

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ARIZONA GENERATOR TECHNOLOGY, INC., dba GEN-TECH**

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 Arizona Generator Technology, Inc., dba GEN-TECH, 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, Contract No. ACON 21322 (“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 four (4) one year periods if the Cooperative Purchasing Agreement is

likewise extended. 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 three hundred thousand dollars (\$300,000) annually or one million five hundred thousand dollars (\$1,500,000) 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 Todd Blair Supervisor, Building Maintenance  
 6210 W. Myrtle Avenue, Suite 111  
 Glendale, AZ 85301

And

Arizona Generator Technology, Inc. dba  
 GEN-TECH  
 7901 N. 70<sup>th</sup> Avenue  
 Glendale, AZ 85303  
 mpascucci@gentechus.com

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

“City”

“Contractor”

City of Glendale, an Arizona  
 municipal corporation

Arizona Generator Technology, Inc., dba  
 GEN-TECH an Arizona corporation

By: \_\_\_\_\_  
 Kevin R. Phelps  
 City Manager

By: Cara Taggart  
 Name: Cara Taggart  
 Title: Service Account Manager

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  
ARIZONA GENERATOR TECHNOLOGY, INC., dba GEN-TECH**

**EXHIBIT A  
CITY OF PEORIA CONTRACT NO. ACON 21322  
TRADE SERVICES**



# City of Peoria, Arizona Notice of Request for Proposal



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

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 (Boxfire) 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:

Name: Cara Taggart

Gen-Tech

Company Name

7901 N 70th Ave

Address

Glendale

City

State

AZ 85303

Zip Code

Telephone: 623 937 1719

Fax: 623 937 0408

Email: crtaggart@gen-tech.us.com

Cara Taggart

Authorized Signature for Offer

Cara Taggart

Printed Name

Service Account Manager

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:

Lori Dyckman

Lori Dyckman, Acting City Clerk



City Seal  
Copyright 2003 City of Peoria, Arizona

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

Contract Number:

ACON 21322

Official File: \_\_\_\_\_

City of Peoria, Arizona.

Effective Date: 7/14/22 10:26 MST

Approved as to form:

George Mariscal for

Vanessa P. Hickman, City Attorney

Contract Awarded Date July 14, 2022

Lisa Houg for

Christine Finney, Materials Manager



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6580  
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. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

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.



## STANDARD TERMS AND CONDITIONS

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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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P22-0064**

### Materials Management Procurement

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

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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P22-0064**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
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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**



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P22-0064**

### Materials Management Procurement

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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 deliver the material and/or service.



## SPECIAL TERMS AND CONDITIONS

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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>.



## SCOPE OF WORK

Solicitation Number: **P22-0064**

### Materials Management Procurement

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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



## SCOPE OF WORK

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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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**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.



# PRICE SHEET

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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 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:

# NO BID

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

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

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

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

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

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

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

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

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

#### CONTRACTOR LICENSING REQUIREMENTS

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

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

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

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



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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:

**NO BID**

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

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

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

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

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

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

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

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

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

#### CONTRACTOR LICENSING REQUIREMENTS

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

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

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

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



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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 1

#### 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 30 %  
 Equipment Cost:              Cost Plus 30 %  
 Material Cost:                  Cost Plus 35 %  
 Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m.    \$ 115 per hour  
           Saturdays 6:00 a.m. - 6:00 p.m.            \$ 152 per hour  
           Sundays and After Hours                    \$ 152 per hour  
           Holidays                                         \$ 240 per hour  
 Minimum Call-Out Charge    \$ 300  
 Tax Rate                         9.2 %  
 Response Time                 4 hour(s) after receiving notification by the City.

*\*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

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: Arizona Generator Technology DBA: Gen-Tech  
 License Classification: CR5 License No.: CR-5 132181  
 Expiration Date: 02/28/23



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### 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 \_\_\_\_\_ %

**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 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.

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

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

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

#### CONTRACTOR LICENSING REQUIREMENTS

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

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

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

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



# PRICE SHEET

## Materials Management Procurement

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

Solicitation Number: **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 \_\_\_\_\_ %

**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: \_\_\_\_\_

## References

City of Glendale – Todd Blair 602 206-5215 – [tblair@glendaleaz.com](mailto:tblair@glendaleaz.com)

Annual Services, Quarterly Inspections & any needed repairs.

