

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANYBACKFLOW.COM, INC.**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the “City”), and Anybackflow.com, Inc., a(n) Arizona Corporation authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On July 14, 2022 under 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 Trade Services Contract No. ACON 21122 (“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 supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was July 14, 2022, until the date the contract expires on July 13, 2023 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 July 13, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until July 13, 2023. The City may renew the term of this Agreement for supplemental periods up to a maximum of (48) forty-eight months until

the Cooperative Purchasing Agreement expires on 7/13/2027. Glendale 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 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 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 provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any renewals).

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. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. 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 Julie Ossege
7070 W. Northern Avenue
Glendale, AZ 85303
And

Anybackflow.com, Inc.
Jayson Padilla
5728 N. 105th Lane
Glendale, AZ 85307

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

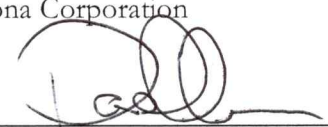
By: _____

Kevin R. Phelps
City Manager

“Contractor”

Anybackflow.com, Inc,
an Arizona Corporation

By: _____


Name: Jayson Padilla
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANYBACKFLOW.COM, INC.**

EXHIBIT A

(City of Peoria Contract No. ACON 21122, Trade Services)



City of Peoria, Arizona Notice of Request for Proposal



Solicitation No.:	P22-0064(I)	Proposal Due Date:	May 23, 2022
Capital Project No.:	N/A	Proposal Due Time:	5:00 P.M. AZ Time
Materials and/or Services:	Trade Services	Purchasing Agent:	Terry Andersen
Contact Phone:	(623) 773-7981	Pre-Proposal Date:	N/A
Contact Email:	Teresa.Andersen@peoriaaz.gov	Pre-Proposal Time:	N/A
		Pre-Proposal Location:	NA

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

OFFER

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

For clarification of this offer contact:

Telephone: 602-810-4014 Fax: 623-877-1146

Name: Jayson Padilla

Email: Jayson@anybackflow.com

AnyBackFlow.com Inc.



Company Name

Authorized Signature for Offer

5728 N 105th Ln

Jayson Padilla

Address

Printed Name

Glendale

AZ

85307

President

City

State

Zip Code

Title

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

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

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

Attested by:

City of Peoria, Arizona. Effective Date: 07/14/2022

Lori Dyckman

Approved as to form:

Lori Dyckman, Acting City Clerk

George Mariscal for



Vanessa P. Hickman, City Attorney

CC: _____

Contract Number:

Contract Awarded Date July 14, 2022

ACON 21122

Official File: _____

Lisa Houg for

Christine Finney, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona



SOLICITATION AMENDMENT

Solicitation Number: P22-0064
 Description/Service: Trade Services
 Solicitation Due Date: May 23, 2022
 Solicitation Due Time: 5:00 PM (AZ Time)
 Amendment Number: One (1)

Page 1 of 1
 Issue Date: 05/17/22

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Phone: (623) 773-7115
 Fax: (623) 773-7118

A signed copy of this Amendment shall be submitted with the vendor's bid/proposal

The following change is hereby made to the RFP, Scope of Work.

Scope of Work, Page 17, Section O. Subcontractors, paragraph 3, REVISED to read as follows:

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

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

Vendor hereby acknowledges receipt and agreement with the amendment


 Signature _____ Date 5/20/22

Jayson Padilla _____ President
 Printed Name _____ Title

AnyBackFlow.com Inc _____
 Company Name



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. PREPARATION OF PROPOSAL:

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

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

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

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

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

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

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

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

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

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

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

12. AWARD OF CONTRACT:

a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

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

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, 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



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creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

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



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14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.
- Force majeure shall not include the following occurrences:
- 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.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.
18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.



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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

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



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Solicitation Number: **P22-0064**

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



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determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
14. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
19. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
20. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
21. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accountspayable@peoriaaz.gov.
22. **Payments:** The City may pay the Contractor monthly, or upon completion of all work. Payment shall be based upon work performed and completed, and upon submission of accurate invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
23. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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



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

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

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

24. **Required Insurance Coverage:**

a. Commercial General Liability

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

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

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

d. Professional Liability



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The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

25. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

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

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

All Certificates of Insurance required by this Contract shall be identified with a bid or contract number and title of the project.

