TRUCK DUMP TRUCK	10	\$ _____	\$ _____
FIRESTONE	LT245/75R17E	TRANSFORCE HT	3/4 TON P/U	100	\$ _____	\$ _____
FIRESTONE	LT245/75R16E	TRANSFORCE HT FI	3/4 TON P/U	40	\$ _____	\$ _____
FIRESTONE	P225/70R15	DESTINATION LE2	FORD RANGER P/U	40	\$ _____	\$ _____



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CITY OF GLENDALE
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BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
FIRESTONE	P245/70R17	DESTINATION LE2	1/2 TON P/U	60	\$ _____	\$ _____
FIRESTONE	P235/70R16	DESTINATION LE2	1/2 TON P/U	20	\$ _____	\$ _____
FIRESTONE	P205/60R16	WIDE OVAL	FORD TAURUS	20	\$ _____	\$ _____
FIRESTONE	P215/60R16	PRECISION TOURING	FORD TAURUS/ FUSION	100	\$ _____	\$ _____
HANKOOK	LT245/75R16	RH12	3/4 TON P/U	20	\$ _____	\$ _____
HANKOOK	P205/75R15	H724	CHEVROLET COLORADO	30	\$ _____	\$ _____
HANKOOK	P235/70R17	RH12	1/2 TON P/U	110	\$ _____	\$ _____
HANKOOK	LT225/75R16	RH12	3/4 TON P/U	130	\$ _____	\$ _____
HANKOOK	P225/50R17	H437	FORD FUSION	10	\$ _____	\$ _____
HANKOOK	P215/60R16	H725	FORD TAURUS/FUSION	10	\$ _____	\$ _____
HANKOOK	315/80R22.5L	AH11	MOST HD TRUCKS	270	\$ 385.00	\$ 103950.00
HANKOOK	11R22.5	AH12	MOST HD TRUCKS	210	\$ 280.00	\$ 58,800.00
MICHELIN	225/70R19.5	G XZE	F450/F550/ AMBULANCE	50	\$ _____	\$ _____
MICHELIN	12R22.5	XZE L/R H	FIRE TRUCK	10	\$ _____	\$ _____
MICHELIN	425/65R22.5	XFE L/R L HIGHWAY TREAD	FIRE TRUCK	10	\$ _____	\$ _____
MICHELIN	425/65R22.5	XZY3 L/R L OFF-ROAD TREAD	DUMP TRUCK	10	\$ _____	\$ _____

BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
MICHELIN / MOTORCYCLE	FRONT 120/70ZR18	PILOT ROAD 4	PD MC	30	\$ _____	\$ _____
MICHELIN / MOTORCYCLE	REAR 170/60ZR17	PILOT ROAD 4G	PD MC	40	\$ _____	\$ _____
GALAXY	19.5L-24	HULK 14-PLY	CASE TRACTORS	10	\$ _____	\$ _____
SAMSON	950 X 16.5	12-PLY TRAILER	HD TRAILER	10	\$ _____	\$ _____
MASTERTRAK	75R15E	ST225	MEDIUM DUTY TRAILER	20	\$ _____	\$ _____
MASTERTRAK	75R15D	ST205 TRAILER	LIGHT DUTY TRAILER	30	\$ _____	\$ _____
TITAN	12 X 16.5	HD2000 II	TRACTOR	10	\$ _____	\$ _____

5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.05 %

5.3 **DELIVERY** Bidder states that all services shall be performed in accordance with IFB specifications.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

Company Name: ROBERTS TIRE SALES, INC



Legislation Description

File #: 15-707, Version: 1

RESOLUTION 5034: AUTHORIZATION TO REVISE RATES AND CHARGES AT GLENDALE MUNICIPAL AIRPORT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution approving the revised rates and charges for Glendale Municipal Airport (Airport), and setting the effective date as January 1, 2016.

Background

In accordance with federal grant assurance obligations and in order for the Airport to become as self-sustaining as possible, the City of Glendale periodically adjusts the rates and charges for all Airport users. The various fees, such as aircraft tie-downs, land and terminal office suite leases, and vehicle gate access cards, have been individually implemented and adjusted over the years.

General aviation airports such as Glendale's typically make adjustments to their rates and charges by benchmarking and surveying fees at other similar airports. Airport staff conducted a survey over the past year and did a comparative analysis of local airports' rates and charges. The results of the survey indicated certain fees at Glendale Airport were below the market rate averages of similar Valley airports.

Airport and Public Works staff suggested adjustments to the rates and charges, and those proposed changes were amended and approved by the Aviation Advisory Commission in June 2015. Public notice of the proposed changes was sent to all Airport tenants and advertised for a 60-day period, which ended September 10, 2015. No comments were received during the notice period.

Analysis

The attached table illustrates the current and proposed Airport rates and charges. The proposed adjustments are considered to be reasonable and are at market value with like fees at other Valley airports. Specifically, the incremental annual adjustment to open tie-down fees will lessen the impact to our tenants. The proposed variable and negotiable lease rates will create flexibility for new development. These and other fee adjustments may be subject to change over a period of time, as appropriate.

Previous Related Council Action

On November 25, 2003, City Council approved an increase to the tie-down fees at Glendale Municipal Airport.

On February 11, 2003, Council approved the Airport terminal office rates.

On July 23, 2002, City Council approved the land lease rates for the Airport.

Community Benefit/Public Involvement

The Airport plays an important role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The proposed rates and charges will increase the self-sustainability of the Airport by increasing revenues and enabling staff to better maintain and operate the public facility.

Budget and Financial Impacts

The estimated increase in aircraft tie-down revenues the first year is \$6,060, based on the average of 101 current tie-down rentals. The cumulative revenue over the first four-year period, based on the incremental increases is estimated at \$60,600. Revenue from new leases is not known, but more interest in Airport development is expected.

RESOLUTION NO. 5034 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SETTING FORTH RATES AND CHARGES AT THE GLENDALE MUNICIPAL AIRPORT; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That pursuant to Glendale City Code Sec. 2-2, the rates and charges at the Glendale Municipal Airport shall be as follows:

Open Tie-downs – A \$5.00/month increase each year for the next four (4) years.

Vehicle Access – Card \$15.00 per card/\$15.00 re-activation fee

Land Lease Rates (New Development) and Terminal Office Lease Rates – Variable and Negotiable

Transient Overnight Tie Down Fees (Daily)

Single Engine.....	\$5.00
Twin Engine.....	\$9.00
Jet.....	\$34.00

Banner Tows.....\$50.00/day

Section 2. That the rates and charges referred to in Section 1 shall become effective on January 1, 2016.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

**CURRENT AND PROPOSED RATES AND CHARGES
GLENDALE MUNICIPAL AIRPORT**

Item	Current	Proposed
Open Tie-downs	\$20.00 per month	Increase the rate by \$5 per month annually for 4 years to reach current trend
Vehicle Access Card	\$10.00 non-refundable	\$15.00 per card/\$15.00 reactivation fee
Terminal Lease – Office Aviation	\$19.99 per s.f./yr.	Variable and Negotiable
Land Lease Non-premium to Premium	\$.10 - \$.26 per s.f./yr.	Variable and Negotiable
Transient Aircraft Overnight Daily Fees		
Single	\$3.75	\$5.00
Twin	\$5.25	\$9.00
Jet	\$11.25	\$34.00
Banner Tow	\$10.00 per tow	\$50.00 per day



Legislation Description

File #: 15-709, **Version:** 1

RESOLUTION 5035: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-90-X131 TO INCLUDE FUNDING FOR BUS ROUTES 59 AND 60

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into Contract Change Order No. 1 to an intergovernmental agreement (IGA) with the City of Phoenix for acceptance of additional Federal Transit Administration (FTA) grant funds for operating assistance for Bus Routes 59 and 60.

Background

In 2014, the City of Glendale secured FTA Grant Number AZ-90-X131 for preventive maintenance for the transit fleet. The total amount for preventive maintenance was \$267,116 including \$213,693 in federal funds with a required local match of \$53,423.

Also in 2014, the City of Glendale requested federal funds to offset 50 percent of the costs of operating transit service on 59th Avenue (Route 59) and on Bethany Home Road (Route 60) through a regional competitive process for Job Access Reverse Commute (JARC) Program funding. The total request was \$891,191, of which half would be federally funded and half would be locally funded. Due to limited availability of funds, the request was partially funded at \$336,391, thus the required local match is \$554,800.

Analysis

The City of Phoenix is the designated recipient for all FTA funds in the region. Through this Change Order No. 1 with Phoenix, the federal grant funding for Routes 59 and 60 will be added to Grant Number AZ-90-X131. This change order increases the federal portion of AZ-90-X131 to \$550,084.

Previous Related Council Action

On October 28, 2014, Council approved an IGA with the City of Phoenix for the acceptance of grant funds for transit services under Grant No. AZ-90-X131.

Community Benefit/Public Involvement

Transportation programs provide a benefit to Glendale residents and visitors. These additional grant funds will provide operating assistance that will promote the continuation of quality and reliable services.

Budget and Financial Impacts

The total increased cost for transit service associated with this change order is \$891,191. The grant will provide an additional \$336,391 in federal funds toward the cost of operating assistance, requiring a local match of \$554,800. Funding for the match portion will come from the GO Transportation operating budget. The receipt of these grant funds will result in a \$336,391 reduction in operating costs to the city.

Upon approval of this change order, staff will request a transfer of appropriation from 1650-37200-551000 (Transportation Grants) to the already-established grant account.

Cost	Fund-Department-Account
\$554,800	1660-16540-518200, Fixed Route
\$336,391	1650-37209-518200, FTA AZ-90-X131

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? 1650-37200-551000 - Grant Approp - Transportation

RESOLUTION NO. 5035 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 1 FOR AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X131 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-90-X131) relating to transit services on October 28, 2014 (C-9330); and

WHEREAS, the City of Glendale and the City of Phoenix wish to amend the original Agreement amount to \$1,158,307.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 1 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant No. AZ-90-X131 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

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CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
1

Contract No.
139678

Issued To: (Name of Contractor or Consultant)
CITY OF GLENDALE

Date
6/3/2015

Project Description: **GRANT PASS-THROUGH AGREEMENT AZ-90-X131**

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

Additional funding is added to the Grant Pass-through agreement as listed below

GRANT NUMBER: AZ-90-X131	
TOTAL ELIGIBLE PROJECT COST (TEPC):	\$891,191
• Federal Share of TEPC:	\$336,391
• Local Share/Match of TEPC:	\$554,800
• Original Agreement amount	\$267,116
• New Amended Agreement Amount	\$1,158,307

PROJECT(S) DESCRIPTION:

Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.00	Operating Assistance – Route 59	\$220,000	\$200,000	\$420,000
30.09.00	Operating Assistance – Route 60	\$334,800	\$136,391	\$471,191

RCA #72709, Approved 5/28/2014; Ordinance S-40886
All other terms and conditions remain the same.

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

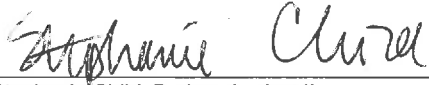
FIRM: **CITY OF GLENDALE**

SIGNATURE: _____


TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY:

Stephanie Child, Budget Analyst II

DATE
6/4/15

RECOMMENDED BY:

Kim Hayden, Contract Specialist II – Ld.

DATE
6/5/15

PTD FISCAL SECTION REVIEW:

Kenneth Kessler, Deputy Public Transit Director

DATE
6/4/15

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A
Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

Maria Hyatt - Public Transit Director / Ted Mariscal

DATE



Legislation Description

File #: 15-712, Version: 1

RESOLUTION 5036: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-57-X016 FOR BUS STOP ACCESSIBILITY ENHANCEMENTS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into Contract Change Order No. 1 to an intergovernmental agreement (IGA) with the City of Phoenix for continued use of Federal Transit Administration (FTA) grant funds for bus stop accessibility enhancements.

Background

In 2013, the City of Glendale secured FTA Grant AZ-57-X016 totaling \$286,500 in federal funds toward the Taxi Program and Bus Stop Accessibility Enhancements. This grant is utilized through an IGA with the City of Phoenix, the designated recipient for all FTA funds in the region. The funding for the Taxi Program has been exhausted and final reimbursement from the City of Phoenix has been received.

These grant funds are currently being utilized to renovate nine bus stop locations that were identified as difficult to access for customers using mobility devices. This is due to their locations along frontage roads that run parallel to arterial streets, mainly on Camelback Road, Bethany Home Road and Union Hills Drive.

Analysis

Council awarded the construction contract for the bus stop accessibility enhancements project to DBA Construction, Inc. on August 25, 2015, for \$191,513. Construction began in late October, and the contractor plans to complete the project by the end of November. The grant expires in late December.

This change order extends the contract expiration date of this grant agreement to June 30, 2016. This allows the IGA to be extended to allow for any unexpected delays or contingencies that may arise. It also provides sufficient time to complete the final closeout and reimbursement of funds from the City of Phoenix. If this change order is not approved, the city could lose the remaining \$184,095 in grant funding.

Previous Related Council Action

On August 25, 2015, Council approved a construction agreement with DBA Construction, Inc., for the bus stop accessibility enhancements.

On May 14, 2013, Council approved the IGA with the City of Phoenix to accept this pass-through FTA grant.

Community Benefit/Public Involvement

Transportation services benefit Glendale residents and visitors. With this project, current inaccessible bus stops for individuals with mobility devices will be reconstructed to be made accessible, allowing for easy access to public transportation.

Budget and Financial Impacts

There are no budget impacts as a result of this change order.

RESOLUTION NO. 5036 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 1 FOR AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-57-X016 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-57-X016) relating to transit services on May 14, 2013 (C-8460); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 1 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant No. AZ-57-X016 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

iga_transit_az-57-x016.doc

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
1

Contract No.
136176

Issued To: (Name of Contractor or Consultant)
CITY OF GLENDALE

Date
9/23/2015

Project Description: **GRANT PASS-THROUGH AGREEMENT AZ-57-X016**
YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This change order extends the contract expiration period date to June 30, 2016.

All other terms and conditions of this agreement remain the same.