City of Tolleson – Clint Holmquist – 602 736-6937

[cholmquist@tollesonaz.org](mailto:cholmquist@tollesonaz.org)

Annual Services, Semi- Annual inspections & any needed repairs.

Marty Mosbrucker – 623 518-0934 – [mmosbrucker@youngtownaz.org](mailto:mmosbrucker@youngtownaz.org)

Annual Services, Quarterly Inspections, ATS inspections & any needed repairs.

06/08/2022

City of Peoria  
Solicitation P22-0064

GEN-TECH Amendment #1

Scope of Work

Section E. Repair Warranties

Gen-Tech would like to amend the parts & materials section only to:

All parts and materials will be warrantied for the Manufacturer's warranty period only.

Gen-Tech's workmanship is warrantied for one year.

GEN-TECH

CITY OF PEORIA

Cara Taggart

\_\_\_\_\_

Service Account Manager

\_\_\_\_\_

06/08/2022

\_\_\_\_\_



\_\_\_\_\_

## STAFF

Cara Taggart will be the Account/Project Manager for this Account. Cara has been a former Service Technician and has worked at Gen-Tech for 16 years 2 years in the Field in a service truck and 14 years in the Service Dept as a Service Account Manager. She will work closely with City of Peoria Staff to ensure their needs are being met in a timely manner.

There will also be three Coordinators that will take care of the scheduling of the jobs with the City of Peoria Representative.

Michelle Reese. Has been in the generator business for 15 years three of them at Gen-Tech.

Francisco Corona 16 years in logistics and trucking (New to Gen-Tech)

Brianna Ellis 10 years in logistics and trucking (New to Gen-Tech)

# GEN-TECH

POWER GENERATION SPECIALISTS

ARIZONA Colorado - New Mexico Nevada  
 Arizona Generator Technology, Inc Gen-Tech of Colorado, LLC Gen-Tech of Nevada, Inc  
 www.gen-techusa.com 800-625-8324

7901 N 70th Ave  
 Glendale, AZ 85303  
 p. 1(800)625-8324

**SOLD TO:**

City of Glendale  
 5850 W Glendale Ave

Glendale, AZ 85301

**Contact:**

Jeff Quill

AZ Glendale

PO Number	Order Date	Salesperson	Proposal Number
	11/1/2021	CARA TAGGART	Service Request - 1909529 (Pending)

**Terms**

Net 30

Description	Quantity	Unit Price	Subtotal	Tax	Total
<b>Total Parts</b>			\$207.65	\$19.10	\$226.75
SHOP SUPPLIES (Fire support 30kW Katolight - LM643599 60269)	1.00	\$20.16	\$20.16	\$1.85	\$22.01
V-BELT (Fire support 30kW Katolight - LM643599 60269)	1.00	\$68.57	\$68.57	\$6.31	\$74.88
Fuel Pump (Fire support 30kW Katolight - LM643599 60269)	1.00	\$118.92	\$118.92	\$10.94	\$129.86
<b>Total Shipping</b>			\$50.00	\$0.00	\$50.00
FREIGHT (Fire support 30kW Katolight - LM643599 60269)	1.00	\$50.00	\$50.00	\$0.00	\$50.00
<b>Total Labor</b>			\$672.00	\$0.00	\$672.00
LABOR (Fire support 30kW Katolight - LM643599 60269)	6.00	\$112.00	\$672.00	\$0.00	\$672.00
<b>Total</b>			\$929.65	\$19.10	\$948.75

THIS QUOTE IS TO REPLACE THE BELT DUE TO CRACKING AND THE PRIMING PUMP DUE TO LEAKS. ALSO PRESSURE WASH UNIT.