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

27. **Independent Contractor:**

a. General

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

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

c. Other Benefits

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

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

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

29. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

30. **Confidential Information:**



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- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Manager of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Manager makes a written determination.
 - c. The Materials Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Manager determines to disclose the information, the Materials Manager shall inform the bidder in writing of such determination.
31. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
32. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
33. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date
34. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.



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

35. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
36. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.
37. **Business in Arizona:** The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at <https://www.azcc.gov> for more information. Businesses are cautioned the processing time can be lengthy.
38. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
39. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
40. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
 - a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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:
 - i. Deduction from an unpaid balance;



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ii. Any combination of the above or any other remedies as provided by law.

41. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract (not typical), the reimbursable expenses will be as follows. All expenses will be billed to the City *at cost without markup*. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <https://www.visitpeoriaaz.com/local-amenities/where-to-stay>

42. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites.

- a. The City of Peoria Protest Policy and Procedures are available online at <https://www.peoriaaz.gov/government/city-law/city-code>. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
- b. The specific protest procedures are contained in the Materials Management “Procurement Guidelines” and can be accessed at <http://www.peoriaaz.gov/procurement>.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANYBACKFLOW.COM, INC.**

EXHIBIT B
Scope of Work

PROJECT

Contractor shall provide routine inspection, repair, maintenance and replacement of backflow devices throughout the City of Glendale per the scope of work outlined in the City of Peoria Contract No. ACON 21122, Trade Services.



SCOPE OF WORK

Solicitation Number: **P22-0064**

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A. Purpose

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

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

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

The City intends to consider and accept additional proposals from contractors prior to the extension of current awarded contracts. The submitted proposals will be evaluated based on the existing criteria and may be awarded if deemed appropriate. Any newly awarded contracts would be in effect only for the remainder of the original contract term. Contractors that are awarded contracts from the original solicitation will not be required to re-submit proposals, but will have their contracts extended per the terms and conditions if deemed appropriate at time of renewal.

B. Job Quote

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

C. Hourly Rates

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

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

The City will not pay fuel surcharges.

D. Billing

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

All billing invoices must show, at a minimum:

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



SCOPE OF WORK

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

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

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

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

E. Repair Warranties

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

F. Repair and Replacement Parts

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

G. Workmanship

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

H. Materials furnished by the City

The City may choose to supply needed materials, in part or in total, to reduce costs. Materials furnished by the City of Peoria will be delivered, or made available, to the contractor(s) when necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages which may occur after such acceptance.

I. Governing Laws

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

J. Licensing

All contractors must have the appropriate Arizona Contractor's Licenses for each category for which they submit an



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offer. License must be active and current by the due date of this Request for Proposal. A copy of each license must be submitted with response.

K. Permits

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

L. Contractor's Responsibility for Work

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

M. Methods and Equipment

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

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

Any employee assigned by the contractor(s) or any sub-contractor(s), who, in the opinion of the City of Peoria, does not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall, at the written request of the City of Peoria, be removed from the work by the contractor(s) or sub-contractor(s) employing such persons. These persons shall not be assigned again in any City work without prior written approval by the City of Peoria. The contractor(s), or sub-contractor(s), shall hold the City of Peoria harmless from damages or claims for compensation that may occur in the enforcement, of this section. All persons employed under this contract must read and understand the English language.

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

N. Final Inspection and Approval

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

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

O. Subcontractors



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

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

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

P. Cleaning

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

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

Q. Security

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

R. Back orders

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

S. Safety

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

T. Use of City Tools and Equipment

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



SUBMITTAL REQUIREMENTS

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I. QUESTIONS:

All questions regarding the solicitation should be sent in writing to the designated purchasing agent via email or through Messages/Opportunity Q&A on the City of Peoria's Purchasing Portal (Bonfire).

The designated purchasing agent for this solicitation is:

Terry Andersen, Contract Officer
Phone: (623) 773-7981
Email: Teresa.Andersen@peoriaaz.gov

All questions must be submitted no later than the date and time indicated on the City of Peoria's Purchasing Portal (Bonfire).