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: **CITY OF GLENDALE**

SIGNATURE: _____

TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY:	DATE
<u>Stephanie Child</u> Stephanie Child, Budget Analyst II	9/23/15

RECOMMENDED BY:	DATE
<u>Kim Hayden</u> Kim Hayden, Contracts Specialist - Ld.	9/23/15

PTD FISCAL SECTION REVIEW:	DATE
<u>KKL</u> Kenneth Kessler, Deputy Public Transit Director	9/23/15

CHECKED AS TO AVAILABILITY OF FUNDS BY:	DATE
<u>N/A</u> Budget and Research Department	

APPROVED FOR THE CITY MANAGER BY:	DATE
<u>Maria Hyatt - Public Transit Director / Ted Mariscal</u>	



Legislation Description

File #: 15-726, Version: 1

RESOLUTION 5037: AUTHORIZATION TO ENTER INTO A 24-MONTH AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE GLEN LAKES GOLF COURSE

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into a new, 24-month contract with Arizona Golf Ventures, LLC for the continued management and operations of the Glen Lakes Municipal Golf Course.

Background

The Glen Lakes Municipal Golf Course is a 44.6 acre, nine-hole, executive-length golf course located at 5450 West Northern Avenue. The facility opened in 1966 and is a Par 33 totaling 2,403 yards. The city initially purchased the course in 1979 at a cost of \$1,104,000 and has operated it through a series of qualified golf course management firms since then. In FY 14-15, approximately 21,883 rounds of golf were played at this City-owned facility, at no cost to the City.

On November 27, 2012, the Council approved a three-year operating and management agreement with AZGolf Ventures, LLC (Lessee), in response to a default of contract from the previous course vendor. This agreement will expire December 1, 2015 and staff has been working with the Lessee to develop a new, short-term agreement. This new agreement was conditioned on the outcome of the October 20, 2015 City Council Workshop, at which City Council reviewed information regarding the possible sale of the golf course, decided against it, and provided staff direction to continue operating this property as a municipal golf course.

Now that the long-term future of Glen Lakes Golf Course has been determined, it is necessary to approve a new operating agreement for the continued and seamless operation of the facility. As such, approval of this 24-month contract with AZ Golf Ventures, LLC, will permit this to occur and allow the City sufficient time to develop, release, evaluate and award long-term (multi-year) contract for the operation and management for the facility, through the competitive "Request for Proposal" (RFP) process.

Analysis

Since 2007, trends in the golf industry have shown decline in participation and interest. This has caused financial challenges for golf course owners and operators throughout the nation. The Glen Lakes Municipal Course has not been immune from this trend. Whereas 10 years ago a total of 47,837 round of golf were played in FY 04-05, only 21,883 were played in FY 14-15, which represents a 54% reduction in patronage. This national trend has resulted "flat" revenue growth with respect to green fees, pro shop concessions, and food

and beverage operations. Additionally, the golf course industry has also been challenged with increasing costs for equipment and course maintenance. Collectively, these variables have impacted the overall profitability of the golf course industry, including Glen Lakes.

As a result of this significant change in consumer demand, which is reflective of a larger national trend, the City has been working with AZ Golf Ventures, LLC to insure that the Glen Lakes course remains open and available to the general public, is properly maintained as a 44.6 acre green space, is operated at no cost to the City, and continues to be a community benefit and recreational amenity for residents and visitors.

The approval of this new agreement will accomplish these objectives and be of mutual benefit to AZ Golf Ventures, LLC and the City. The agreement will require AZ Golf Ventures, LLC, to pay a total license fee to the City of \$3,000 and provide an additional \$6,000 to promote and host three junior golf events that will enhance recreational opportunities for youth in the community. In exchange, the golf course will continue to be maintained and operated at no charge to the City, and provide the necessary time for the City to issue, review and award a long-term RFP for its continued operation and maintenance.

Budget and Financial Impacts

Outside of the necessary contract monitoring that is already a function of the Community Services Department, there are no additional expenses to the City for this agreement.

RESOLUTION NO. 5037 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE, MANAGEMENT & OPERATIONS AGREEMENT WITH ARIZONA GOLF VENTURES, L.L.C. FOR THE MANAGEMENT AND OPERATION OF THE GLEN LAKES GOLF COURSE LOCATED AT 5450 WEST NORTHERN AVENUE IN GLENDALE, ARIZONA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or designee are authorized and directed to execute and deliver a License, Management & Operations Agreement with Arizona Golf Ventures, L.L.C. for the management and operation of the Glen Lakes Golf Course located at 5450 West Northern Avenue in Glendale, Arizona. Said license agreement is on file in the office of the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

**GLEN LAKES GOLF COURSE (GLGC)
LICENSE, MANAGEMENT AND OPERATIONS AGREEMENT**

This License, Management and Operations Agreement (“Agreement”) is entered into between Arizona Golf Ventures, L.L.C., an Arizona limited liability company (“AZGOLF”), and the City of Glendale, an Arizona municipal corporation (“City”), to be effective on the 1st Day of December, 2015 (“Effective Date”).

RECITALS

- A. The City owns the Glen Lakes Golf Course (“GLGC”) located at 5450 W. Northern Avenue, Glendale, Arizona, 85301, and has designated the GLGC as golf course and public amenity, which land is more particularly described and shown on Exhibit A attached;
- B. AZGOLF desires a License from the City to use and operate the GLGC as the Glen Lakes Golf Course; and
- C. The City is willing to grant a License to AZGOLF for the use of the golf course property on the terms and conditions set forth below.

LICENSE AGREEMENT

THEREFORE, in consideration of the premises and the following mutual covenants and conditions, the parties agree as follows:

- 1. **Designation of GLGC as a Golf Course.** City designates the GLGC, owned by City, as a golf course.
 - 1.1 **Grant of License; Restrictions.** The City grants an exclusive License for the possession, management and operations of the GLGC to AZGOLF, including subcontractors and concessionaires of AZGOLF, for its use solely as a nine-hole golf course and driving range open to the public subject to the terms of this Agreement. City agrees to take such action as may be appropriate to ensure AZGOLF, its subcontractors and concessionaires, and the public have sufficient access to the GLGC to enable AZGOLF and its contractors and concessionaires to carry out the provisions of this Agreement. In addition to the lease of the real property described on Exhibit A, the Licensee also leases the personal property listed on Exhibit B. As part of its operations, Licensee shall, at its own cost, maintain and operate such golf course and driving range and shall offer, or provide to the public, golf lessons from a qualified golf instructor, a clubhouse and pro shop, food and beverages, and other services customary to a nine-hole metropolitan public golf course. Licensee may provide food and beverages from a snack bar/restaurant on the Property. Licensee shall not use any portion of the Property for any purpose other than as a public golf course and driving range. Licensee shall not change the name of the golf course from Glen Lakes Golf Course without the written consent of the City. Licensee shall not provide or knowingly allow any alcoholic beverages on the Property except as allowed by law and in accordance with a liquor license issued by the State.
 - 1.2 **Management and Operations.** AZGOLF agrees to be the exclusive manager and operator of the GLGC.

TERM

2. **Term.** The term of this Agreement shall be for two (2) years. The term shall commence on the Effective Date and expire on December 1, 2017, unless sooner terminated under the Agreement provisions.
 - 2.1 **Early Termination.** Either party to this Agreement shall have the right to terminate this Agreement for the other party's failure to perform, after providing thirty (30) calendar days' notice and a right to cure within that thirty (30)-day period. Both parties may agree to early termination of this Agreement by the written agreement.

LICENSE FEES

3. **Fees.** As a base fee for its license and right to use the Property, AZGOLF shall pay, without notice and free from all claims, deductions or set-offs against the City, a guaranteed amount of \$3,000 in three (3) installments of \$1,000 each on the following dates: May 2, 2016, November 2, 2016, and May 1, 2017. In addition to the biannual fee, AZGOLF will also conduct a minimum of three (3) junior golf events to accommodate community programming requirements of this agreement. AZGOLF will also provide \$2,000 of direct support for each of the junior golf events, documentation of said support will be included.
 - 3.1 **Credits.** AZGOLF shall be entitled to a credit against the base fee at the rate of \$200 per day for any day that the golf course is closed due to the act or omission of the City, the absence of sufficient water to maintain the golf course, or in the event of a Force Majeure, including without limitation, declared or undeclared war, sabotage, riot, or other acts of civil disobedience, acts or omissions of government, labor disputes, shortages of fuel or other, documentation of said support will be included materials, accidents, fires, explosions, floods, earthquakes, or other acts of God. In addition AZGOLF shall be entitled to a credit against the base fee at the rate of \$200 per day for any day that the City is in default and Tenant has the right to terminate this Lease pursuant to Section 14, but elects not to exercise its right to terminate.
 - 3.2 **Payments.** AZGOLF's base fee shall be payable to the City on or before the dates identified under "Fees". If paid after the specified date, payment must include a 3.5% penalty of the agreed fee. Acceptance of late charges by the City shall in no event constitute a waiver by the City of AZGOLF's default with respect to late payments, nor prevent the City from exercising any of the other rights and remedies granted in this Agreement.
 - 3.3 **Accounting Rights.** The City's acceptance of any monies paid by AZGOLF as Flat Fee under this Agreement shall not be an admission of the accuracy of AZGOLF figures or of the sufficiency of the amount of such payment. The City reserves all of its rights set forth herein to question the accuracy of AZGOLF statements and sufficiency of AZGOLF payments.

BOOKS AND RECORDS

4. **Records.** At all times during the term of this Agreement, and until all claims by the City for payments hereunder have been fully ascertained and paid, AZGOLF shall keep, in accordance with generally accepted accounting principles ("GAAP"), separate and accurate records of AZGOLF Gross Revenues, showing in detail all business transacted on or from the Property. AZGOLF shall enter all receipts arising from such business in regular books of account, and all entries in such records shall be made at or about the time of the underlying transactions.
 - 4.1 **Annual Financial Statements.** On or before the second Friday of each May of each calendar year, AZGOLF shall furnish the City with the previous year's annual statement of gross revenue prepared in accordance with GAAP, and an attestation statement from an independent certified public accountant plus copies of previous year's tax return.
 - 4.2 **Retention.** Records relevant to AZGOLF revenue and expenses for any particular calendar year shall be kept by AZGOLF and made available to the City for a period of at least three (3) years after the end of such calendar year. For purposes of this Agreement, the term "Examination Period" shall mean the period during which AZGOLF is required to keep records pursuant to this subsection.

WATER; UTILITIES

5. **Utilities.** AZGOLF may use Salt River Project irrigation water for its operations of the golf course. AZGOLF shall pay before delinquency all charges for all utilities used in its operations on the Property, including all charges for telephones, water, sewer, gas, electricity, cable television and other telecommunications services.

AZGOLF IMPROVEMENTS

6. **Permits; City Consent.** AZGOLF shall make no improvements or modifications to the Property without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Before commencing any improvements or modifications, AZGOLF shall submit detailed construction plans and specifications of the work as completed. Prior to the start of any construction of improvements or modifications to the Property, AZGOLF shall secure all applicable building permits and approvals from the City, which shall not be unreasonably withheld or delayed. AZGOLF shall furnish any additional information concerning any proposed improvements or modifications which the City may reasonably deem necessary.
 - 6.1 **Standard of Work.** All improvements to the Property shall be constructed pursuant to the plans and specifications which have been approved by the City, which approval shall not be unreasonably withheld or delayed. All improvements and modifications made by AZGOLF shall be constructed in a good workmanlike manner.

- 6.2 Performance Bonds. Prior to the commencement of any construction on the Property, AZGOLF shall provide the City with performance bonds in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. The bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of its judgment such reasonable attorney's fees as may be fixed by the court. The bond shall be executed by a surety company duly authorized to do business in Arizona and acceptable to the City. The bond shall be filed with the City Clerk immediately upon execution.
- 6.3 Liens. AZGOLF shall keep the GLGC and all improvements thereon free of any mechanic's or materialmen's liens or liens of any kind or nature for any work done, labor performed or materials furnished on or to the GLGC. If any such lien is filed, AZGOLF shall, at its own cost, either: (1) initiate necessary action to remove such lien from the Property within thirty days of notice thereof, and diligently proceed with such action until the lien is removed; or (2) provide the City with security that such lien will not be foreclosed, which security must be acceptable to the City.
- 6.4 Progress. Should AZGOLF desire to build improvements to the course, AZGOLF shall begin construction of any improvements and modifications to the Property within a reasonable period of time following the approval of the City and the issuance of building permits, if necessary, for the construction. AZGOLF shall diligently pursue construction of the improvements or modifications and shall complete construction in accordance with the schedule for completion to be agreed upon by the City. All improvements and modifications made by AZGOLF which become fixtures to the GLGC shall become the property of the City, at no cost to the City, upon the expiration or termination of this Agreement, free of any security interest or claims of any kind from or through AZGOLF.

ACCEPTANCE; MAINTENANCE; REPAIRS

7. **"As-Is Condition."** AZGOLF acknowledges that it has inspected the GLGC, and except as expressly provided in this Agreement, accepts the Property "as is" in its present condition. The City shall not be required to maintain or to make any improvements, repairs or modifications to the GLGC, or any improvements thereon. Under no circumstances shall the City have any obligation to repair, maintain or restore any improvements placed upon the Property by AZGOLF, or any obligation regarding the personal property listed on Exhibit B unless the parties otherwise mutually agree in writing. Notwithstanding the foregoing, the City shall have the obligation to promptly repair, replace or reimburse AZGOLF for any repairs or replacements of personal property resulting from the acts or omissions of the City.
- 7.1 Responsibility for Improvements. Except as provided in Section 7, AZGOLF shall be solely responsible, at its own cost and expense, for all repairs and maintenance whatsoever on the GLGC, and shall maintain all improvements

thereon following best practices, in a good, workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. AZGOLF shall, without limiting the generality hereof:

- A. Keep at all times in a clean and orderly condition and appearance, the Property, all improvements thereon, and all of AZGOLF fixtures, equipment and personal property;
- B. Be responsible for the maintenance and repair of all utility service lines placed on the Property and used exclusively by AZGOLF;
- C. Repair any damage to the Property caused by AZGOLF or its agents, employees or invitees including any damage caused by any hazardous material, including oil, gasoline, grease, lubricants, herbicides, pesticides or other flammable liquids and substances having a corrosive or detrimental affect thereon;
- D. At a minimum, maintain the Property according to the standards set forth in the attached Exhibit C.