Proposal	
Proposal Date 11/23/2021	Proposal Number Service Request - 1909529 (Pending)
Customer Number 79	

**SHIP TO:**

Fire Support  
 7505 N 55th Ave  
 Glendale, AZ

# GEN-TECH

POWER GENERATION SPECIALISTS

Arizona Colorado - New Mexico Nevada  
Arizona Generator Technology, LLC Gen-Tech of Colorado, LLC Gen-Tech of Nevada, Inc.  
www.gen-techusa.com 800-635-8324

REMIT TO: 7901 N 70th Ave  
Glendale, AZ 85303  
p. 1(800)625-8324

Invoice	
Invoice Date	Number
1/26/2022	Invoice 38990-1
Customer Number	Due Date
79	2/25/2022

SOLD TO:  
City of Glendale  
6210 W Myrtle Ave., Ste. 111  
Glendale, AZ 85301

SHIP TO:  
Fire Support  
7505 N 55th Ave  
Glendale, AZ

AZ Glendale

PO Number	Order Date	Salesperson	Job Number
22200764	1/20/2022	CARA TAGGART	01-SR1909529

Terms

Net 30

Description	Quantity	Unit Price	Subtotal	Tax	Total
Total Parts			\$207.65	\$19.10	\$226.75
SHOP SUPPLIES (Fire support 30kW Katolight - LM643599 60269)	1.00	\$20.16	\$20.16	\$1.85	\$22.01
V-BELT (Fire support 30kW Katolight - LM643599 60269)	1.00	\$68.57	\$68.57	\$6.31	\$74.88
Fuel Pump (Fire support 30kW Katolight - LM643599 60269)	1.00	\$118.92	\$118.92	\$10.94	\$129.86
Total Shipping			\$50.00	\$0.00	\$50.00
Total Labor			\$672.00	\$0.00	\$672.00
LABOR (Fire support 30kW Katolight - LM643599 60269)	6.00	\$112.00	\$672.00	\$0.00	\$672.00
<b>Totals</b>			<b>\$929.65</b>	<b>\$19.10</b>	<b>\$948.75</b>
<b>Total Due</b>					<b>\$0.00</b>

DATE OF SERVICE 01/18/2022

Equipment Serviced:

- Fire support 30kW Katolight / LM643599 60269

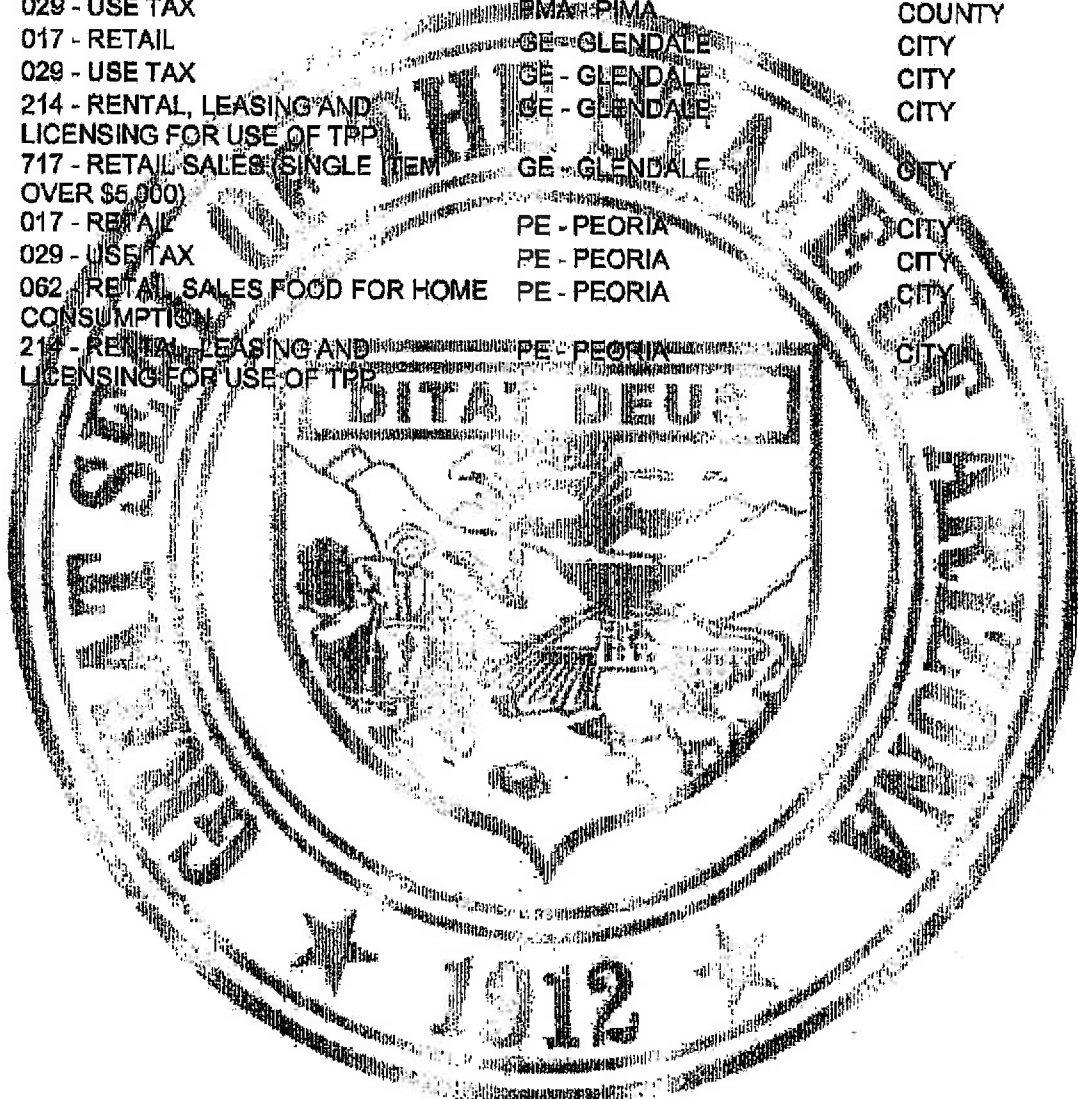
REPLACE THE BELT DUE TO CRACKING AND THE PRIMING PUMP DUE TO LEAKS. PRESSURE WASH UNIT.