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.

II. PROPOSAL DUE DATE:

Proposals are due no later than **5:00 P.M. on May 23, 2022**, unless the RFP is otherwise extended or cancelled via formal Solicitation Amendment.

III. INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:

A. Proposals shall be submitted through the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

B. Solicitation Amendments: Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.

The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.

IV. PROPOSAL CONTENT: The following items shall be addressed in the proposal:

A. Contractor Qualifications and Experience

1. Contractor - Provide a brief history of the contractor's history and qualifications /experience in the trade field for which you are proposing, including copies of contractor's license.
2. Staff - Provide a staffing plan identifying the key individuals who will be assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated service (project) manager who will be assigned to work with the City and their credentials.
3. References - Utilizing the Questionnaire, provide a list of three (3) clients with projects similar in scope and size and completed within the last five (5) years.



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B. Understanding and Approach

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

C. Price Sheet

1. For each category proposed, complete the corresponding price sheet with all information requested.
2. Include pricing for items that may not be included in the price sheet.

D. Conformance to RFP:

1. Failure to provide all requested information may result in firm's proposal being rejected as non-responsive.
2. Complete and return all City forms.
3. Exceptions – Any exceptions to any part of the RFP must be clearly noted and identified.

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

- A. Contractor Qualification and Experience
- B. Understanding and Approach
- C. Price Sheet
- D. Conformance to RFP

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



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Listing of Categories

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

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

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



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CATEGORY A

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

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

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

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

NO BID

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



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CATEGORY B

Locksmith: Maintenance Repair and Replacement

Description	Manufacturer & Part #	Mfg. Suggested Price	Discount	City of Peoria Price
Interchangeable Core Locking Systems:				
Uncombined Core 5,6,7 (New) w/labor & materials	_____	_____	_____	_____
New Pinned Core with 2 Keys (w/ labor& materials)	_____	_____	_____	_____
Repinned Core with 2 Keys (Shop) (w/ labor)	_____	_____	_____	_____
Repinned Core with 2 Keys (On Site) (w/labor)	_____	_____	_____	_____
Cut Keys Stamped and Coded (w/labor)	_____	_____	_____	_____

NO BID

Material Cost: Cost Plus _____ %

Equipment Cost Cost Plus _____ %

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

Saturdays 6:00 a.m. – 6:00 p.m. \$ _____ per hour

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

CONTRACTOR LICENSING REQUIREMENTS

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

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License Classification: _____ License No.: _____

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CATEGORY C General / Existing Buildings: Remodeling, Maintenance, and Repair

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

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

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

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

Saturdays 6:00 a.m. – 6:00 p.m. \$ _____ per hour

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

NO BID

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



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CATEGORY D

Roof (Commercial): Maintenance and Repair

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

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

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

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

NO BID

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



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CATEGORY E Mechanical Doors and Gates: Maintenance, Repair, and Replacement

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

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

NO BID

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

Saturdays 6:00 a.m. – 6:00 p.m. \$ _____ per hour

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



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CATEGORY F

Passage Doors and Hardware: Maintenance, Repair, and Replacement

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

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

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

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

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

NO BID

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



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CATEGORY G

Electrical, Up To 600 V: Maintenance Repair and Replacement

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

NO BID

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

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

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



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CATEGORY H

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

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

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

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

Equipment Cost:	Cost Plus _____ %
Material Cost:	Cost Plus _____ %

NO BID

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m.	\$ _____ per hour
Saturdays 6:00 a.m. – 6:00 p.m.	\$ _____ per hour
Sundays and After Hours	\$ _____ per hour
Holidays	\$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



PRICE SHEET

Materials Management Procurement

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

Solicitation Number: **P22-0064**

CATEGORY I

Emergency Generators: Maintenance, Repair, and Rental

Contractor shall be capable of servicing, repairing, procuring parts, and performing maintenance on a fleet of emergency generators at various locations in the City that may include, but not be limited to the following:

Quantity	Size - KW	Fuel Type
1	34	Diesel
6	60	Diesel
2	100	Diesel
1	100	Gasoline

Quantity	Size - KW	Fuel Type
1	200	Diesel
1	200	Gasoline
2	500	Diesel
1	600	Diesel
3	1000	Diesel