- 7.2 Monthly Meetings with City. AZGOLF on-site manager shall meet at least monthly with the Community Services Director and/or his designee, to review the condition of the GLGC. If the Community Services Director, or designee, determines that AZGOLF is not operating or maintaining the facility/property in substantial compliance with the operations standards set forth in Exhibit C, then the City shall send written notice within ten (10) business days to AZGOLF listing the specific actions which must be undertaken to bring AZGOLF back into substantial compliance with the operating standards.
- 7.3 Evaluation Objections. If AZGOLF disagrees with the notice, then AZGOLF shall have ten (10) business days to deliver a written objection to the City setting forth the basis of AZGOLF position that AZGOLF has performed in substantial compliance with the operations standards set forth in Exhibit C. If the parties cannot mutually agree to a course of action within twenty (20) business days after the filing of the objection, then the matter shall be submitted to arbitration as provided in Section 8 below. The arbitrator shall award to the prevailing party its reasonable costs and attorneys' fees and the costs of the arbitration shall be paid by the party which does not prevail.
- 7.4 Action upon Notice. If AZGOLF does not dispute the notice or fails to timely dispute the notice, then AZGOLF shall initiate the necessary action to maintain, clean, repair, resurface, replace, rebuild or repair within thirty (30) days after termination of the period in which to object to the written notice from the City. Thereafter, AZGOLF shall diligently proceed with such necessary action until completion. If AZGOLF fails to timely initiate remedial efforts, the City may terminate this Agreement or, at its option, enter the GLGC, without such entering causing or constituting a termination of this Agreement or any interference with the possession of the GLGC, and repair, replace, rebuild, resurface, repaint or otherwise maintain any part of the GLGC Property or the

improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof shall be payable to the City by AZGOLF on demand.

- 7.5 Self-Performed Maintenance; Risk to Public. If, in the reasonable opinion of the City, AZGOLF's failure to perform any such maintenance endangers the safety of the public, the employees, or the property of the City or others, and the City so states in its written notice to AZGOLF, the City may, in its sole discretion, elect to perform such maintenance at any time after the giving of such notice, and AZGOLF shall pay to the City all costs of such work on demand.
- 7.6 Waiver of Damages. If the City or any of its elected or appointed officials, employees, or agents undertake any work hereunder after AZGOLF fails to timely undertake the required action, AZGOLF hereby waives any claims for damages, consequential or otherwise resulting therefrom except for claims for damages arising from the sole negligence or fault of the City or its employees or agents.

DISPUTE RESOLUTION

8. **Disputes.** The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner. The dispute resolution provisions will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement:
- A. **Initiation.** A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
 - B. **Informal Resolution.** When a Dispute notice is given, the parties will designate a member of their staff who will be authorized to expeditiously resolve the Dispute.
 - C. **Access.** The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - D. **Promptness.** The parties' staff will meet within ten (10) business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - E. **Additional Meetings.** The staff will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.
- 8.1 **Arbitration.** If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Industry Rules of the AAA, as

amended. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently:

- A. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of a mediation firm, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - B. The arbitrator selected must be an attorney with at least fifteen (15) years' experience with commercial legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for, or adverse to, either Party for at least ten (10) years.
 - C. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
 - D. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona, unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
 - E. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
 - F. The Arbitrator's decision should be rendered within fifteen (15) days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
 - G. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
- 8.2 Services to Continue Pending Dispute. Unless otherwise agreed to in writing, AZGOLF must continue to perform and maintain the level of required Services during any Dispute resolution or arbitration proceedings. Failure to do so would provide the city with the right to terminate the contract.
- 8.3 Exceptions to Arbitration. The following types of disputes are exceptions to the binding arbitration proceedings:
- A. Third Party Claims. City and AZGOLF are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and AZGOLF.

- B. Liens. City or AZGOLF may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Section.
- C. Governmental Actions. This Section does not apply to, and must not be construed to require arbitration of, any claims, actions, or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

HAZARDOUS MATERIALS

- 9. **General Requirements.** Licensee shall not produce, generate, dispose of, transport, treat, use or store any hazardous waste, hazardous substance, pollutant or contaminant upon or about the License Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. Sec. 49-901 *et seq.* the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous substances, pollutants or contaminants. Licensee shall not use the License Area in a manner that violates with any regulations, permits or approvals issued by any federal or state agency. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant on or affecting the License Area attributable to the extent such release or threatened release is caused by the Licensee. Licensee shall immediately notify the City and, if applicable, any federal or state agency of any release or threatened release of a hazardous waste, hazardous substance, pollutant or contaminant at any time such release or threat of release is discovered or found to exist upon the License Area. Licensee shall promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or conditions in the License Area.
 - 9.1 Documentation. AZGOLF shall obtain and keep on file a Material Safety Data Sheet ("MSDS") for each hazardous, toxic, or contaminant material used on the GLGC Property. A copy of each MSDS shall be submitted to the City annually. AZGOLF shall provide the City with such other documentation as the City deems necessary with regard to the generation, use, storage, handling and disposal of hazardous, toxic, or contaminant materials on or from the Property, in order to prevent any contamination of the GLGC Property. Such documentation shall be provided upon request during periodic inspections of the GLGC by the City. AZGOLF shall copy the City with all correspondence between AZGOLF and any regulatory agency concerning AZGOLF compliance with environmental laws, rules and regulations.
 - 9.2 Protective Devices and Plans. AZGOLF shall install and maintain appropriate protective devices to prevent accidental discharge of any hazardous, toxic, or contaminant materials into the domestic or industrial drains on the Property. Protection shall be provided for hazardous, toxic, or contaminant materials and

any other material for which a slug load discharge can pollute or disrupt operations at the City's sewage treatment plant. AZGOLF shall develop written spill protection plans and shall at all times post a notice in a prominent place on the Property advising employees what actions to take and whom to call in the event of a discharge of hazardous, toxic, or contaminant materials. AZGOLF shall ensure that all employees are trained in the requirements for emergency notification. AZGOLF shall provide the City with a copy of its spill protection plan within thirty (30) days of the effective date of this agreement.

- 9.3 Permit. AZGOLF shall obtain from the City's fire code officials, all necessary permits for the installation, removal, repair, alteration and operation of all portable tanks used for the storage of flammable, combustible, hazardous, toxic, or contaminant materials.
- 9.4 Reporting Requirements. AZGOLF must comply with the following reporting requirements:
- A. In addition to any other environmental reporting requirements by AZGOLF under the terms of this Agreement, AZGOLF shall provide copies to the City of all annual water usage reports and all other reports or written correspondence relating to water usage on the Glen Lakes Golf Course which AZGOLF files with or sends to the Arizona Department of Water Resources or any other federal, state or local government entity or agency. AZGOLF shall provide copies of such reports and correspondence to the City's Environmental Resource Division at the time that such reports and correspondence are filed with or sent to the applicable governmental entity or agency, without any specific request by the City for such documentation.
 - B. In addition to any other reporting requirements by AZGOLF under the terms of the agreement, AZGOLF shall provide copies to the City of all environmental permits, certifications, and other reports or written correspondence relating to any federal, state, or local environmental regulations. AZGOLF shall provide copies of such permits, certifications, reports and correspondence to the City's Environmental Resource Division at the time that such permits, certifications, reports or correspondence are obtained from, filed with, or sent to the applicable governmental entity or agency, without any specific request by the City for such documentation.
- 9.5 Environmental Maintenance and Repairs. AZGOLF shall be solely responsible, at its own cost for any and all violations of federal, state and local environmental regulations and the property and all improvements "real or chattel" shall be maintained within the scope of all environmental regulatory guidelines. AZGOLF is responsible for all underground storage tanks or equipment used to monitor or access environmental equipment.

HOURS OF OPERATION: USE OF FACILITIES

10. **Hours.** Unless otherwise agreed to in writing by the City and except for closures, interruptions or delays resulting from inclement weather, natural disasters, fires, water shortages, riot, war, the negligence or fault of the City or its employees, agents or Licensees, or other events or circumstances beyond AZGOLF reasonable control, AZGOLF shall keep the golf course and driving range open for business each and every day; provided that AZGOLF may, in its discretion, close the golf course and driving range for up to fifteen (15) days each fall for purposes of overseeding the GLGC Property. AZGOLF shall not operate the driving range between the hours of 10:00 p.m. and sunrise without the written consent of the City, which the City may withhold in its sole discretion.
 - 10.1 **Golf Uses.** The golf course and driving range shall be used for tournaments, leagues and lessons in such a manner as to provide the general public with a substantial opportunity to use the same.
 - 10.2 **Golf Carts.** AZGOLF shall not require any golfer to use or rent golf carts (electrical, gas or pull) in order to use the golf course. At all times that the golf course is open for play, AZGOLF shall maintain at least twenty (20) riding golf carts available for rental to the public.
 - 10.3 **Playing; Use Fees.** AZGOLF shall have the right to set all fees charged to customers of the golf course and driving range, which fees may be less than, comparable to, or more than those fees charged by competing metropolitan Phoenix-area public golf courses and driving ranges providing similar services. AZGOLF shall not increase any greens fees, cart fees, driving range fees or club-rental fees without first giving the City thirty (30) days' written notice of such increases, but such increases shall not require the approval of the City. Notwithstanding any provision herein to the contrary, AZGOLF may, in its discretion, offer discounts to junior or senior golfers and/or to Glendale residents using course or driving range.

ADDITIONAL OPERATIONAL OBLIGATIONS

11. **Safety Standards.** AZGOLF shall operate and manage the golf course and driving range in a safe manner comparable to other publicly owned golf courses providing similar facilities and services. AZGOLF shall maintain a high standard of service at least equal to that of other competing public golf courses in the metropolitan Phoenix area which are listed on Exhibit D.
12. **Food and Beverage.** AZGOLF shall operate a restaurant or snack bar offering coffee and a reasonable selection of soft drinks, snacks and other meals typically found at a golf course restaurant grill. AZGOLF shall at all times maintain a minimum of the Maricopa County Health Department Gold or "A" rating for its food and beverage operation.
13. **Additional Services.** AZGOLF shall perform all the following services, at its own cost, in connection with its operations on the GLGC Property:

- A. Provide and maintain all equipment and machinery necessary for the proper maintenance of the Property.
- B. Accept telephone and walk-in reservations for tee times in a manner and number which AZGOLF determines will maximize the use and enjoyment of the golf course.
- C. Supervise and control all play on, and use of, the GLGC Property.
- D. Provide the services of an adult on-site manager at all times that the golf course or driving range is open for play.
- E. Provide golf lessons and instruction to persons of all skill levels.
- F. Render the customary and usual services of golf instruction.
- G. Represent the golf course and driving range in accordance with standards accepted by the golf industry.
- H. Provide an adequate supply of golf clubs and pull carts for rental to the public.
- I. Use its best reasonable efforts to control the conduct and demeanor of AZGOLF employees, agents and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, immediately take all lawful steps necessary to remove the cause of the objection.
- J. Use its best reasonable efforts to conduct its operations in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- K. Implement and maintain reasonable security procedures.
- L. Do nothing which may result in the commission of a nuisance, waste or injury on the GLGC Property.

14. **Assignment.** This License Agreement is in the nature of a personal services contract not subject to assumption or assignment under 11 U.S.C. Section 365 (Bankruptcy Code). AZGOLF shall not assign or sublease any of its interest under this Agreement, without the prior consent of the City, which consent shall not be unreasonably withheld or delayed. The City may, as a condition of assumption of the License or assignment approval, require that any potential assignee submit such biographical and financial information to the City as the City reasonably deems necessary. It shall be unreasonable for the City to withhold its consent to any proposed assignee or sublessee who: (a) has a tangible net worth at the time of assignment or sublease sufficient to perform the duties and obligations of AZGOLF Licensee; (b) has a demonstrable record of golf course operations experience (retention of a substantial number of AZGOLF's senior management team shall automatically be deemed to satisfy this requirement); and (c) has a good reputation in the business community and would otherwise qualify to do business

with the City. For purposes of this section, a sale of more than 50% of the membership interests by AZGOLF to a third party unrelated to the AZGOLF or its current members shall be deemed an assignment of this Agreement.

15. **Advertising Signs.** AZGOLF may install on the Property, subject to the City's sign ordinance, signs identifying its business. The number, general type, size and location of signs must be approved in writing by the City before installation.
16. **Default; Termination by City.**
 - A. The City may terminate this Agreement by giving AZGOLF thirty (30) days' written notice after the occurrence of any of the following events:
 1. The failure of AZGOLF to materially perform any of its obligations under this Agreement, if AZGOLF fails to cure its default within the thirty (30)-day notice period; or if a cure is not reasonably possible within thirty (30) days and such default has not been caused by the gross negligence or willful misconduct of AZGOLF management level personnel (i.e., at or above the level of golf course manager), the failure of AZGOLF to initiate action necessary to cure the default and to diligently proceed with such action until the default is cured.
 2. The taking of possession for a period of ten (10) days or more of substantially all of the personal property used on the Property belonging to AZGOLF by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree, or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
 3. The filing of any lien against the GLGC Property because of any act or omission of AZGOLF which is not discharged within thirty (30) days of receipt of actual notice by AZGOLF, unless AZGOLF initiates necessary action to remove such lien within thirty (30) days and diligently proceeds with such action until the lien is removed.
 - B.
 4. The City may place AZGOLF in default of this Agreement by giving AZGOLF twenty (20) days' written notice of AZGOLF's failure to timely pay the base fee provided for in this Agreement or any other charges required to be paid by AZGOLF pursuant to this Agreement. During said twenty (20)-day notice period, AZGOLF shall cure said default, otherwise the City may elect to terminate this Agreement, exercise the "Remedies of the Landlord" as set forth in Arizona Revised Statutes, Title 33, or exercise any other remedy allowed by law or equity. This cure time period shall not apply to defaults based upon the willful, intentional or grossly negligent misrepresentation to the City of Gross Revenues used as a basis for calculating the appropriate amount due under this License. The City's legal remedies are not mutually exclusive, nor waived by the City should one remedy be chosen over the other. Neither AZGOLF, nor any of its agents or representatives shall encumber, mortgage, hypothecate, or use as collateral, the City-owned Glen Lakes Golf Course Property and attached

improvements. Should AZGOLF desire to make capital improvements to the Property which require the pledging of its license interest, AZGOLF representatives shall meet with City representatives to discuss any capital improvements to, or remodeling of, the course or its amenities. The City reserves its right of approval and written consent to any capital improvement, remodeling, or redevelopment plan.

- C. The City may terminate this Agreement immediately, upon written notice to AZGOLF, if AZGOLF abandons its operations on the Property. For purposes of this Agreement, AZGOLF shall be conclusively deemed to have abandoned its operations at any time AZGOLF fails to offer or provide the services required by this Agreement for a period of ten (10) consecutive days without the written consent of the City, unless such failure is because of circumstances beyond AZGOLF's control such as, but not limited to, weather, infestation of, or fungus in, the grass, or lack of water.
- D. If a decision is made by the City to sell the Property prior to the expiration of this Agreement, it reserves the right to do so. If so, the City shall notify in writing AZGOLF no more than 30 days after said decision and provide AZGOLF with a ninety (90) day period of time to cease operations and vacate the Property. AZGOLF will be reimbursed for all documented expenses under Section 6 of this Agreement ("AZGOLF Improvements") incurred during the term of this Agreement, in addition to \$6,000 for each month of operation not fulfilled by AZGOLF as a result of ending this Agreement prior to its termination date.
- D. If AZGOLF at any time fails to maintain any insurance required by this Agreement, the City shall have the right, upon written notice to AZGOLF, to terminate this Agreement if AZGOLF has not acquired the insurance within ten (10) days of the date of the notice and/or to secure the required insurance at AZGOLF expense.
- E. Upon termination of this Agreement for any reason, all rights of AZGOLF shall terminate including all rights of AZGOLF creditors, trustees and assigns and all other similarly situated as to the Property.
- F. If, at any time during the term of this Agreement, there shall be filed by, or against, AZGOLF in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of AZGOLF, or if AZGOLF makes an assignment for the benefit of creditors, this Agreement, at City's option, may be canceled and terminated. In that event, neither AZGOLF nor any person claiming through or under AZGOLF by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the licensed GLGC Property, but shall promptly quit and surrender the GLGC Property.
- G. Failure by the City to take any authorized action upon default by AZGOLF of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by AZGOLF.

17. **Default; Termination By AZGOLF.** AZGOLF may terminate this Agreement at any time it is not in default in its obligations under this Agreement by giving the City thirty (30) calendar days' written notice after the happening of any of the following events:
- A. The failure of the City to materially perform any of its obligations under this Agreement, if the City fails to cure its default within the thirty (30)-day notice period; or if a cure is not reasonably possible within thirty (30) days and such default has not been caused by the City's gross negligence or intentional misconduct, the failure of the City to initiate necessary action to cure the default and to diligently proceed with such action until the default is cured.
 - B. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining AZGOLF use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty (30) consecutive days.
 - C. The inability of AZGOLF to use any substantial portion of the Property for a period of thirty (30) consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
 - D. The material breach of any of the City's representations and warranties set forth in this Agreement.

18. **Indemnity; Insurance; Bond.**

- A. **AZGOLF Indemnity.** AZGOLF will defend, indemnify and hold harmless, the City, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees, costs, and disbursements as a result of: (a) any claim or lawsuit for all damages or injuries of any kind or nature (including death) to all persons, and to all property damage to the extent caused by, resulting from or arising out of or in connection with the negligent, reckless or intentional acts of AZGOLF, or the subcontractors, employees, servants, agents, officers thereof; (b) the use, management or operation of the GLGC by AZGOLF, or the subcontractors, employees, servants, agents, officers thereof; or (c) the performance of, or failure to perform, the obligations under this Agreement.
- B. **City Indemnity.** The City will defend, indemnify and hold harmless AZGOLF its officers, agents, members, and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees, costs, and disbursements, as a result of: (a) any claim or lawsuit for all damages or injuries of any kind or nature (including death) to all persons, and to all property damage to the extent solely caused by, resulting from or arising out of or in connection with the negligent, reckless or intentional acts of City or the subcontractors, employees, servants, agents, officers of City; (b) the use, of the GLGC by City, or any of its invitees; or (c) the performance of, or failure to perform, the obligations under this Agreement.

- C. **Insurance Requirements.** AZGOLF, performing as an independent contractor, is fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees throughout the term of this Agreement and any renewals; the City shall have no responsibility of liability for such insurance coverage.
1. AZGOLF must provide to the City of Glendale a copy of the policy or a certification by the insurance carrier showing the AZGOLF to have in effect during the term of this Agreement a Commercial General Liability Insurance policy, which shall be the primary coverage for AZGOLF activities under this Agreement.
 2. The coverage limits of such insurance shall not be less than those listed as follows:
 - (i) The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. The certificate and policy shall name the City of Glendale as an additional insured and shall be primary and non-contributory coverage.
 - (ii) The City shall also be an additional insured to the full limits of the liability insurance purchased by AZGOLF even if those limits of liability are in excess of those required by this Agreement.
 - (iii) The City reserves the right to terminate any AZGOLF Agreement if the AZGOLF fails to maintain such insurance coverage.
 - (iv) AZGOLF must provide certification of insurance compliance within ten (10) calendar days after its execution of this Agreement. Certification must include name and address of insurance company; policy number; liability coverage amounts; and a statement the policy will not be canceled or failed to be renewed without thirty (30) calendar days' written notice to the City.
 - (v) The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Agreement.
- D. **Minimum Scope and Insurance.** AZGOLF must obtain and maintain, at a minimum, commercial general liability insurance in the amount of \$2,000,000 per single limit per occurrence. Such insurance must include broad form contractual coverage, property damage and personal injury coverage, products/completed operations coverage, premises/operations coverage, personal/advertising injury coverage, and, if applicable, host liquor liability coverage. The general aggregate limit shall be twice the occurrence limit. Commercial automobile liability insurance for all owned, non-owned, and hired vehicles in the amount of \$2,000,000 combined single limit for bodily injury and property damage per occurrence.

1. Acceptance by City Risk Manager. The insurance must be in a form satisfactory to, and from a company acceptable to, the City's Risk Manager; shall name the City as an additional insured; and shall require thirty (30) calendar days' written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Agreement.
2. Workers' Compensation. AZGOLF must be in full compliance with the provisions of the Arizona Workers' Compensation Law A.R.S. § 23-901 et seq., as amended, and all rules and regulations of the Industrial Commission of Arizona. AZGOLF shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona. AZGOLF further agrees to require any and all Subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by AZGOLF, or any of his Subcontractors, shall be considered the employees of AZGOLF, or its Subcontractor(s).
3. City's Self-Insurance. City may self-insure or obtain Commercial General Liability Insurance, in City's sole discretion, to cover City's obligation to indemnify AZGOLF and the Service Provider as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of City under this Agreement.
4. Permits. AZGOLF shall be responsible for determining and securing, at its expense, any and all licenses and permits that are required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the GLGC. During the term of the Agreement, AZGOLF must notify the City in writing, within two (2) business days, of any suspension, revocation or cancellation of any required license or permit.

GENERAL PROVISIONS

19. **Immigration Law Compliance.**
 - A. AZGOLF warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
 - B. Any breach of warranty under this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- C. City retains the legal right to inspect the papers of AZGOLF or its employee(s) or Subcontractors who perform work under this Agreement to ensure that AZGOLF and its employee(s) are compliant with the warranty under this Section.
 - D. City may conduct random inspections, and upon reasonable request of City, AZGOLF will provide copies of its papers and records demonstrating continued compliance with the warranty under this Section. AZGOLF agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.
 - E. AZGOLF agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon AZGOLF and expressly accrue those obligations directly to the benefit of the City.
 - F. AZGOLF's warranty and obligations under this Section to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.
 - G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 19.1 Notice. All notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:
- To the City: City of Glendale
Attention: Parks, Recreation and Library Services Executive
Director
5850 West Glendale Avenue
Glendale, Arizona 85301
- with a copy to: City of Glendale
Attention: City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301
- To AZGOLF: AZGOLF
15655 West Roosevelt Street, Suite 222
Goodyear, Arizona 85338
- 19.2 Taxes. AZGOLF will pay any taxes imposed on AZGOLF in connection with the services provided under this Agreement.

- 19.3 Compliance with Laws. AZGOLF will at all times comply with all federal, state and local laws, rules and regulations which are applicable to its operations at the GLGC (including the Americans with Disabilities Act), including all laws, rules and regulations adopted or amended after the effective date of this Agreement.
- 19.4 Discrimination Prohibited. AZGOLF shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, political affiliation or national origin and shall comply with the City's adopted affirmative action program for equal employment opportunities. AZGOLF shall not, on grounds of race, color, religion, sex, age disability, political affiliation or national origin, deny any services, furnish any benefit which is different from that provided to others, subject any person to segregated or separate treatment at the GLGC, or in any manner or process related to receipt of any service or benefit, restrict the enjoyment of any privilege enjoyed by others receiving such service or benefit.
- 19.5 Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements. This Agreement shall be interpreted and enforced under the laws of the State of Arizona according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought. The terms of this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.
- 19.6 Binding Agreement. Subject to any limitation on assignment under this Agreement, all terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors, and assigns.
- 19.7 Conflicts. This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

(Signatures appear on the following page.)

EXHIBIT A

Legal Description for Glen Lakes Municipal Golf Course

Part of Section 32, Township 3 North, Range 2 east of the Gila and Salt River base and Meridian, described as follows:

The West one-half of the Southwest one-quarter of Section 32, except the North 800 feet and except the South 370 feet and except the West 40 feet, and

The West 235.46 feet of the South 370 feet of the Southwest one-quarter of the Southeast one-quarter except the South 40 feet and except the West 40 feet.

Exhibit B

QUANTITY	ITEM
1	Sears Coldspot freezer (older model), avocado green color with black lid (working)
1	Kenmore freezer, model #23207
1	Plastic/metal 4 x 2 card table
1	Jordan glass front fridge (6 feet tall)
1	4 slice toaster
1	2 burner coffee warmer
12	Square tables
31	Brown chairs
1	Mantowoc ice machine
1	Star 6115 grill
1	Yamaha beverage cart
2	EZGo workhorses w/trailer
1	Jacobson 3800
1	5 gang rough mower w/ plastic rollers
1	McLane steel cart path edger
1	3 wheel cushman Turf Truckster (carries boom sprayer)
1	Echo Backpack blower
1	Weed eater
1	Toro top dresser machine
1	Echo power hedge trimmer
1	Lely fertilizer spreader
1	Reel grinder
1	Air compressor with attachments
1	Arc Welder
1	Gas Welder
1	Range ball picker
1	Power range ball washer w/ storage cage
1	Power range ball washer

EXHIBIT C Operational Standards

The operational period shall be daily from daylight to 10:00 P.M., seven days per week, and 365 days a year including holidays. The Licensee shall provide written rationale for closing the course for maintenance or times deemed necessary.

Golf Course Fees

The Licensee shall collect all fees associated with golf course operations.

Method of Payment

Monies shall be collected and deposited daily at Licensee's expense. The Licensee shall remit the base rent due along with reports required by the Parks and Recreation Department to the City of Glendale on a monthly basis, on or before the 20th day of the month.

Cash Collection System

Should the City implement an electronic cash collection system, the selected Licensee shall, at the Licensee's expense, be required to connect to the system using City approved equipment and software or revise reporting formats or forms.

Credit Cards

Licensee shall be required to accept two or more major credit cards for fees charged. All charges related to the acceptance of such cards shall be borne at the expense of the Licensee.

Sale of Alcohol and Tobacco Products

The Licensee shall adhere to all laws applicable to the sale of alcohol. The Licensee shall be responsible for the acquisition of all necessary permits and licenses. There shall be no sale of tobacco products in vending machines during the contract term or any extensions if awarded.

Sales and Rental Limitations

Any plan of operation submitted by the Licensee shall include provisions for preventing problems that may arise from private cart operation or any other potential liability. The Licensee shall have the exclusive right to sell or rent golf cart related equipment, provide golf lessons and provide all food and beverage concessions.

Signage

The Licensee shall not place any signage or advertisement upon any property of the City or upon any fence, vehicle, or fixture without approval by the Parks and Recreation Director or designee. The City will have the right to remove any sign that may be installed without prior approval. The Licensee shall at all times provide signage that complies with the City signage ordinances.

Cross Marketing

The Licensee shall agree to promote other departmental activities, facilities, and concessions by prominently displaying related brochures, schedules or other such parks and recreation literature. The Licensee shall maintain any sign, awning, canopy, decoration, lettering and any other advertising which has been approved by the Licensee and Parks and Recreation Director or designee.

Golf Course Maintenance

The Licensee shall accomplish the normal maintenance of the golf course in a proper manner, consistent with golf industry best practices, including but not limited to irrigating, applying required chemicals, sodding, mowing, aerifying, top dressing replacing sand in bunkers, and over seeding. The Licensee shall be responsible, at its cost, for any new additions to and the continuing maintenance and repair of all the related properties, fixtures, plantings, and furniture and related equipment, plumbing, electrical, natural gas and cable television systems.

Within sixty (60) days of the signing of the contract, the Licensee shall submit a detailed grounds maintenance plan consistent with the Licensee's projected cash flow budget to the Parks and Recreation Director or designee for approval. This detailed plan will be required to be submitted annually by the end of August each year of the contract. The detailed annual grounds maintenance plan shall address the standards included herein and include, but not be limited to, the following: monthly schedule of chemical applications (including fertilizer by analysis, herbicide by type, fungicide by type, pesticide by type, etc.) schedule of green, tee and fairway aerification, schedule of over seeding, schedule of bunker repair and maintenance, tee divot repair schedule, anticipated equipment acquisition, maintenance equipment inventory, integrated pest management plan, and any other items pertinent to the maintenance of the greens, tees, fairways, roughs, trees and landscape on the golf course as well as the parking lots.

Greens, Tees and Fairways

Mowing. The Licensee shall mow greens daily ranging from 0.125" ~ 0.250" depending on weather and time of year. Mowing direction must be varied each time the greens are mowed. The Licensee shall mow all tee areas at a height ranging from 0.375" ~ 0.625" no less than three times per week at an interval not to exceed three days. The Licensee shall mow fairways a minimum of twice a week at a height of 0.500" ~ 0.625" during the active growing season and as needed for the balance of the year. Contour mowing of the greens and fairways shall be followed.

Cups and Tee Set Ups. The Licensee shall change cup locations daily meaning each day the course is open for play. The Licensee shall move all tee markers daily.

Aerification. The Licensee shall aerate all greens and tees, a minimum of two times per year. Three times is recommended typically in April, July and September. This will be done with a tine aerifier using deep 3/8" to 5/8" coring tines. Cores shall be removed following aerification and prior to top dressing. Fairway aerification shall be performed two times a year. Aeration holes shall not exceed a spacing of six inches on center or be a diameter of less than 1" and a maximum penetration of 5". Cores shall be reduced using a drag mat and/or mower following aerification.

Topdressing. The Licensee shall topdress all greens and tees after aerification. Topdressing shall be done with sufficient sand to fill in the aerification holes. Excess sand shall be dragged off the green. Greens may require additional treatments as needed to maintain a smooth putting surface. Topdressing material shall be washed sand similar in particle size to the rootzone profile.

Vertical Mowing. The Licensee shall perform a light vertical mowing of all greens to prevent buildup of organic matter and thatch to stimulate optimum turf growth. The Licensee shall perform a heavy vertical cutting on all greens prior to overseeding in the fall. The Licensee shall perform a heavy vertical mow on all fairways as necessary to control mat or thatch build up at least annually.

Spiking. The Licensee shall perform spiking of all greens as needed between aerations to maintain proper water infiltration.

Fertilization. The Licensee shall fertilize all greens and tees at a rate to provide a minimum of actual available material per year of 12 pounds per 1000 square ft. of actual nitrogen (3 pounds per square ft. for tees & fairways), 3 pounds per 1000 square ft. of actual phosphorus, and 6 pounds per 1000 square ft. of actual potash and other trace elements as required to maintain growth, color and integrity of the turf. The use of slow release, soluble quick release, or liquid fertilizer shall be based on the results of soil analysis.

Soil Analysis. The Licensee shall perform a soil analysis of all putting greens and randomly selected tees and fairways within 12 months of the Execution Date. Samples shall be analyzed by an accredited laboratory and the results submitted to the City. Thereafter, soil analysis shall be done by Licensee at such time as the City and the Licensee mutually agree as necessary.

Fungicide. The Licensee shall perform appropriate applications on all greens at a preventative rate when climactic conditions favor sporulation of fungal pathogens. Additional applications at a curative rate shall be required to control fungus activity and prevent damage to the turf when disease is present. In the event of fungal infestation, an additional soil analysis shall be performed to determine the recommended course of action.

Pre-Emergent. The Licensee shall apply pre and post emergent chemicals to the greens, surrounding fairways, tees, roughs and planting areas using an impregnated granular fertilizer or in liquid form. Chemicals shall be applied according to product labels to prevent the germination of weeds difficult to eradicate. Intrusion of weeds into the greens shall be a goal of pre-emergent applications.

Weed Control. The Licensee shall keep all tee areas, fairways, fence lines and parking lots weed free to an extent of at least 90% of the area by the proper application of approved pre-emergent and post-emergent herbicides.

Insecticide. The Lessee shall treat all greens on a preventative basis in the spring and fall on a curative basis to prevent damage to the turf. Licensee shall submit an Integrated Pest Management (IPM) plan to the Parks and Recreation Department within sixty (60) days following the start of the contract as well as an annual IPM plan by the end of January each year of the contract. The Licensee must be a certified and licensed applicator.

Over seeding. The Licensee shall over seed all greens from November to April using a suitable mixture of poa trivialis and perennial rye grass approved by the City. The Licensee shall over seed all tee areas at a rate of not less than 20 pounds per 1000 square ft. from November April using a perennial rye. The Licensee shall over seed defined fairways. The seed used shall be a perennial rye at a minimum application rate of 375 pounds per acre.

Staking. The Licensee shall stake all trees, as necessary, to protect and establish sufficient size to stand unassisted.

Pruning. The Licensee shall prune all trees, as necessary, for the protection from wind and pests as well as for appearance, safety and playability of the golf course. Proper pruning techniques shall be approved by the City using ANSI Tree Standards.

Tree Irrigation. The Licensee shall water all trees to provide adequate moisture for proper growth.

Mowing Around Trees. The Licensee shall not mechanically remove grass within one foot of the trunk.

Tree Removal and Replacement. All damaged trees, with the approval of the City of Glendale, shall be removed and replaced by the Licensee. Tree debris shall be removed or chipped to be used as mulch. Tree stumps shall be removed by a mechanical stump grinder or manually. Mutually agreed upon replacement trees will be expensed to the annual capital improvement reserve fund.

Turf Irrigation. The Licensee shall repair where possible all heads, valves, valve boxes, filters, controllers, wiring, pipe, pumps, motors and computers as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, landscape etc.) on an ongoing basis. If irrigation repairs cannot be completed by the Licensee and third party contractors are necessary, then with the permission of the City, Licensee will contract with the approved third party vendor to complete the necessary repairs and all related expenses will be charged to the equipment and replacement reserve fund as approved by the City. The Licensee shall irrigate all greens, tees, fairways and rough on the golf course in a sufficient manner to maintain healthy turf grass. The Licensee shall monitor the daily evapo-transpiration (ET) rate on the golf course. The Licensee shall visually inspect the course daily to observe indications of plant wilting and ensure the turf does not reach the permanent wilting point.

Fences. The Licensee shall repair all broken or damaged fencing within one week of occurrence. The Licensee shall repair or replace all fences, gates and locking devices needed for the protection of the golf course or equipment with similar or like material.

Edging. The Licensee shall on a weekly basis edge all sidewalks, patios and areas around the clubhouse, valve boxes, meter boxes and backflow devices.

Bunkers. All sand bunkers shall be edged, at a minimum, bi-weekly with a neat lip, raked daily and filled with fresh sand as needed to maintain a 6" depth on the bottom and a 4" depth on the slopes. Replacement sand shall be washed sand, silt free to ensure proper drainage of bunkers. Greenside bunkers shall be maintained with sand that conforms to industry standards dealing with the construction and topdressing of greens.

Construction and Remodeling. The Licensee shall receive prior approval from the City before any changes in the physical characteristics of any buildings or the movement of more than 20 cubic yards of material in any single area of the golf course occurs.

Staffing

Lessee shall staff and operate the Glen Lakes Golf Course with appropriate staffing, following accepted industry best practices and at a level that will meet general expectations of the golfing public. There will be an organizational structure headed by a management staff person that will oversee operations, with a minimum of three to five (3-5) years of experience in golf course management and demonstrated ability to manage and develop staff. The Lessee will also employ professional staff that will be responsible for operating and maintaining the golf course and its surrounding grounds and facilities in a manner and level that meets similar maintenance, aesthetic and operating standards used in the golf industry. Lessee will also be responsible for operating and staffing the clubhouse and pro shop areas to match golf course hours of operation.

Pest Control. The Licensee shall provide a level of pest control to eliminate such pests from the clubhouse, food preparation, and food storage and disposal areas. A Gold rating from the Maricopa County Health Department is required.

Trash and Debris Removal. Trash and debris removal will be at the Licensees expense. The Licensee will take special care to insure minimal problems from refuse odors, insects, etc.

Damages and Repairs. The Licensee shall be responsible for all drainage issues that may develop as a result of nature and compaction. Repairs will be made to bare spots created through play and wet spots which may occur. Damage reports (including pictures) should be made to document any problems and are to be submitted to the City as they occur.

Cart Paths. Bridges and Walkways. The Licensee shall maintain all cart paths and all concrete areas around the clubhouse in a smooth condition, free of structural cracks or trip hazard defects and repair promptly as needed. The Licensee shall maintain all walkways, cart paths and pedestrian ways in a safe condition. Floors shall be maintained free of trip hazards caused by protruding nails or knots.

Tools and Equipment. The Licensee shall provide, at its expense, all power tools, machines and equipment necessary to perform work as specified. All equipment must be maintained in a condition to ensure safe and effective performance. Licensee will provide at all times the necessary fleet to maintain the golf course and submit a current inventory list reflecting the status of existing equipment.

Material Safety Data Records. The Licensee shall provide a Material Safety Data Sheets (MSDS) for each chemical or material used in the performance of work, or stored at the golf course, as required by applicable law. The disposal and storage of all chemicals shall comply with the regulations of the Environmental Protection Agency (EPA), state and local laws and regulations. Materials used should be selected from the most current, safest and effective materials available to the landscape industry trade.

Permits and Licenses. The Licensee shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the golf course. Such fees shall be included in and are part of the total proposal cost. The Licensee shall notify the Glendale Community Services Director or designee in writing, during the term of the contract, within two (2) working days, of any suspension, revocation and renewal.

Safety. Within thirty (30) days of execution of the Agreement, the Licensee shall submit an emergency operation plan which is reasonably acceptable to the City. This plan shall outline general procedures in advance for all foreseeable reasonable emergency situations including but not limited to, customer safety, personnel injuries, sickness, rowdiness, vandalism, intoxication, fire, smoke, power outage, etc. The Licensee shall not be required to incur significant costs and time in the preparation and amendment of the plan. The Licensee shall immediately report all accidents and safety incidents by telephone and or e-mail to the Community Services Director or designee. In addition, the Licensee shall report all accidents and safety incidents in writing to the Community Services Director or designee within four (4) hours of constructive knowledge of said accidents or incidents arising out of or in connection with operational management of the golf course, which results in injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or damages are caused, the same shall be reported immediately by telephone to the Director or designee. The report shall include a complete description of the accident or safety incident including an explanation of what occurred, the probable cause and the actions taken by all parties and proposed follow-up action to minimize recurrence of the accident or incident. The Licensee shall also make available its employees to be interviewed by investigators of the accident or incident and to testify in any legal proceedings. The Licensee shall meet all OSHA requirements for safety. Licensee shall conduct monthly safety meetings with staff and provide documentation to the Community Services Director or designee.

Utilities. The Licensee is responsible for all utility related costs associated with the operation and maintenance of the golf course facility.

EXHIBIT D

Comparison Courses

In entering into this Agreement, the City and Licensee have foremost in mind providing public access to enjoyable golf course services and facilities of the customary to a nine-hole metropolitan public golf course. To accomplish this end, Licensee shall maintain and operate the Glen Lakes Golf Course (the "Course") according to standards equal to or higher than those maintained at other similar facilities in Maricopa County, Arizona all as reasonably determined by the City. For purposes of this Agreement, the golf courses listed below (the "Comparison Courses") shall be deemed to be similar facilities. The City shall have the right by written notice from time to time in its reasonable discretion to designate other comparable public golf courses in Maricopa County as additional or new Comparison Courses. Without limitation, Licensee shall operate the Course in a manner which is customary to a nine-hole metropolitan public golf course; shall furnish prompt and courteous service; and shall keep the Course attractively maintained, orderly, clean, sanitary and in an inviting condition at all times, all to the reasonable satisfaction of the City. So long as Licensee complies with the maintenance standards set forth in the Lease and operates within the approved budgets, the City shall be deemed to be satisfied. Licensee shall not employ any person on or about the Course who shall fail to be courteous, efficient and neat in appearance or who shall use improper, obnoxious or rude language or act in a loud or boisterous or otherwise improper manner. No nudity or adult entertainment of any sort is permitted at the Course.

<u>Name</u>	<u>Address</u>
Bellaire Golf Course	Phoenix, AZ
Rolling Hills Golf Course	Tempe, AZ
Palo Verde Golf Course	Phoenix, AZ
Villa De Paz Golf Course	Phoenix, AZ
Desert Mirage Golf Course	Glendale, AZ

EXHIBIT E

As stated in Section 3 of this License Agreement, “in-kind” community programming can be the cash value of any combination of the following items (the bullet list below is provided for illustrative examples and is not meant to be a limitation) provided by the Licensee:

- Posted discounted rounds for senior and junior players. (This can be in the form of monthly and annual passes)
- The provision of free junior and senior citizen golf tournament and workshops
- Discounted range passes
- Volunteer opportunities for juniors to better learn the golf industry and the local operation (mentoring program); a range marshal
- Partnering for the “Summer Hook A Kid On Golf” program
- Special market targeting with discount rates or special lessons
- Sponsorship of a Play Golf America Program
- Discounted items (golf paraphernalia, food, non-alcoholic refreshments) provided to patrons to encourage use or for a public purpose.
- The pursuit of PGA golf scholarships and the First Tee Program
- Equipment scholarships & discounted equipment and apparel for youth
- Lunch specials targeting at-risk youth
- The value of use of “rentable space” for official city functions.
- The development and/or construction of a youth golf development center
- Partnering with the City for fund-raising purposes such as “Hole in One” contests and “Glow Stick Golfing”
- Providing lessons through the City’s SIC program & programs (free tutorials, introductory programs, workshops, etc.)
- Grassroots programs that reach out to low/mod income areas to make golf accessible and affordable.
- SNAG Golf (NRPA’s “Starting New at Golf” Program)
- Development of a GLGC Scholarship program for underprivileged kids
- Any other agreed to golf programming that benefits Glendale residents free of charge



Legislation Description

File #: 15-721, Version: 1

RESOLUTION 5038: ADOPT A RESOLUTION OF SUPPORT FOR A FINANCIAL POLICY RELATED TO CASH AND BUDGET APPROPRIATION TRANSFERS

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution of support for a revised financial policy related to cash and budget appropriation transfers.

Background

Budget appropriation transfers are necessary to properly manage expenditures during a fiscal year. Staff is proposing an update to the Cash and Budget Appropriation Transfer Policy to ensure timely Council notification, transparency, proper public notification, efficient operations, and accountability.

Currently, City of Glendale appropriation and cash transfers are governed by Article VI, Section 11 of the City Charter and Financial Policies as presented in the Annual Budget document. The City Charter reads as follows:

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

Additional information is listed in the Annual Budget document under Financial Guidelines section, Numbers 12, 13, and 14 of the Financial Policies.

12. Carryover of unspent appropriation from one fiscal year to the next is not automatic. The Finance and Technology Department staff will evaluate carryover requests and make recommendations to the City Manager. Recommended requests will be included in the City Manager's budget presented to Council

13. Salary savings will be retained to the greatest extent possible to build fund balance. Salary savings may be used for expenses upon City Manager's approval. Salary savings may be used for expenses between fund/departments upon Council approval within the last three months of the fiscal year.

14. Total fund appropriation changes must be approved by the Council. These changes must also comply with the city's Alternative Expenditure Limitation in accordance with Article IX, Section 20,

Constitution of Arizona and A.R.S. § 41-563 where final budget adoption sets the maximum allowable appropriation for the upcoming fiscal year.

- a. Council must approve use of any fund's contingency appropriation.
- b. The City Manager may authorize a transfer of unencumbered appropriation balance within an individual city office, department or agency at any time during the fiscal year.
- c. Council must approve any inter-departmental appropriation transfers during the last three of the fiscal year.
- d. Council must approve inter-fund cash and appropriation transfers (i.e., transfers between funds) during the last three months of the fiscal year.
- e. Procedures for requesting Council approval of appropriation transfers and delegation of budget responsibility will be set by the City Manager.
- f. If a budget appropriation is restricted to the last three months of the fiscal year for a necessary expenditure in the first nine months of a fiscal year, staff will seek approval from Council to exceed budget appropriation with a corresponding transfer in the last three months of the fiscal year. In order to maintain budgetary control, staff may seek Council approval to reduce budgetary appropriation, throughout the fiscal year, in order to ensure adequate funding exists to process the transfer within the last three months of the fiscal year.

In order to understand how transfers function, it is important to distinguish between the types of transfers and the level of budgetary control.

- Cash Transfers - These transfers are rare. This is a transfer of cash between funds with no associated budget appropriation transfer. These transfers are typically used when a fund does not have adequate cash but does have adequate budgetary authority for particular spending purposes.
- Cash and Appropriation Transfers - This is a transfer of cash with an associated budget appropriation transfer between funds. These transfers are typically used to fund and establish budget for a specific purpose in a separate fund.
- Appropriation Transfers - This is a budget appropriation transfer, typically within the same fund, with no corresponding transfer of cash. These transfers are the most common to accommodate day-to-day operational needs.

An effective transfer policy ensures that budget and cash transfers comply with the intent of restricted funds, comply with the City Charter, are transparent, and ensure operations are conducted efficiently.

Analysis

Based on the need to comply with the City Charter, ensure the integrity of restricted funds, remain transparent, and conduct business efficiently, staff is proposing changes to the City's Cash and Budget Appropriation Transfer Policy:

A. Purpose and Restrictions

Current process: The Cash and Budget Appropriation Transfer Policy does not include the definition of a fund.

Proposed change: Staff is proposing the policy be revised to define a fund as “as a balanced set of accounts which appears as a column for reporting purposes in either the “Basic Financial Statements” or the “Combining Financial Statements” sections of the City’s Comprehensive Annual Financial Report (CAFR).

B. Contingency & Miscellaneous Grant Appropriation Transfers

Current Process: Miscellaneous Grant Appropriation Transfers - These types of transfers are not specific to any particular department. Miscellaneous grant appropriation transfers can be authorized by Council throughout the fiscal year.

Proposed change: Staff is proposing the policy be revised to indicate Miscellaneous Grant Transfers may be approved by the City Manager throughout the fiscal year.

C. Approval of Expenditures in Excess of Budget Appropriations

Finally, circumstances exist that require posting of expenditures prior to adequate funding being approved through the transfer process. In order to not delay posting of expenditures, and therefore, accurately reflect City spending, staff is proposing the following policy surrounding expenditures:

Current Process: 1. Non- Payroll - If a budget appropriation is restricted to the last three months of the fiscal year for a necessary expenditure in the first nine months of a fiscal year, staff will seek approval from Council to exceed budget appropriation with a corresponding transfer in the last three months of the fiscal year. In order to maintain budgetary control, staff may seek Council approval to reduce budgetary appropriation, throughout the fiscal year, in order to ensure adequate funding exists to process the transfer within the last three months of the year. **2. Payroll** - All payroll expenditures will be recorded immediately. If payroll expenditures exceed the budgetary appropriation control, the Financial Services Department will either 1) reclass the expenditures, as necessary, to an appropriate fund/department, or 2) seek approval of a budgetary appropriation transfer within the guidelines of this Cash and Budget Transfer Policy.

Proposed change: There may be emergency situations where a transfer is required before it is possible to obtain formal Council approval. In such cases, the Finance and Technology Department will advise the City Manager of the emergency condition and request approval. Upon approval, the Finance and Technology Department will seek Council ratification at the first possible Council meeting.

Previous Related Council Action

On December 10, 2013 the City Council adopted Resolution 4759 Financial Policies Related to Appropriation and Cash Transfers.

Glendale City Charter Article VI, Section 11 currently governs appropriation transfers.

Community Benefit/Public Involvement

The community benefit of the City’s budget policies and budgetary control processes demonstrates sound financial decisions are made through a transparent and public process.

Budget and Financial Impacts

There is no budget impact with the proposed resolution.

RESOLUTION NO. 5038 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE,
MARICOPA COUNTY, ARIZONA, SUPPORTING A FINANCIAL
POLICY RELATED TO CASH AND BUDGET APPROPRIATION
TRANSFERS.

WHEREAS, Glendale City Charter, Part I, Article VI, Section 11 authorizes the City Manager, by ordinance, to transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency; and

WHEREAS, at the request of the City Manager and within the last three months of the fiscal year, the council may, by ordinance, transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another; and

WHEREAS, the Financial Policies, as presented in the Annual Budget book which further define budget appropriation transfers policies require updating.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following Cash and Budget Appropriation Transfer Policy is hereby authorized:

[See Exhibit A attached hereto and
incorporated herein by reference.]

SECTION 2. That the City Manager is hereby authorized to update the Financial Policies, as presented, and the Annual Budget book, to be consistent with the Cash and Budget Appropriation Transfer Policy in the form attached hereto.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager
p_budget_cash transfers.doc

Exhibit A

Cash and Budget Appropriation Transfer Policy

A. Purpose & Restrictions

The following policy is established to implement an effective and efficient process by which the adopted City budget may be amended.

Throughout the course of the fiscal year, amendments to the budget are necessary to address new issues, increased prices, changes in scope of existing projects, and unforeseen issues affecting City operations. This policy applies to all cash and budget appropriation transfers initiated by the Mayor and City Council, the City Manager's Office, and/or departments. The City's Finance and Technology Department will process budget amendments in the financial management system, following appropriate authorization by the Mayor and City Council, the City Manager, and a Department Director.

For non-departmental operations, it may be necessary to transfers certain unanticipated amounts during the course of a fiscal year for unforeseen expenditures. These **contingency** appropriation transfers are not specific to any particular department and are established each fiscal year to cover unforeseen operation expenses, revenue shortages, or capital project acceleration as approved by Council. These funds can only be directed by Council during the fiscal year. Similar to contingency, the Council approves appropriations for **Miscellaneous Grants** which are not specific to any particular department and are established to cover unanticipated grants received during the fiscal year. The policy covering these types of transfers is covered in the **Contingency & Miscellaneous Grant Appropriation Transfers** section below.

Article VI, Section 11 of the City Charter establishes the legal restriction for budget appropriation transfers and reads as follows.

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

For the purpose of this policy, a department is defined as the separate departmental unit presented in the City's most current organizational chart.

For the purpose of this policy, a fund is defined as a balanced set of accounts which appears as a column for reporting purposes in either the "Basic Financial Statements" or the "Combining Financial Statements" sections of the City's Comprehensive Annual Financial Report (CAFR).

B. Policy

Based on the purpose and restrictions surrounding cash and budget transfers, the following policy sets forth the restrictions surrounding cash and budgetary appropriation transfers.

Cash Transfers

Cash transfers between funds can only be authorized by Council in the last three months of the fiscal year.

Cash & Appropriation Transfers Between Funds

Cash and associated budget appropriation transfers between funds can only be authorized by Council in the last three months of the fiscal year.

Appropriation Transfers

1. *Between Funds*- Budget appropriation transfers between funds can only be authorized by Council approval in the last three months of the fiscal year.
2. *Between Departments*- Budget appropriation transfers between departments can only be

authorized by Council approval in the last three months of the fiscal year.

3. *Within the Same Fund, Within the Same Department*- Budget appropriation transfers within the same fund and within the same department can be authorized by City Manager approval throughout the fiscal year.

4. *Between Capita/Improvement Projects*

a. *Between Departments*- Capital improvement project budget appropriation transfers for projects managed between departments can be only authorized by Council approval in the last three months of the fiscal year.

b. *Within Departments*- Capital improvement project budget appropriation transfers within the same department, and the same fund, can be authorized by City Manager approval throughout the fiscal year.

Restricted Fund Transfers

Cash and/or appropriation transfers into, and out of, restricted funds can only be authorized by Council approval. Only transfers within the intent of the restricted funds will be approved by Council. For restricted fund transfers, the Council shall be provided with a) justification that such transfers are consistent with restricted fund purposes, b) assurance that the transfer has been legally reviewed by the City Attorney, and c) assurance that the transfer meets the restrictions set out in this transfer policy.

Contingency & Miscellaneous Grant Appropriation Transfers- These types of transfers are not specific to any particular department.

1. *Contingency*- Contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.

2. *Miscellaneous Grants*- Miscellaneous Grant appropriation transfers can be authorized by the City Manager throughout the fiscal year.

C. Approval of Expenditures in Excess of Budget Appropriations

There may be emergency situations where a transfer is required before it is possible to obtain formal Council approval. In such cases, the Finance and Technology Department will advise the City Manager of the emergency condition and request approval. Upon approval, the Finance and Technology Department will seek Council ratification at the first possible Council meeting.

D. Authorization Levels:

A summary of the transfer type and authorization level is presented below.

	Authorization Level
Cash Transfers (Between Funds)	Council
Cash & Appropriation Transfers (Between Funds)	Council
Appropriation Transfers	
Between Funds	Council
Between Funds – Same Departments	Council
Same Fund – Different Departments	Council
Same Fund – Same Department	City Manager
Contingency Appropriation	Council
Miscellaneous Grants	City Manager
Appropriation Transfers – Between Capital Improvement Projects	
Between Departments	Council
Same Fund – Same Department	City Manager



Legislation Description

File #: 15-722, Version: 1

ORDINANCE 2967: FISCAL YEAR 2014-15 BUDGET AMENDMENTS - 4TH QUARTER

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Policy Guidance

This is a request for City Council to waive reading beyond the title and adopt an ordinance approving certain Fiscal Year 2014-2015 (FY14-15) budget amendments. The City of Glendale's FY14-15 budget appropriation across all funds remains unchanged with this action. Exhibit A contains the requested appropriation and cash transfers between departments and funds consistent with Article VI, Section 11 of the City Code and consistent with Resolution No. 4759 supporting the Cash and Budget Appropriation Transfer Policy.

Background

A budget amendment is required to transfer appropriation authority or cash between funds. The budget represents a planning document for spending that is established in advance of the fiscal year. Budget amendments are typically needed to reflect changes to the spending plan during the course of the year. Cash transfers can occur with a corresponding appropriation transfer between funds to be used to fund and establish a budget for a specific purpose in a separate fund. Cash only transfers can also occur between funds to establish funding for current or future appropriated expenditures.

As actual spending activity occurs, transfers of appropriation authority within and between departments and funds are required to reflect changes to the initial spending plan. Changes to the initial spending plan typically arise from:

- Actual expenses being higher than originally budgeted;
- Unexpected expenses associated with unforeseen circumstances;
- Planned spending patterns do not occur when work plans are modified to address changing circumstances; and
- Reconciliation of carryover estimates (usually for capital improvement projects) included in the adopted budget.

On December 10, 2013, Council adopted Resolution No. 4759 New Series supporting the Cash and Budget Appropriation Transfer Policy which requires cash and appropriation transfers between departments or between funds be approved by Council. This policy is compliant with Article VI, Section 11 of the City Charter.

Transfer of Appropriations

Part I, Article VI, Section 11 of the City Code states the following:

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

Analysis

This request is to: a) transfer cash between funds, and b) transfer budget appropriations. All the transfers are within the restrictions of the City Charter and within the Cash and Budget Appropriation Transfer Policy.

Requested Budget Amendments - Exhibit A

The budget amendments reported in Exhibit A in the attached ordinance are:

a) Lines 1-3, Transfers of cash between funds

These consist of cash transfers between the Water and Sewer Funds to the debt service fund for the annual debt service payments. Transfer of cash from PFC debt service fund which is being closed out to the M.P.C. debt service fund. Close out of National Events fund - used for Super Bowl activity - transfer cash back to General Fund.

b) Lines 4-9, Transfers of budget appropriation - Operations

These consist of appropriation only transfers to the Civic Center for additional overtime and increased operating expenses. Transfer to the Stadium - Fire Event Staffing for additional overtime and payroll expenses. Transfer to the Arena Management Fee for additional Bank Fees. Transfer to Camelback Ranch - Police Event Staffing for payroll related expenses. Transfer to PW- Equipment Replacement for purchase of prior year budgeted vehicles paid for in FY 15. Transfer to Public Safety - Training Center, Facilities Management for increased vehicle shop charges.

Line 10, Transfer of budget appropriation - Non-Departmental

This transfer is for budget appropriation only to Non-Departmental Rebates to pay for an increase in rebated sales taxes.

Lines 11-13, Transfers of budget appropriation- Return unused contingency

These transfers are to reverse a previously approved budget transfer request for the Fire Department to use contingency for additional overtime and training expenses. The additional appropriation was not used by the end of the year and the appropriation is being returned to contingency.

Line 14, Transfer of budget appropriation - Contingency

The Public Works Department, Sanitation is requesting department contingency appropriation for unplanned repair and maintenance expenses.

Line 15, Transfers of budget appropriation- Debt Service

This transfer is for appropriation to pay the city's annual G.O. Debt Service due to the recent bond refunding transaction.

This is the third request of FY 2014-15 Council approved transfers which can only be approved in the fourth quarter of a fiscal year.