WE DO NOT ASK FOR ACH PAYMENTS VIA EMAIL

Late Charge of 1.5% per Month on Past Due Amounts

All credit card purchases over \$5000 are subject to a 3% convenience fee

BUSINESS CODE	REGION	JURISDICTION
017 - RETAIL	PNT - TOHONO O'ODHAM (PINAL)	RESERVATION
015 - CONTRACTING - PRIME	LAP - LA PAZ	COUNTY
014 - PERSONAL PROPERTY RENTAL	MAR - MARICOPA	COUNTY
017 - RETAIL	MAR - MARICOPA	COUNTY
030 - USE TAX FROM INVENTORY	MAR - MARICOPA	COUNTY
014 - PERSONAL PROPERTY RENTAL	PMA - PIMA	COUNTY
017 - RETAIL	PMA - PIMA	COUNTY
029 - USE TAX	PMA - PIMA	COUNTY
017 - RETAIL	GE - GLENDALE	CITY
029 - USE TAX	GE - GLENDALE	CITY
214 - RENTAL, LEASING AND LICENSING FOR USE OF TPP	GE - GLENDALE	CITY
717 - RETAIL SALES SINGLE ITEM OVER \$5,000	GE - GLENDALE	CITY
017 - RETAIL	PE - PEORIA	CITY
029 - USE TAX	PE - PEORIA	CITY
062 - RETAIL SALES FOOD FOR HOME CONSUMPTION	PE - PEORIA	CITY
214 - RENTAL, LEASING AND LICENSING FOR USE OF TPP	PE - PEORIA	CITY



001060303900005757250300105

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ARIZONA GENERATOR TECHNOLOGY, INC., dba GEN-TECH**

**EXHIBIT B  
Scope of Work**

**PROJECT**

In accordance with the terms and conditions of this Agreement and the City of Peoria Contract No. ACON 21322, the City is utilizing the contractor to provide scheduled preventative maintenance and repair services for emergency generators at City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ARIZONA GENERATOR TECHNOLOGY, INC., dba GEN-TECH**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

The method and amount of compensation is in accordance with Section 3 of this agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$300,000 annually or \$1,500,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

The City shall pay Contractor compensation in accordance with the rates as set forth in the City of Peoria Contract No. ACON 21322, for Trade Services on an as-needed basis.