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

***Fuel Cost** Cost Plus _____ %

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

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

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

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

NO BID

***Fuel Costs to be tied to the ADOT Contract Specifications Price for Bituminous Material and Diesel Fuel**
<https://azdot.gov/business/ContractsandSpecifications/PriceAdjustmentforBituminousMaterialandDieselFuel>

CONTRACTOR LICENSING REQUIREMENTS

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Licensed Contractor's Name: _____
License Classification: _____ License No.: _____
Expiration Date: _____



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Solicitation Number: **P22-0064**

CATEGORY J

Pools/Fountains: Maintenance and Repair

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

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

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

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

NO BID

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



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Materials Management Procurement

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Solicitation Number: **P22-0064**

CATEGORY K

Plumbing: Maintenance, Repair, and Replacement

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

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

Saturdays 6:00 a.m. – 6:00 p.m. \$ _____ per hour

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

NO BID

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



PRICE SHEET

Materials Management Procurement

Solicitation Number: **P22-0064**

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

CATEGORY L

Window Frames and Glazing: Maintenance, Repair, and Replacement

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

NO BID

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

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

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

CONTRACTOR LICENSING REQUIREMENTS

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Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANYBACKFLOW.COM, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is outlined in the City of Peoria Contract No. ACON 21122, Trade Services.

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 \$500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached City of Peoria Contract No. ACON 21122, Trade Services, Category M & N for detailed compensation for services provided as needed.



PRICE SHEET

Materials Management Procurement

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Solicitation Number: **P22-0064**

CATEGORY M

Backflow Inspection

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

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

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

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

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

Test Fee:	Workdays (M-F) 6:00 a.m. - 6:00 p.m.	\$ <u>43.00</u> per unit tested
	Saturdays 6:00 a.m. - 6:00 p.m.	\$ <u>85.00</u> per unit tested
	Sundays and After Hours	\$ <u>110.00</u> per unit tested
	Holidays	\$ <u>110.00</u> per unit tested

Tax Rate 0 %

Response Time Within 24 hour(s) after receiving notification by the City.

CONTRACTOR LICENSING REQUIREMENTS

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Licensed Contractor's Name: AnyBackFlow.com Inc.

License Classification: C-37 Plumbing; CR-16 Fire License No.: ROC 252348; ROC 334105

Expiration Date: 2/28/2023; 7/31/2023



PRICE SHEET

Materials Management Procurement

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Solicitation Number: **P22-0064**

CATEGORY N

Backflow Devices: Maintenance, Repair, and Replacement

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

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

Equipment Cost: Cost Plus 30 %

Material Cost: Cost Plus 30 %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ 109.69 per hour

Saturdays 6:00 a.m. – 6:00 p.m. \$ 164.54 per hour

Sundays and After Hours \$ 164.54 per hour

Holidays \$ 219.38 per hour

Minimum Call-Out Charge \$ 219.38

Tax Rate Included %

Emergency Response is within 2 hours and will result in a charge. See addendums.

Response Time Within 24 hour(s) after receiving notification by the City.

CONTRACTOR LICENSING REQUIREMENTS

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Licensed Contractor's Name: AnyBackflow.com Inc

License Classification: C-37 Plumbing; CR-16 Fire License No.: ROC 252348; ROC 334105

Expiration Date: 2/28/2023; 7/31/2023



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Solicitation Number: **P22-0064**

CATEGORY O

Window Blinds: Cleaning, Maintenance, Repair, and Replacement

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

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

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

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

NO BID

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



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Solicitation Number: **P22-0064**

CATEGORY P General Handyman Services Residential

Residential work for Code Compliance and Neighborhood Programs/Grants which may include but not be limited to:

Carpentry	Concrete work	Debris Cleanup	Painting
Entry signage	Metal Work	Install dog waste stations	Install posts
Misc. Painting	Mailbox replacements	Install House Numbers	Board Up
Wall/Fence repair	Weed abatement	Landscaping (residential)	