Previous Related Council Action

On August 25, 2015, Council approved Ordinance 2957 supporting Fiscal Year 2014-2015 Budget Amendments.

On May 26, 2015, Council approved Ordinance 2939 supporting Fiscal Year 2014-2015 Budget Amendments.

On December 10, 2013, Council approved Resolution 4759 New Series supporting the Financial Policy on Appropriation and Cash Transfers.

Community Benefit/Public Involvement

The community benefit of the City's budget policies and amendment process demonstrates sound financial decisions are made through a transparent and public process. Ultimate budgetary decisions align with the strategic direction of the City and provide the public with information on service provided and Council priorities.

Budget and Financial Impacts

The City of Glendale's total FY 2014-15 budget appropriation across all funds remains unchanged. The FY 2014-15 budget amendments shown in Exhibit A of the attached ordinance are associated with the movement of appropriation authority and cash between departments and funds.

ORDINANCE NO. 2967 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF CASH AND APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2014-2015 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another; and

WHEREAS, Resolution 4759 authorizes the City Council to approve cash transfers between funds in the last three months of the fiscal year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following transfers of cash and appropriation authorization in the adopted Fiscal Year 2014-2015 budget are hereby authorized:

[See Exhibit A attached hereto and incorporated herein by reference.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

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FY 2015 Budget Amendment 4th QTR

Exhibit A

	Transfer From...					Transfer To...					
	Reason for Transfer	Fund	Div	Division Description	Acct	A=Approp C=Cash	Amount	Fund	Div	Division Description	Acct
1	Transfer cash to debt service fund - Water Services	2360	02360	Water Services - Operations	702380	C	\$ 24,879,764	2380	02380	Debt Service- Water & Sewer	602360
2	Transfer cash to M.P.C. debt service fund - close old fund	1930	01940	Debt Service- PFC	701940	C	\$ 58,144	1940	01940	Debt Service - M.P.C.	601930
3	Transfer cash to General Fund - close out old fund	1010	01010	Nat'l Events	701010	C	\$ 333,533	1000	01000	General Fund	601000
							Sub-Total Cash Transfers:	\$ 25,271,441			
	Reason for Transfer	Fund	Div	Division Description	Acct	A=Approp C=Cash	Amount	Fund	Div	Division Description	Acct
4	Appropriation Transfer for increased expenses at Civic Center	1000	14690	Community Services- Audio/Visual	500200	A	\$ 2,351	1740	11710	Civic Center	522700
5	Appropriation Transfer for increased expenses at Stadium	1281	16840	Stadium - Transportation Ops	518200	A	\$ 1,632	1281	12520	Stadium - Fire Event Staffing	551400
6	Appropriation Transfer for increased bank fees in the Arena Management	1282	16830	Arena - Transportation Ops	518200	A	\$ 1,425	1282	11415	Arena Management Fee	520430
7	Appropriation Transfer for increased expenses at Camelback Ranch	1283	12485	CBRanch - Fire Event Staffing	518200	A	\$ 592	1283	12195	CBRanch-Police Event Staffing	500200
8	Appropriation Transfer for prior year carryover vehicles	1000	13450	Public Works -Field Ops	513600	A	\$ 161,987	1120	13610	PW -Equipment Replacement	551400
9	Appropriation Transfer for increased Facility expenses at Public Safety Training Ce	2530	12590	PS Training Ops - Fire	518200	A	\$ 38,053	2530	13480	PS Training Ops - Fac. Mgmt	518200
10	Increase refund of sales tax rebates	1790	11400	AZSTAS- Stadium Refund	518200	A	\$ 268,926	1000	11801	Non- Departmental - Rebates	534700
11	Reverse prior budget transfer	1000	12422	Fire Operations	500600	A	\$ 500,000	1840	34001	Public Safety Grants- Dept. Contingency	510200
12	Reverse prior budget transfer	1000	12422	Fire Operations	518200	A	\$ 35,000	1840	34001	Public Safety Grants- Dept. Contingency	510200
13	Reverse prior budget transfer	1000	12422	Fire Operations	505200	A	\$ 100,000	1840	34001	Public Safety Grants- Dept. Contingency	510200
14	Request Contingency for unplanned expenses - Sanitation	2480	11906	Fund 2480 Contengency	510200	A	\$ 246,864	2480	17840	Residential-Loose Trash Collec	532400
15	Increase debt service payment from bond refinancing	1940	89932	Debt Service - M.P.C. Debt	561400	A	\$ 26,223	1900	89901	Debt Service - G.O. Debt	561400
							Sub-Total Appropriation Transfers:	\$ 1,383,053			
							Total Cash Transfers:	\$ 25,271,441			
							Total Appropriation Transfers:	\$ 1,383,053			



Legislation Description

File #: 15-727, Version: 1

ORDINANCE 2968: FISCAL YEAR 2015-16 BUDGET AMENDMENTS

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Policy Guidance

This is a request for City Council to waive reading beyond the title and adopt an ordinance approving certain Fiscal Year 2015-2016 (FY15-16) budget amendments. The City of Glendale's FY15-16 budget appropriation across all funds remains unchanged with this action. Exhibit A contains the requested appropriation transfers between departments and funds consistent with Article VI, Section 11 of the City Code and consistent with Resolution No. 4759 supporting the Cash and Budget Appropriation Transfer Policy.

Background

A budget amendment is required to transfer appropriation authority or cash between funds. The budget represents a planning document for spending that is established in advance of the fiscal year. Budget amendments are typically needed to reflect changes to the spending plan during the course of the year. Cash transfers can occur with a corresponding appropriation transfer between funds to be used to fund and establish a budget for a specific purpose in a separate fund. Cash only transfers can also occur between funds to establish funding for current or future appropriated expenditures.

As actual spending activity occurs, transfers of appropriation authority within and between departments and funds are required to reflect changes to the initial spending plan. Changes to the initial spending plan typically arise from:

- Actual expenses being higher than originally budgeted;
- Unexpected expenses associated with unforeseen circumstances;
- Planned spending patterns do not occur when work plans are modified to address changing circumstances; and
- Reconciliation of carryover estimates (usually for capital improvement projects) included in the adopted budget.

On December 10, 2013, Council adopted Resolution No. 4759 New Series supporting the Cash and Budget Appropriation Transfer Policy which requires cash and appropriation transfers between departments or between funds be approved by Council. This policy is compliant with Article VI, Section 11 of the City Charter.

Transfer of Appropriations

Part I, Article VI, Section 11 of the City Code states the following:

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

Analysis

This request is to: a) transfer contingency budget appropriation, and b) transfer capital project budget appropriations. All the transfers are within the restrictions of the City Charter and within the Cash and Budget Appropriation Transfer Policy.

The budget amendments reported in Exhibit A in the attached ordinance are:

a) Line 1, Request for transfer of contingency appropriation

This transfer is to request contingency appropriation for the City Attorney's Office for additional, unplanned outside attorney fees.

Lines 2-24, Request for transfer of grant contingency appropriation

These transfers are to request miscellaneous grant contingency appropriation for various grants that have been awarded to the city and have already been accepted by the Council.

b) Lines 25-44, Request for transfers to reconcile FY14-15 Capital Improvement Project Carryover to FY15-16 Budget.

These transfers are to return project appropriation for projects where the expenditures were higher than originally estimated at FY14-15 year end. As a result, these require a budget reduction in FY15-16 to reflect the amounts spent during the prior year.

Lines 45-63, Request for transfer to reconcile FY14-15 Capital Improvement Project Carryover to FY15-16 Budget.

These transfers are to request additional project appropriation for projects where the expenditures were lower than originally estimated at FY14-15 year end. As a result, these projects require contingency appropriation to fully fund the projects for FY15-16.

This is the first request of FY 2015-16. Staff anticipates additional transfers for FY 2015-16 will be brought to the Council for approval during the fiscal year.

Previous Related Council Action

On December 10, 2013, Council approved Resolution 4759 New Series supporting the Financial Policy on

Appropriation and Cash Transfers.

Community Benefit/Public Involvement

The community benefit of the City's budget policies and amendment process demonstrates sound financial decisions are made through a transparent and public process. Ultimate budgetary decisions align with the strategic direction of the City and provide the public with information on service provided and Council priorities.

Budget and Financial Impacts

The City of Glendale's total FY15-16 budget appropriation across all funds remains unchanged. The FY15-16 budget amendments shown in Exhibit A of the attached ordinance are associated with the movement of appropriation authority between departments and funds.

ORDINANCE NO. 2968 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF CASH AND APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2015-2016 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another; and

WHEREAS, Resolution 4759 authorizes the City Council to approve cash transfers between funds in the last three months of the fiscal year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following transfers of cash and appropriation authorization in the adopted Fiscal Year 2015-2016 budget are hereby authorized:

[See Exhibit A attached hereto and incorporated herein by reference.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

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Reason for Transfer	Transfer From...				A=Approp C=Cash	Amount	Transfer To...			
	Fund	Div	Division Description	Acct			Fund	Div	Division Description	Acct
1 Contingency Request for outside legal fees	1000	11901	General Fund Contingency	510200	A	\$ 350,000	1000	10615	City Attorney- Outside Legal Fees	518200
2 Grant Contingency Request	1840	33021	Grant Appropriation- Police	510200	A	\$ 36,148	1840	33232	DUI Enforcement Grant - Overtime Pay	500600
3 Grant Contingency Request	1840	33021	Grant Appropriation- Police	510200	A	\$ 2,241	1840	33232	DUI Enforcement Grant - Social Security	503400
4 Grant Contingency Request	1840	33021	Grant Appropriation- Police	510200	A	\$ 11,087	1840	33232	DUI Enforcement Grant - Retirement	505000
5 Grant Contingency Request	1840	33021	Grant Appropriation- Police	510200	A	\$ 524	1840	33232	DUI Enforcement Grant - Medicare	505400
6 Grant Contingency Request	1840	33021	Grant Appropriation- Police	510200	A	\$ 1,000	1840	33169	USS Electronic Crimes Task Force- Supplies	524400
7 Grant Contingency Request	1840	33021	Grant Appropriation- Police	510200	A	\$ 10,097	1840	32105	Victims Right Grant - Prof. and Contractual	518200
8 Grant Contingency Request	1840	33021	Grant Appropriation- Police	510200	A	\$ 3,744	1840	33226	TO Nation Tablet Grant-Equipment	521000
9 Grant Contingency Request	1650	37200	Grant Appropriation- Transportation	510200	A	\$ 213,693	1650	37209	FTA Grant - Shop Charges	532400
10 Grant Contingency Request	1840	35004	Grant Appropriation - Parks& Rec	510200	A	\$ 10,000	1840	35025	AZSTA Trails Enhancement	550800
11 Grant Contingency Request	1840	36006	Grant Appropriation-Library	510200	A	\$ 41,789	1840	36052	LSTA GO Mobile Grant- Supplies	524400
12 Grant Contingency Request	1840	36006	Grant Appropriation-Library	510200	A	\$ 3,000	1840	36050	LSFA Grant- Supplies	524400
13 Grant Contingency Request	1840	36006	Grant Appropriation-Library	510200	A	\$ 2,000	1840	36050	LSFA Grant- Program Expenses	517300
14 Grant Contingency Request	1840	36006	Grant Appropriation-Library	510200	A	\$ 1,000	1840	36053	LSTA Grant- Community Activity	531200
15 Grant Contingency Request	1840	36006	Grant Appropriation-Library	510200	A	\$ 21,450	1840	36053	LSTA Grant- Supplies	524400
16 Grant Contingency Request	1840	32118	Misc. Grant Appropriation	510200	A	\$ 8,832	1840	36505	Glendale Habitat Garden - Prof. and Contractual	518200
17 Grant Contingency Request	1840	32118	Misc. Grant Appropriation	510200	A	\$ 465	1840	36505	Glendale Habitat Garden - Supplies	524400
18 Grant Contingency Request	1840	32118	Misc. Grant Appropriation	510200	A	\$ 69,000	1840	32156	Violence Prosecutors Office Grant - Salaries	500200
19 Grant Contingency Request	1840	32118	Misc. Grant Appropriation	510200	A	\$ 4,000	1840	32156	Violence Prosecutors Office Grant -Social Security	503400
20 Grant Contingency Request	1840	32118	Misc. Grant Appropriation	510200	A	\$ 9,000	1840	32156	Violence Prosecutors Office Grant - Retirement	503800
21 Grant Contingency Request	1840	32118	Misc. Grant Appropriation	510200	A	\$ 7,000	1840	32156	Violence Prosecutors Office Grant - Benefits	504000
22 Grant Contingency Request	1840	32118	Misc. Grant Appropriation	510200	A	\$ 1,000	1840	32156	Violence Prosecutors Office Grant - Medicare	505400
23 Grant Contingency Request	1840	32118	Misc. Grant Appropriation	510200	A	\$ 8,000	1840	32156	Violence Prosecutors Office Grant -Temp Pay	500400
24 Grant Contingency Request	1840	32118	Misc. Grant Appropriation	510200	A	\$ 2,000	1840	32156	Violence Prosecutors Office Grant -Prof. Development	511400
Sub-Total Appropriation Transfers:						\$ 817,070				



Legislation Description

File #: 15-729, **Version:** 1

RESOLUTION 5039: AUTHORIZATION TO ENTER INTO THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT AMONG THE CITY OF GLENDALE, THE TOHONO O'ODHAM NATION AND THE TOHONO O'ODHAM GAMING ENTERPRISE

Staff Contact: Michael D. Bailey, City Attorney

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing and entering into the First Amendment to the Settlement Agreement among the City of Glendale, the Tohono O'odham Nation and the Tohono O'odham Gaming Enterprise.

Background

In 2003, the Tohono O'odham Nation (Nation) purchased approximately 134 acres generally located at the southwest corner of 91st and Northern Avenues. In 2009, the Nation submitted an application to the Bureau of Indian Affairs to have the property taken into trust by the U.S. Government and held for the benefit of the Tohono O'odham Nation in order for the Nation to conduct gaming activity on the property.

On July 3, 2014, the Assistant Secretary of the Department of the Interior issued a decision that 53.54 acres of the property would be in trust for the benefit of the Nation under the terms of the Gila Bend Indian Reservation Lands Replacement Act.

Previous Related Council Action

On January 20, 2015, Glendale City Council adopted Resolution No. 4919 New Series, reaffirming the adoption of Resolution No. 4783 New Series, Resolution No. 4828 New Series and Resolution No. 4840 New Series and opposing any federal legislation that would prevent or restrict gaming on the Tohono O'odham Nation's West Valley Reservation.

On August 12, 2014, Glendale City Council approved and entered into a settlement agreement with the Tohono O'odham Nation relating to property located at approximately 91st and Northern Avenues.

On August 12, 2014, Glendale City Council adopted Resolution No. 4840 New Series, expressing the City's support for the creation of an Indian reservation on property within the Glendale Municipal Planning Area and operation of a gaming facility on such property and desire to settle outstanding issues between the City of Glendale and Tohono O'odham Nation.

On July 15, 2014, Glendale City Council adopted Resolution No. 4828 New Series, repealing Resolution No. 4246 and expressing the City's support for the creation of an Indian reservation on the Property located at

approximately 91st and Northern Avenues for the purpose of gaming.

On March 25, 2014, Glendale City Council adopted Resolution No. 4783 New Series opposing House of Representatives Bill 1410 "Keep the Promise Act of 2013".

On October 13, 2013, Glendale City Council directed the City Manager and City Attorney to undertake a fact finding mission with the Tohono O'odham Nation in a good faith attempt to discuss and resolve outstanding issues, including pending litigation and disputes about the Nation's construction and operation of gaming on the property.

On August 7, 2009, Glendale City Council adopted Resolution No. 4246 New Series, opposing the Nation's application and directing the City Manager and City Attorney to take all reasonable, necessary and prudent actions to oppose the Tohono O'odham Nation's application filed with the Secretary of the Interior and the Bureau of Indian Affairs.

RESOLUTION NO. 5039 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT AMONG THE CITY OF GLENDALE, THE TOHONO O'ODHAM NATION AND THE TOHONO O'ODHAM GAMING ENTERPRISE.

WHEREAS, in 1986, the United States Congress enacted the Gila Bend Indian Reservation Lands Replacement Act, which authorized the Tohono O'odham Nation to acquire new lands to replace lands damaged by flooding cause by the Painted Rock Dam and required the United States to hold eligible replacements lands in trust for the benefit of the Nation; and

WHEREAS, in 2003 the Tohono O'odham Nation purchased approximately 134 acres generally located at the southwest corner of 91st and Northern Avenues (the "Property"); and

WHEREAS, the Property is contiguous to the City of Glendale; and

WHEREAS, in 2009, the Tohono O'odham Nation submitted an application to the Bureau of Indian Affairs to have the Property taken into trust by the U.S. Government and held for the benefit of the Tohono O'odham Nation in order for the Nation to conduct gaming activity on the Property; and

WHEREAS, on April 7, 2009, the City Council of the City of Glendale adopted Resolution No. 4246 New Series, opposing the Tohono O'odham Nation's application filed with the Secretary of the Interior and the Bureau of Indian Affairs, and directing the City Manager and City Attorney to take all reasonable, necessary and prudent actions to oppose the Tohono O'odham Nation's application filed with the Secretary of the Interior and the Bureau of Indian Affairs; and

WHEREAS, the City of Glendale and the Tohono O'odham Nation instituted numerous legal actions, including, but not limited to, an action captioned *Tohono O'odham Nation v. City of Glendale, et al.*, currently pending before the United States Court of Appeals for the Ninth Circuit (Case Nos. 11-16811, 11-16823, and 11-116833)(the "*Annexation Litigation*"); and

WHEREAS, on April 9, 2013, Representative Trent Franks introduced in the 113th Congress, House of Representatives Bill 1410, entitled "Keep the Promise Act of 2013," setting forth among other things a prohibition of gaming activities on certain Indian lands in Arizona, including the Property; and

WHEREAS, on October 13, 2013, the City Council of the City of Glendale directed the City Manager and City Attorney to undertake a fact-finding mission with the Tohono O'odham Nation and enter into negotiations with the Tohono O'odham Nation in a good faith attempt to discuss and resolve outstanding issues, including but not limited to, pending litigation and disputes about the Nation's construction and operation of gaming on the Property; and

WHEREAS, on March 25, 2014 the City Council of the City of Glendale adopted Resolution No. 4783 New Series, opposing House of Representatives Bill 1410, entitled "Keep the Promise Act of 2013"; and

WHEREAS, on July 3, 2014, the Assistance Secretary of the United States Department of the Interior issued a decision that 53.54 acres of the Property must be acquired in trust for the benefit of the Nation under the terms of the Gila Bend Indian Reservation Lands Replacement Act; and

WHEREAS, on July 15, 2014, the City Council of the City of Glendale adopted Resolution No. 4828 New Series, repealing Resolution No. 4246 and expressing the City of Glendale's support for the creation of an Indian reservation on the Property and lack of objection to the utilization of the Property for gaming; and

WHEREAS, on August 12, 2014, the City Council approved a Settlement Agreement between the City, Nation and Gaming Enterprise settling all disputes between the Parties relating to the Property, including, but not limited to, their disputes about the Nation's construction and operation of the WVR Project on the Property.

WHEREAS, the Settlement Agreement contemplates Class III Gaming being conducted on the Property and provides for payments made in consideration of settling litigation, legislative pursuits, to fund the operation of a local government agency, to promote the Nation's economic development and other rights and obligations set forth in the Settlement Agreement. The purpose of this First Amendment is to amend the Settlement Agreement so that Nation's obligation to make annual payments to the City will be triggered by the Nation operating either Class II Gaming or Class III Gaming at the West Valley Resort.

WHEREAS, the City of Glendale, the Tohono O'odham Nation and the Tohono O'odham Gaming Enterprise wish to amend the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the First Amendment to the Settlement Agreement among the City of Glendale, the Tohono O'odham Nation and the Tohono O'odham Gaming Enterprise be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary to effectuate said amendment on behalf of the City of Glendale.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale,
Maricopa County, Arizona, this _____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager
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**FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT AMONG THE CITY OF
GLENDALE, THE TOHONO O’ODHAM NATION, AND
THE TOHONO O’ODHAM GAMING ENTERPRISE**

This First Amendment is made and entered into on _____ 2015 (the “*Effective Date*”), among the Tohono O’odham Nation (“*Nation*”), the Tohono O’odham Gaming Enterprise (“*Gaming Enterprise*”), and the City of Glendale (“*City*”) (collectively, the “*Parties*”). The Gaming Enterprise’s obligations under this Agreement are limited to those obligations expressly stated to be obligations of the Gaming Enterprise and no others.

RECITALS:

A. The City Council approved the Settlement Agreement between the City, Nation, and Gaming Enterprise (the “**Agreement**”) on August 12, 2014.

B. The Agreement settles all disputes among the Parties relating to the Property, including, but not limited to, their disputes about the Nation’s construction and operation of the WVR Project on the Property.

C. The Parties agree that they benefit from the Agreement and the payments set forth in the Agreement, as hereby amended, were and are not an assessment, tax or fee, but were and are made in consideration of settling litigation, legislative pursuits, to fund the operation of a local government agency, to promote the Nation’s economic development and other rights and obligations set forth in the Agreement.

D. The Parties acknowledge and agree that Glendale has reasonably relied upon the opinion letters from counsel required by Section 20 of the Agreement, as additional consideration for entering into the Agreement and this First Amendment.

E. Since the approval of the Agreement by the City Council, the Nation has considered operating the West Valley Resort with Class II gaming devices.

F. The purpose of this First Amendment is to amend the Agreement so that Nation’s obligation to make annual payments to the City will be triggered by the Nation operating either Class II Gaming or Class III Gaming at the West Valley Resort.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this First Amendment, the Parties, confirm and agree as follows:

1. Modifications of the Agreement.

- A. The definition of “Class III Gaming” on page 2 of the Agreement will be deleted and replaced with the following:

“Class II Gaming” and “Class III Gaming” have the meanings given to the terms in the Compact.

- B. In every instance where the term “Class III Gaming” appears in Sections 3 and 9 of the Agreement, the term will be deleted and replaced with “Class II Gaming or Class III Gaming.”

2. Confirmation of the Agreement. As modified in Paragraph 1 above, the Agreement, and all of its terms and conditions, are hereby reconfirmed.

3. Conflict of Interest. This First Amendment is subject to the terms of A.R.S. § 38-511.

4. Counterparts. For convenience, this First Amendment may be executed in one or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument. The Agreement, as modified by this First Amendment, constitutes the entire agreement between the Parties and supersedes all previous written or oral agreements or understandings regarding the subject matter of the Agreement, as modified by this First Amendment.

5. Definitions and Conflicting Provisions. Unless otherwise separately defined in this First Amendment, all capitalized terms contained herein shall be given the meaning set forth for such terms in the Agreement. All of the terms, provisions and conditions of the Agreement, this First Amendment or any other agreement to which the City, the Nation, and the Gaming Enterprise are or may become parties which are not expressly modified, amended or clarified by this First Amendment (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect. In the event of any conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall control. The Parties acknowledge and agree that the Parties shall have a right to rely, and will be relying, on the terms, provisions and conditions of this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date(s) written below.

Signature page to follow

City of Glendale

By: _____
Richard Bowers, Acting, City Manager

Date: _____

Approved as to Form:

By: _____
Michael D. Bailey, City Attorney

By: _____
Pamela Hanna, City Clerk

Tohono O’odham Gaming Enterprise

By: _____
Angelina Listo, Chairwoman

Date: _____

Approved as to Form:

By: _____
Britt E. Clapham II, General Counsel

Tohono O’odham Nation

By: _____
Edward D. Manuel, Chairman

Date: _____

Approved as to Form:

By: _____
Laura Berglan, Acting Attorney General



Legislation Description

File #: 15-689, **Version:** 1

RESOLUTION 5040: 2015 SPECIAL RECALL ELECTION CANVASS OF VOTE

Staff Contact: Pamela Hanna, City Clerk

Purpose and Recommended Action

This is a request for City Council to adopt a resolution declaring and adopting the results of the November 3, 2015 Special Recall Election. Staff is requesting Council waive reading beyond the title and pass, adopt and approve a resolution containing the Special Recall Election results.

Background

A.R.S. § 16-642 (A) requires that “the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.”

The Special Recall Election was called on May 29, 2015 after the Recall Councilman Gary Sherwood Committee submitted a sufficient number of signatures to require a Recall Election.

Previous Related Council Action

On May 29, 2015, the Council adopted Resolution 4959, calling for the Special Recall Election to be held on November 3, 2015.

RESOLUTION NO. 5040 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING THE OFFICIAL CANVASS OF VOTES CAST IN THE CITY OF GLENDALE SPECIAL RECALL ELECTION HELD NOVEMBER 3, 2015; DECLARING THE RESULTS OF THE SPECIAL RECALL ELECTION FOR THE SAHUARO DISTRICT; AND ORDERING THAT A CERTIFIED COPY OF THIS RESOLUTION BE RECORDED.

WHEREAS, the City of Glendale held a Special Recall Election Tuesday, November 3, 2015, for the purpose of filling the office of Councilmember in the Sahuaro District; and

WHEREAS, A.R.S. § 16-642 requires that the City Council canvass the returns of the election not less than six days nor more than 20 days following the election; and

WHEREAS, the City Council, having canvassed the returns of the November 3, 2015 Special Recall Election, finds the returns to be as stated in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the total number of ballots rejected was ____ (Exhibit A).

SECTION 2. That the total number of provisional ballots to be verified at said Special Recall Election, shown on Maricopa County's Provisional Ballots printout (Exhibit B), was _____. Of these ____ ballots to be verified were found to be invalid.

SECTION 3. That the total number of ballots cast at said Special Recall Election, as shown by the Precinct Canvass report, was _____ (Exhibit C).

SECTION 4. That the votes cast for the candidates for Councilmember were as follows:

<u>District/Name</u>	<u>Vote Total</u>
----------------------	-------------------

SAHUARO DISTRICT

Malnar, Ray	_____
Sherwood, Gary S.	_____

SECTION 5. That it is hereby found, determined, and declared of record that the following candidate did receive the greatest number of votes cast for the office Councilmember in the Sahuaro District and is hereby issued a certificate of election:

SAHUARO DISTRICT

SECTION 6. That Exhibits A through C attached to this resolution include a detailed canvass of vote by precinct for the November 3, 2015 Recall Election.

SECTION 7. That the City Clerk be instructed and authorized to forward a certified copy of this resolution for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

RESOLUTION NO. 5040 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING THE OFFICIAL CANVASS OF VOTES CAST IN THE CITY OF GLENDALE SPECIAL RECALL ELECTION HELD NOVEMBER 3, 2015; AND DECLARING THE RESULTS OF THE SPECIAL RECALL ELECTION FOR THE SAHUARO DISTRICT.

WHEREAS, the City of Glendale held a Special Recall Election Tuesday, November 3, 2015, for the purpose of filling the office of Councilmember in the Sahuaro District; and

WHEREAS, A.R.S. § 16-642 requires that the City Council canvass the returns of the election not less than six days nor more than 20 days following the election; and

WHEREAS, the City Council, having canvassed the returns of the November 3, 2015 Special Recall Election, finds the returns to be as stated in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the total number of ballots rejected was ____ (Exhibit A).

SECTION 2. That the total number of provisional ballots to be verified at said Special Recall Election, shown on Maricopa County's Provisional Ballots printout (Exhibit B), was _____. Of these ____ ballots to be verified were found to be invalid.

SECTION 3. That the total number of ballots cast at said Special Recall Election, as shown by the Precinct Canvass report, was _____ (Exhibit C).

SECTION 4. That the votes cast for the candidates for Councilmember were as follows:

<u>District/Name</u>	<u>Vote Total</u>
<u>SAHUARO DISTRICT</u>	
Malnar, Ray	_____
Sherwood, Gary S.	_____

SECTION 5. That it is hereby found, determined, and declared of record that the following candidate did receive the greatest number of votes cast for the office Councilmember in the Sahuaro District and is hereby issued a certificate of election:

SAHUARO DISTRICT

SECTION 6. That Exhibits A through C attached to this resolution include a detailed canvass of vote by precinct for the November 3, 2015 Recall Election.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

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