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

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

Equipment Cost: Cost Plus _____ %

Material Cost: Cost Plus _____ %

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

Saturdays 6:00 a.m. – 6:00 p.m. \$ _____ per hour

Sundays and After Hours \$ _____ per hour

Holidays \$ _____ per hour

Minimum Call-Out Charge \$ _____

Tax Rate _____ %

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

NO BID

CONTRACTOR LICENSING REQUIREMENTS

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

Licensed Contractor's Name: _____

License Classification: _____ License No.: _____

Expiration Date: _____



QUESTIONNAIRE

Materials Management Procurement

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

Solicitation Number: **P22-0064**

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

1. Company:	Shopcore Properties	
Contact Name:	Cheryl Smiley	Phone: 480-385-2820
Email:	csmiley@shopcore.com	
Project Name:	Multiple Retail Communities	
Project Cost:	\$15,494	
Project Description:	Backflow inspection, installation, maintenance and repair for various cities.	
2. Company:	AGK Restaurants (McDonald's)	
Contact Name:	Chris Carney	Phone: 281-935-0725
Email:	chris.carney@partners.mcd.com	
Project Name:	Multiple Restaurant Locations	
Project Cost:	\$11,930	
Project Description:	Backflow inspection, installation, maintenance and repair for various cities.	
3. Company:	City of Glendale	
Contact Name:	Thomas Relucio	Phone: 623-930-4124
Email:	trelucio@glendaleaz.com	
Project Name:	Multiple Well Sites, Pump, Stations and Facilities for the City	
Project Cost:	\$17,648	
Project Description:	Backflow inspection, installation, maintenance and repairs.	



QUESTIONNAIRE

Materials Management Procurement

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Solicitation Number: **P22-0064**

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

Yes No *If no, give reason below*

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

Yes No *If no, give reason below*

See Section A. Understanding on page 3 of this PDF.

AnyBackFlow.com Inc.

A part of keeping Arizona's water safe.

May 20, 2022

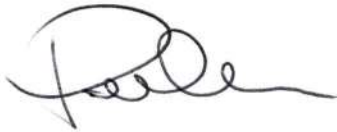
Subject: City of Peoria P22-0064

AnyBackFlow.com Inc. is pleased to provide our proposal to the City of Peoria for Request for Proposal #P22-0064. We have extensive background working with many contractors and water purveyors. We pride ourselves on the quality and efficiency of our work.

We desire to exceed expectations and provide excellent customer service.

Sincerely,

AnyBackFlow.com Inc.

A handwritten signature in black ink, appearing to read "Jayson Padilla", with a stylized flourish at the end.

Jayson Padilla

President, AnyBackFlow.com Inc.

Qualifications and Experience

A. Contractor.

AnyBackFlow.com Inc. is a family owned business located in Glendale, Arizona. The company was established in 2008. We are licensed professionals and provide quality inspection, testing, maintenance, and installation of commercial backflow preventers. We are current with all the regulations for the State of Arizona and its municipalities.

Members of our staff have been certified and testing in Arizona since 1996. We have the knowledge and ability to test, repair and install all sizes and models of backflow assemblies. We have continued to build partnerships with many customers, who continue to rely on our services to meet their backflow needs. There are various levels of protection that are required for different situations. You can rely on our experience and expertise to provide the best solution for your needs.

AnyBackFlow.com Inc continues to grow every year and we pride ourselves on the great working relationships we have built with water purveyors, inspectors, and our commercial and industrial customers.

B. Staff.

Jayson Padilla, President, will be the project manager and main contact for the City. Jayson's background started with fire sprinkler systems in 1993. He first obtained his backflow certification in 1996 and his journeyman's status in 2000 graduating from Penn State's Trade Program. He has worked at four fire sprinkler companies as a union journeyman sprinklerfitter, service technician, foreman and superintendent. He has been part of fabricating, installing, inspecting, repairing equipment, bidding projects, ordering material, managing projects, scheduling, supervising and training staff, reviewing reports, and completing projects. In his career he has managed as many as 75 tradesmen at one time at various projects that include Intel, Motorola, Sky Harbor Airport and Del Webb Hospital. This involved coordinating work around extremely sensitive equipment, situations, and timelines.

Jayson later became part owner of a fire sprinkler company before starting AnyBackFlow.com Inc in 2008. He obtained a Plumbing License and later a Fire Sprinkler License. At AnyBackFlow.com Jayson has touched all facets of the business. His focus in the last couple of years has narrowed to modernizing current business practices to be more environmentally efficient and customer friendly using current technologies while still ensuring that our customer needs and expectations are exceeded.

Understanding and Approach

A. Understanding

We have read the requirements outlined in this RFP scope of work and agree with the provisions, terms and conditions with these addendums.

Here are AnyBackFlow.com Inc.'s addendums to the terms and conditions.

In Section C, Hourly Rates.

The second paragraph states that the labor rate will start upon arrival at a job site and end upon completion of work that day at job site. The City will not be charged portal to portal rates or additional charges for service calls. We have a very specialized team of technicians. They are highly trained and efficient in their work. Any labor for repairs will be based on a predetermined rate to repair each size backflow.

Service Calls that require us to cancel and/or reschedule other appointments will result in a two-hour charge in addition to the repair costs.

Our technicians carry a large amount of common repair parts on their vehicles. If the part needed to complete the repair was not part of the original estimate or is a non-common part, then the time to obtain the part will be added to the invoice.

In Section D, Billing.

The third bullet, substantiation of work time on site (City will not pay travel or wait time and other expenses detailed in this RFP). All work with the City will be scheduled with the City's onsite contact for the area. We will arrive at the designated time that the City employee has agreed to. If we arrive at the agreed time and the City employee is late or is not ready, then any wait time will be charged. We schedule the work for the day based on historical times for the work needed.

In reference to the second to last paragraph in this section. AnyBackFlow.com Inc does not buy parts directly from the distributor or manufacturer and pays the current retail market contractor price at the time of each purchase for a project. Pricing will be at contractor price, tax and agreed to markup of 30%.

In Section E, Repair Warranties.

The repair warranty applies to workmanship and defective parts. The industry standard with water purveyors is that the backflow inspection, even after a backflow has been repaired, is that the backflow inspection results are only good for that moment. It is commonly accepted in the backflow industry that there are many reasons that a backflow may fail. We cannot warranty a repaired backflow until an internal inspection can be done. If the failure is due to workmanship or defective parts, then the repair will be warrantied. If the failure is due to environmental causes such as debris, varying water pressure, or water hammer then the cost of parts used, and labor will be invoiced. If the cost of the part is excessive, we will get approval before the repair.

In Section H, Material furnished by the City.

If the City requires AnyBackFlow.com Inc to pick up parts at a different location or day than where the repair will be made or require AnyBackFlow.com Inc to make a special trip to pick up the parts, then a labor charge will be invoiced.

In Section 41, Project Travel Reimbursable Expenses.

Our service area covers a 39-mile radius from Central & Roosevelt in Phoenix, Arizona. If a site requires a technician beyond this distance a travel charge will be added to the invoice. The travel charge will be \$200 and includes one inspection. Any additional inspections will be at the contracted rate. A service call will include the travel charge, repair parts, and labor.

B. Approach:

General Approach:

Upon arriving at an inspection site we conduct a testing protocol called N.I.I.O. (neo), which means we notify, identify, inspect, and observe. This protocol ensures that each test can be performed properly and helps in completing a thorough inspection.

Notify means letting either the person who contacted us or the tenants know that we are on-site and that they may experience intermittent water shut downs.

Identify assists in two ways, when you are inside notifying the customers you are also identifying the type of business they are conducting (if possible) hence when you go out to identify the backflow device for inspection you can ensure that the correct backflow device is being used.

Inspect requires that before you put on gauges, hoses, or test equipment, you inspect the devices for any defects such as: missing or broken handles, damaged bent or broken pipe or fittings, and/ or if the device is leaking anywhere.

Finally, observe is the point at which you install your gauge, shut water off and on, and observe what the test equipment is doing and obtain the values of the device to complete your test.

Below, we have listed our processes / procedures.

Backflow testing process:

1. Acquire notification from customer to evaluate the scope of the backflow testing project. Verify that there are no special requirements to complete testing (example access, keys, time, day or special safety requirements, fire monitoring, etc.).
2. If required, coordinate testing schedule with customer and meet with them or representative to complete testing.

Backflow repair process:

1. If any repairs are required an estimate will be submitted to the customer before any work is completed.
2. After approval of estimate, we coordinate a time and date that the water service can be interrupted to minimize impact.
3. Depending on the circumstances, if there any additional repairs that are required, the backflow will be placed back into service, if possible, and an estimate will be submitted. If it is not possible to reestablish water service, an emergency approval will be required from the customer for any additional parts.

Testing procedure:

1. Notify / coordinate with customer a time to complete testing.
2. Identify the location of the correct backflow and any hazards or types of processes downstream of backflow device.
3. Inspect external condition and any external deficiencies.
4. Clear out all test cock valves to be used during testing process.
5. Exercise and verify both shutoff valves operate.
6. Connect testing equipment and prepare it for testing.
7. Shutoff appropriate valve to complete testing.
8. Immediately open any valves that were closed for testing and reestablish backflow to pretesting condition.
9. Disconnect testing equipment.
10. Record values.

Describe acquiring a permit to replace a backflow:

1. Fill out form "City of Permit Miscellaneous Permit Application"
2. Submit to clerk for review (either email or in person). Once approved pay the required fee for the over the counter permit.

5728 N 105th Ln
 Glendale, AZ 85307
 ROC252348
 602-228-2923

Estimate

Date	Estimate #
5/21/2022	3557

Name / Address
City of Peoria Attention: Accounts Payable 8401 West Monroe Street Peoria, Arizona 85345

Project

Description	Qty	Rate	Total
Example Backflow Inspection			
Backflow Inspection Report Passed	5	43.00	215.00
Subtotal for items listed above.	5		215.00
Example Backflow Repair #12345 Backflow Size <= 2"			
Rubber Kit	1	172.59	172.59
Technician Disassemble, Clean, Internal Inspection, Install New Rubber Kit, Lubricate and Reassemble Backflow. Backflow Inspection Report.	2.25	109.69	246.80
Subtotal for items listed above.	3.25		419.39
Repair Labor for Backflow Sizes 2.5" - 3"			
Technician Disassemble, Clean, Internal Inspection, Install New Rubber Kit, Lubricate and Reassemble Backflow. Backflow Inspection Report.	4	109.69	438.76
4" - 6"			
Technician Disassemble, Clean, Internal Inspection, Install New Rubber Kit, Lubricate and Reassemble Backflow. Backflow Inspection Report.	6	109.69	658.14
8" - 12"			
Technician (s) Disassemble, Clean, Internal Inspection, Install New Rubber Kit, Lubricate and Reassemble Backflow. Backflow Inspection Report.	12	109.69	1,316.28
AnyBackFlow.com Inc has not physically examined the internal parts of the above referenced assembly or assemblies. Our final bill			
Thank you for your business. Please mail your payment to the address above.		Total	

Signature

5728 N 105th Ln
 Glendale, AZ 85307
 ROC252348
 602-228-2923

Estimate

Date	Estimate #
5/21/2022	3557

Name / Address
City of Peoria Attention: Accounts Payable 8401 West Monroe Street Peoria, Arizona 85345

Project

Description	Qty	Rate	Total
<p>would be subject to adjustment if additional parts and labor are needed.</p> <p>We do carry some spare parts. We can replace the parts if needed and only charge for the additional parts used to minimize labor cost. This will only be if the part is on hand and is replaced during the current repair quoted above. If we need to leave to get the part or if a quote is required for the additional parts, then there will be additional labor to complete the repair.</p> <p>The estimate is valid for 15 days unless it needs to be revised due to: a) request for changes and/or additions to original work quoted; b) further work or materials are required due to unforeseen circumstances during the job; c) error when estimate was prepared; d) Price changes. Pricing for some of the products included in our quotes may be impacted by USTR Section 301 China tariff. If any products are impacted by tariffs and price changes, we will be forced to pass it on to the market. The actual price of these affected items may increase up to the rate of the tariff that is imposed. The categories are products potentially affected on our quote include, but may not be limited to backflows, valves, ductile iron / steel fittings, restraints, threaded flanges, glands & accessory kits, hardware, or any metal products like security cages.</p> <p>AnyBackFlow.com Inc. assumes the current fittings and pipe are in good condition and will not need to be serviced or replaced. The Customer is responsible for making sure that any valves at or in the building are in good working condition and close tight, so that the building pressure is maintained during the repair or installation. The Customer is also responsible for notifying any tenants or occupants that they may be affected by the water being shut off.</p>			
<p>Thank you for your business. Please mail your payment to the address above.</p>	Total		

Signature

5728 N 105th Ln
 Glendale, AZ 85307
 ROC252348
 602-228-2923

Estimate

Date	Estimate #
5/21/2022	3557

Name / Address
City of Peoria Attention: Accounts Payable 8401 West Monroe Street Peoria, Arizona 85345

Project

Description	Qty	Rate	Total
<p>When the water line is repressurized after a repair or installation, AnyBackFlow.com Inc. is not responsible for any leaks, sewer or drain backups beyond the backflow or last joint installed by AnyBackFlow.com Inc. on the inlet or outlet side that could be associated to the water being shut off. It is the Customer's responsibility to verify that there is no water running or drains backing up inside the building.</p> <p>This estimate assumes that the current fittings and underground water mains are in good condition and will not need to be replaced, and the shutoff valves are in good working order and close tight. The customer is responsible for placing the fire system on test and disabling the fire alarm. When work is complete the customer will be responsible for returning the fire system back to its normal operation.</p> <p>If a fire watch is required, the customer will be responsible for maintaining this for the duration of the project. If electrical tamper switches need to be electrically disconnected and reconnected the customer will be responsible for this. If a fire inspection or full forward flow test is required, the customer will be responsible for this. AnyBackFlow.com Inc will not be subject to any cost for completing any of the previously mentioned.</p> <p>AnyBackFlow.com Inc. will not be responsible for or subject to any cost for additional time needed to complete the repair or installation to restore water to the property. Subsequently, if there are any additional parts or time required to complete the work, it will be added to the final invoice.</p> <p>Neither AnyBackFlow.com Inc. and its affiliates, any entity associated with AnyBackFlow.com Inc., nor the service technician</p>			
Thank you for your business. Please mail your payment to the address above.		Total	

Signature

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Estimate

Date	Estimate #
5/21/2022	3557

Name / Address
City of Peoria Attention: Accounts Payable 8401 West Monroe Street Peoria, Arizona 85345

Project

Description	Qty	Rate	Total
<p>performing the work shall be liable for any damages which may arise from any identified or unidentified plumbing or drain problems, but it shall be the responsibility of the property owner. Once the services and materials rendered and installed in connection with the work mentioned in the Estimate are completed in a satisfactory manner, you hereby agree that the amount set forth on the Final Invoice including any additional charges to complete the work in the space labeled "TOTAL" to be the total and complete contract price/minimum charge.</p> <p>AnyBackFlow.com Inc will come out after a backflow service at no charge as a courtesy to verify what is causing the backflow to leak. A backflow inspection is a snapshot in time indicating the condition at that moment. It is possible that a backflow could leak later due to debris. This is not something that is covered by any warranty. A labor charge will apply if servicing the backflow due to debris fouling the internal parts and causing a leak.</p>			
Thank you for your business. Please mail your payment to the address above.		Total	\$3,047.57

Signature _____

IMPORTANT NOTICE
YOU MUST:

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- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Anybackflow Com Inc
5728 N 105th Ln
Glendale, AZ 85307-4031

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: February 28, 2023
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Anybackflow Com Inc

CONTRACTORS LICENSE NO. ROC 252348 CLASS C-37

Specialty Commercial
Plumbing

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

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LICENSE EFFECTIVE THROUGH: July 31, 2023
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Anybackflow.Com, Inc.

CONTRACTORS LICENSE NO. ROC 334105 CLASS CR-16

Specialty Dual
Fire Protection Systems

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JEFF FLEETHAM, DIRECTOR

STATE OF ARIZONA

License No. ROC 334105

Office of the Registrar of Contractors

This is to certify that:
Anybackflow.Com, Inc.
DBA (if any)

Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

CR-16 Fire Protection Systems

Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of
Phoenix, on July 21, 2021



DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS