

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DIAMOND RIDGE DEVELOPMENT CORPORATION**

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 Diamond Ridge Development Corporation, 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 20422 ("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 six hundred thousand dollars (\$600,000) annually or three million dollars (\$3,000,000) 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 Mark Hannasch CIP Project Manager  
6210 W. Myrtle Avenue, Suite 111  
Glendale, AZ 85301

And

Diamond Ridge Development Corporation  
P.O. Box 2662  
Peoria, AZ 85380  
JGreen@DiamondRidge.biz

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”

Diamond Ridge Development Corporation,  
an Arizona corporation

By: \_\_\_\_\_

Name: Jeffrey W. Green  
Title: Vice 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  
DIAMOND RIDGE DEVELOPMENT CORPORATION**

**EXHIBIT A  
(CITY OF PEORIA CONTRACT NO. ACON 20422  
TRADE SERVICES)**



# City of Peoria, Arizona Notice of Request for Proposal



Solicitation No.:	P22-0064(D)	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 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:

Name: Jeff Green

Diamond Ridge Development

Company Name

P.O. Box 2662

Address

Peoria

City

AZ

State

85380

Zip Code

Telephone: 623-412-8809 Fax: 623-412-8328

Email: jgreen@diamonddridge.biz

Authorized Signature for Offer

Jeffrey W. Green

Printed Name

Vice President

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 20422

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

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

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



# SOLICITATION AMENDMENT

Solicitation Number: P22-0064      Page 1 of 1  
 Description/Service: Trade Services  
 Solicitation Due Date: May 23, 2022  
 Solicitation Due Time: 5:00 PM (AZ Time)  
 Amendment Number: One (1)      Issue Date: 05/17/22

**Materials Management  
Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> 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

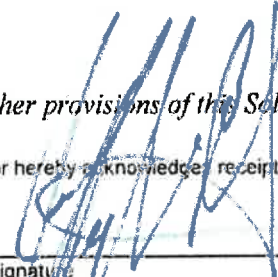
The following change is hereby made to the RFP, Scope of Work.

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

  
 \_\_\_\_\_  
 Date: 5/23/2022

Jeffrey W. Green      Vice President  
 \_\_\_\_\_  
 Printed Name      Title

Diamond Ridge Development  
 \_\_\_\_\_  
 Company Name



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

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

**1. PREPARATION OF PROPOSAL:**

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink 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

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:

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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made 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:
- Waive the non-conformance.
  - Stop the work immediately.
  - 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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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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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
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## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P22-0064**

### Materials Management Procurement

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **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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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

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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 to 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.



## SCOPE OF WORK

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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**



## 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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P22-0064

### Materials Management Procurement

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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



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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](mailto: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(arc) 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 to 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](mailto: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>.



## SCOPE OF WORK

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#### A. Purpose

The City of Peoria intends to establish one-year contracts with four one-year renewal options 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



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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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### 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

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**



## SCOPE OF WORK

Solicitation Number: **P22-0064**

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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

Solicitation Number: **P22-0064**

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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](mailto: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.



## SUBMITTAL REQUIREMENTS

Solicitation Number: P22-0064

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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.



## SCOPE OF WORK

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#### A. Purpose

The City of Peoria intends to establish one-year contracts with four one-year renewal options 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



# PRICE SHEET

## Materials Management Procurement

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### 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 20 %

Material Cost: Cost Plus 20 %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ 65.00 per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ 65.00 per hour

Sundays and After Hours \$ 130.00 per hour

Holidays \$ 130.00 per hour

Minimum Call-Out Charge \$ 130.00 two hour minimum/person

Tax Rate 8.1 %

Response Time 2 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: Diamond Ridge Deveopment  
B- Residential General 250172

License Classification: B-01 Commercial General License No.: 140840

Expiration Date: 10/31/2022  
11/30/2022



# PRICE SHEET

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Solicitation Number: **P22-0064**

### 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 20 %

Material Cost: Cost Plus 20 %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ 80.00 per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ 80.00 per hour

Sundays and After Hours \$ 130.00 per hour

Holidays \$ 130.00 per hour

Minimum Call-Out Charge \$ 120.00 two hour minimum per man

Tax Rate 8.1 %

Response Time 2 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: Diamond Ridge Development

License Classification: B-01 Commercial General License No.: 140840

Expiration Date: 11/30/2022



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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 20 %

Material Cost: Cost Plus 20 %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ 65.00 per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ 65.00 per hour

Sundays and After Hours \$ 130.00 per hour

Holidays \$ 130.00 per hour

Minimum Call-Out Charge \$ 130.00 two hour minimum per person

Tax Rate 8.1 %

Response Time 2 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: Diamond Ridge Development

License Classification: B-01 Commercial General License No.: 140840

Expiration Date: 11/30/2022



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### CATEGORY B

### Locksmith: Maintenance Repair and Replacement

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

**NO BID**

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

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

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

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

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

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

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

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

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

#### CONTRACTOR LICENSING REQUIREMENTS

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

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

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

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



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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 G

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

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

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

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

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

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

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

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

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

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

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

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

**NO BID**

#### **CONTRACTOR LICENSING REQUIREMENTS**

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

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

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

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



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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: \_\_\_\_\_



# PRICE SHEET

Solicitation Number: **P22-0064**

## 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

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

**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.

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

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

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



# PRICE SHEET

Solicitation Number: **P22-0064**

## 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

### 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: \_\_\_\_\_



# PRICE SHEET

Solicitation Number: **P22-0064**

## 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

### 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

Solicitation Number: **P22-0064**

## 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

### CATEGORY L

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

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

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

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

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

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

Solicitation Number: **P22-0064**

## 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

### 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.

NO BID

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

Solicitation Number: **P22-0064**

## 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

### CATEGORY N

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

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

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

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

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

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

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

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

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

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

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

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

**NO BID**

#### **CONTRACTOR LICENSING REQUIREMENTS**

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

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

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

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



# PRICE SHEET

Solicitation Number: **P22-0064**

## 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

### 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: \_\_\_\_\_



# 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 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 25 %

Material Cost: Cost Plus 25 %

Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ 75.00 per hour

Saturdays 6:00 a.m. - 6:00 p.m. \$ 75.00 per hour

Sundays and After Hours \$ 130.00 per hour

Holidays \$ 130.00 per hour

Minimum Call-Out Charge \$ 130.00 two hour minimum per person

Tax Rate 8.1 %

Response Time 2 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: Diamond Ridge Development

License Classification: B-01 Commercial General License No.: 140840

Expiration Date: 11/30/2022



# PRICE SHEET

Solicitation Number: P22-0064

## 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

### 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	X
D	Roof (Commercial): Maintenance and Repair	
E	Mechanical Doors and Gates: Maintenance, Repair, and Replacement	
F	Passage Doors and Hardware: Maintenance, Repair, and Replacement	X
G	Electrical, Up To 600V: Maintenance, Repair, and Replacement	
H	Painting: Building Interiors/Exteriors, Storage Tanks, and Curbs	X
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	
N	Backflows: Maintenance, Repair, and Replacement	
O	Window Blinds: Cleaning, Maintenance, Repair, and Replacement	
P	General Handyman Services: Residential	X



# QUESTIONNAIRE

Solicitation Number: P22-0064

## Materials Management Procurement

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

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

1. Company: ADOT Facilities/Rest Areas  
 Contact Name: Robert Wheeler Phone: 602-712-8198  
 Email: rwheeler@azdot.gov  
 Project Name: Rest Area Maintenance and Operation  
 Project Cost: 4million annually  
 Project Description: Manager and operate and provide minor maintenance on 28 rest area locations in AZ. Includes: Doors/landscape/electric/plumbing/painting ect.
  
2. Company: Central Arizona Projects  
 Contact Name: Rick Buelow Phone: 623-869-2324  
 Email: rbuelow@cap-az.com  
 Project Name: Rest room remodels on 2nd fl. bldg.  
 Project Cost: \$159,000.00  
 Project Description: Demo rest room fixtures and equipment and finishes and supply and install new of each to allow for ADA compliance
  
3. Company: The City of Mesa  
 Contact Name: Casey Brooks Phone: 480-644-3426  
 Email: casey.brooks@mesaaz.gov  
 Project Name: Broadway Recreation Center Lobby and Rest Room Renovations  
 Project Cost: \$166,699.00  
 Project Description: Prepped and painted the lobby walls and replaced the lighting.  
Renovated the men's and women's rest rooms with new fixtures and tile.



## QUESTIONNAIRE

Solicitation Number: P22-0064

### 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

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*



PO Box 830 | Taylor, AZ 85939 | Phone (928)536-4237 | Toll Free | Fax (866)821-4287 | [leavitt.com/hancock](http://leavitt.com/hancock)

April 14, 2022

RE: Diamond Ridge Development Corporation

To Whom It May Concern,

Please be advised our insurance agency provides bonding for Diamond Ridge Development Corporation. The bonding company is Liberty Mutual Insurance. Diamond Ridge Development Corporation can be bonded at \$15,000,000 per Project with an aggregate limit of \$20,000,000. The estimated industry average for the cost of bonding is 1.5%. Diamond Ridge Development Corporation has been an outstanding client and is in excellent standing with our agency. We can highly recommend them to you.

Thank you,

*Monti Hancock*

Monti Hancock

Hancock Leavitt Insurance Agency  
Agent/Owner

IMPORTANT NOTICE  
YOU MUST:

REPORT DISASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. 32-1154(A)(18)]

REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]

REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. 32-1151.01]

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(E)(F) § RULE R-4-9-110]

Diamond Ridge Development Corporation

Po Box 2662  
Peoria, AZ 85380-2662

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: November 30, 2022  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT



Diamond Ridge Development Corporation

CONTRACTOR LICENSE NO. ROC 140540 CLASS B-1

General Commercial  
General Commercial Contractor

THIS CARD MUST BE  
PRESENTED UPON DEMAND

  
JEFF P. FETHAM, DIRECTOR

# INVOICE

Diamond Ridge Development  
Corporation  
(623) 412-8809 phone  
(623) 412-8328 fax  
P.O. Box 2662

## Invoice

DATE	INVOICE #
6/9/2021	20-353

<b>BILL TO</b> City of Peoria Accounts Payable 8401 Monroe St Peoria, AZ 85345	<b>SITE ADDRESS</b> Fire Station 194 9800 W. Olive Ave. Peoria, AZ
--	---

**PAID**  
07/02/2021

Contract Number	P.O. Number	Due Date	W/O Number
	0000119068	7/10/2021	20-353
DESCRIPTION	QUANTITY	RATE	AMOUNT
PO #0000119068 Fire Station 194 Renovation including repair or replacements in kitchen, restrooms, bedrooms, laundry room, and work rooms, 90%	0.9	138,531.63	124,678.47
CO #1 - Replace steel counter tops and back splash, ss panel on wall and island in kitchen. Replace stainless steel counter top in laundry room, 90%	0.9	8,328.47	7,495.62
CO #2 Painting door frames	0.9	1,522.63	1,370.37
<b>Total</b>			\$133,544.46

# DIAMOND RIDGE DEVELOPMENT CORPORATION

Cover Letter

May 23, 2022

City of Peoria  
Materials Management Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Phoenix, AZ 85345

Terry Andersen

**RE:** Trade Services Contract Sol. #P22-0064

Diamond Ridge Development is pleased to present our qualifications for the above contract with the City of Peoria. Below we will demonstrate our qualifications and experience as requested in the Solicitation.

**President:** Lynette Green

**Vice President:** Jeff Green

Woman/Veteran Owned Small Business

**ROC:** B-01 148040; Jeff Green, Vice President, Qualifying Party

**Address:** Office-6098 N. 57<sup>th</sup> Ave. Glendale, AZ 85301

**Address:** Mailing -P.O. Box 2662 Peoria, AZ 85380

**Phone number:** (623) 412-8809/ fax (623) 412-8328

**Type of ownership:** S- Corporation

**Founded:** November 30, 1998

Thank you for your time in reviewing our qualification packet and we look forward to continuing our relationship with the Cit of Peoria in the future.

Respectfully submitted,



Jeffrey W. Green  
Vice President  
Diamond Ridge Development Corporation

# **A. Contractor Qualifications and Experience**

## **1. Brief History**

Diamond Ridge Development Corporation (DRDC) is a fully licensed, bonded and insured Commercial General Contractor: we received our Arizona Registrar of Contractors license on November 30<sup>th</sup>, 1998. Our Registrar of Contractors classification and license number is B-01 General Commercial Contractor ROC140840. Diamond Ridge Development is not associated with any parent company, affiliate or subsidiaries.

Lynette S. Green is the President of Diamond Ridge Development Corporation, the Vice President is Jeffrey W. Green there are no other equity holders. Diamond Ridge Development is qualified with the US Small Business Administration as a Small Business Enterprise. Neither Diamond Ridge Development nor our subcontractors provide any services outside the borders of the United States. DRDC has an ongoing safety program that meets OSHA requirements.

Due to the ever growing and dynamic nature of today's business, organizational relationship, company procedures and operational circumstances are in constant change. Success and growth require our business to embrace and effectively manage the constant process of change, which can be focused at times on revenue, operating costs or both. Strategic planning, having defined and actionable plans that encompass our company, customers and competition, is an ongoing effort that starts with a clear sense of direction. Diamond Ridge fully understands the work that will be performed on this contract. We currently hold a similar contract with the City of Mesa, City of Tempe and Maricopa County and have performed similar services since our inception in 1998. Diamond Ridge Development has and will continue to perform the requested services in the time period specified in the RFQ and by city personnel. Diamond Ridge excels at projects of this type and magnitude and has completed various Maintenance Contracts for the State of Arizona, various Cities, Central Arizona Projects and Maricopa County agencies over the past 22 years with no letters of reprimand or discrepancy. We currently hold Maintenance Contracts with the City of Mesa, City of Peoria, City of Tempe, City of Glendale and Maricopa County Facilities to name a few.

## **2. Staffing**

Brett Jenkins will be Diamond Ridge's representative and main contact for this contract. Brett will be assisted by Brandon Goshow, Gabe Gomes, Mike Van Eck and Jeff Green. The City of Peoria can expect to contact any of those listed and will receive a respond in a timely manner as we have done in the past.

During periods of booming construction, we utilize the professional trade's labor pool for additional personnel on an as needed basis. We also post open positions on various on-line websites for tradesmen and apprentice personnel. Diamond Ridge complies resumes and performs pre-qualifying phone interviews on a continual basis in order to have qualified personnel ready when the need requires it. We currently have the ability to staff project with in-house tradesmen utilizing 12-15 journeymen and apprentice at a moment's notice.

- **Credentials**

**Brett Jenkins Project Manager:** Cell Phone 602.743.3016, [bjenkins@diamonddridge.biz](mailto:bjenkins@diamonddridge.biz): Brett will provide 100% of the project management duties to this contract. Brett has been associated with Diamond Ridge since 1998, he is currently one of our Project Managers and provides bidding, scheduling, purchasing, manages projects, quality control and deals with the day-to-day scheduling of the in-house crews and subcontractors. He has been in the construction industry for over 30 years, he has a vast knowledge of construction applications required for Arizona's climate. Brett started in the field as a team lead and progressed to the Arizona Regional Manager for a nation-wide construction company. Brett was responsible for managing crews of 55-70 employees on various projects of various sizes in various states. Brett's experience and knowledge in the construction industry has grown to make him a vital and successful member of our company and the construction industry. The projects have varied in size from small repairs to entire building interior and exterior improvements. Brett has a successful track record with ADOT Facilities completing hundreds of scheduled and emergency projects as requested. Brett has completed project with; AZ State Parks, AZDES, AZ Game and Fish, AZ DEMA, Central Arizona Project, City of Mesa, City of Peoria, and Circle K. Brett has successfully completed the RS Means Repair and Remodeling Estimating training class and has knowledge and experience on Means type bidding. Brett will be the main contacts on this contract. Brett's role on this contract will be providing Project management/Estimating.

**Jeff Green Vice President/Estimator/Project Manager:** Cell Phone 602.619.1341, [jgreen@diamonddridge.biz](mailto:jgreen@diamonddridge.biz): Jeff will provide 30% of the project management duties to this contract. Jeff will be the main contact and evaluate all issues that may arise. Jeff is the Vice President of Diamond Ridge and is one of our Project Managers he provides marketing, bidding, value engineering and managing projects. Jeff has been in the construction industry for over 30 years and has ample knowledge of construction in various capacities. Jeff has experience on various projects of various sizes, including Facility Maintenance, Tenant Improvements and New Construction. After being honorably discharged from the US Air Force in 1989, Jeff started his tenure in the construction industry as an estimator in 1990. As an estimator Jeff was responsible for bidding projects up to \$1,000,000.00 in the public and private sectors for a commercial general contractor. Jeff accepted a position at a Project Management firm in 1996 and managed the building and remodeling of commercial service stations throughout the western United States. The projects ranged from \$3,000.00 repairs to remodels to \$1,000,000.00+, which enabled him to gain valuable knowledge in the procurement, scheduling and budgeting of construction projects. Jeff and Lynnette started Diamond Ridge Development in November of 1998 and have gained valuable experience over the years. The projects Jeff has completed at Diamond Ridge Development have varied in size from facility emergency repairs to entire building interior and exterior remodels ranging from \$90.00 to over \$1,000,000.00. Jeff has successfully completed RS Means Estimating training class, Microsoft Project and is experience in this type of estimating. Jeff has his Bachelor of Science Degree from Truman State University and complete 4 years of service in the US Airforce. Jeff will be one of the contacts on this contract providing Estimating and Project Management roles for the Contract.

**Mike Van Eck Project Manager:** Cell Phone 623.606.3052, [mvaneck@diamondridge.biz](mailto:mvaneck@diamondridge.biz): Mike will provide 40% of the project management duties to this contract. Mike has been associated with Diamond Ridge since 2015 and is one of our Project Managers. Mike provides bidding, purchasing, value engineering, quality control, schedules subcontractor, manages projects and deals with permitting issues. Mike has been in the construction industry for over 20 years and has ample knowledge of construction in various capacities of construction. Mike has experience on projects of various sizes in various states, including Facility Maintenance, Tenant Improvements and New Builds. Mike's knowledge on facility maintenance, repairs and remodeling is unmatched in our industry. Mike started in the construction industry after retiring from the Air Force in 2005. Because of his on time/within budget project success and his knowledge of construction/A&E documentation, Mike was then recruited as the senior construction/services buyer implementing RS Means contracting for Union 76 and is experienced in RS Means estimating. Mike's vast project management skills were well utilized on numerous multi-site projects throughout Arizona and the country. He managed numerous facility maintenance and remodeling projects from budgeting, contractor selection through completion. The number of sites varied from a few sites to upwards of 100 per project, these were completed for Circle K Stores. The projects Mike has completed vary in size from facility emergency repairs to entire building remodels ranging from \$90.00 to over \$1,000,000.00. Mike has successfully completed RS Means training, Microsoft Project, OSHA 10 and CPR training. Mike will be providing Project Management role for this contract.

**Gabe Gomes Project Manager:** Cell Phone 602.999.4483, [ggomes@diamondridge.biz](mailto:ggomes@diamondridge.biz): Gabe will provide 40% of the project management duties to this contract. Gabe has been associated with Diamond Ridge since 2018, he is currently one of our Project Managers and provides bidding, scheduling, purchasing, manages projects, quality control and deals with the day-to-day scheduling of subcontractors. He has been in the construction industry for over 20 years, he has a vast knowledge of construction applications. Gabe held a position at Holiday Inn and Residence Inn as Chief Engineer and was responsible for overseeing all maintenance and construction work. Gabe was the Director of Environmental Services for Grand View Terrace and was responsible for all construction projects, general maintenance and handled move in for new tenants. Gabe was responsible for managing crews of 15-20 employees on various projects of various sizes in various during his tenure at Holiday in and Grand View Terrace. Gabe has also held a position as Facility Maintenance Director and Operation Manager for Red Development and their subsidiary Shops at Norterra in Arizona. Gabe's experience and knowledge in the construction industry has grown to make him a vital and successful member of our company and the construction industry. The projects have varied in size from small repairs to entire building interior and exterior improvements. Gabe has a successful track record with ADOT Facilities, State Parks, AZ Game and Fish, AZDEMA, CAP and AZ State Hospital completing of projects as requested. Gabe has successfully completed the RS Means Repair and Remodeling Estimating training class and has knowledge and experience on Means type bidding. Gabe holds OSHA 10, FEMA IS100, FEMA IS700 certificates and is CPR certificates.

**Brandon Goshow** Estimator/Project Manager: Cell Phone 623.680.2667, [bgoshow@diamondridge.biz](mailto:bgoshow@diamondridge.biz):

Brandon will provide 40% of the project management duties to this contract. Brandon has been associated with Diamond Ridge since 2016, he is currently one of our Estimator/Project Managers and provides bidding, managing small projects, and quality control. He has been in the construction industry for over 19 years, he has a vast knowledge of construction applications required for Arizona's climate. Brandon started in the field as a team lead and progressed to the Arizona Manger for a nationwide commercial roofing company completing projects from Hawaii to New York. Brandon was responsible for managing crews of 25-30 employees on various projects of various sizes in various states. Brandon has over 10 years of residential construction experience including: renovations, framing, concrete, roofing and flooring. Brandon ran a multi-million-dollar manufacturing company that specialized in high end custom wood accent products such as: blinds, valances and base/door and crown molding. Brandon was responsible for production, AP, AR, purchasing and day to day operations. Brandon's experience and knowledge in the construction industry has grown to make him a vital and successful member of our company and the construction industry. The projects have varied in size from small repairs to entire building interior and exterior improvements. Brandon has a successful track record with AZ Industrial Commission, AZ Game and Fish, The City of Mesa, and various School districts projects and has completed them successfully as requested. Brandon has successfully completed the RS Means Repair and Remodeling Estimating training class and has knowledge and experience on RS Means type bidding and is very knowledgeable in Microsoft Project. Brandon has OSHA, Lead Safety Training and CPR Training. Brandon will be one of the contacts on this contract and will be providing Estimating and Project Management

## **1. References**

See attached supplied Questionnaire

## **B. Contractor Qualifications and Experience**

### **1. Understanding**

- a. Diamond Ridge understands all of the requirements outlined in the RFP and scope of work and indicates and agrees with all of the provisions and terms and conditions. The items below outline our understanding of the solicitation.**

- **Financial**

Diamond Ridge holds line of credits with Wells Fargo Bank and Desert Financial for times additional resources are required.

- **Demonstrating appropriate staffing**

We also post open positions on various on-line websites for tradesmen and apprentice personnel. Diamond Ridge complies resumes and performs pre-qualifying phone interviews on a continual basis in order to have qualified personnel ready when the need requires it. We currently have the ability to staff project with in-house tradesmen utilizing 12-15 journeymen and apprentice at a moment's notice.

- **Necessary resources**

Diamond Ridge has credit accounts with several different vendors and suppliers that allow us to obtain material and equipment when we need the resource. Also, we keep in stock regular used items either in our warehouse or on our service trucks. This makes the need to go to the supplier or vendor to get material not needed as often.

- **History of Competence**

Diamond Ridge has been in business since November of 1998. We have serviced our customers through maintenance type contracts through our tenure starting with our first contract in 2000 with ADOT Facilities. We have never received a letter of complete or had a contract canceled since our inception in 1998.

- b. Assessment of Diamond Ridges Ability to meet the City's Needs**

- Diamond Ridge has held two different Maintenance and Repair contracts with the City Of Peoria in the past and are currently contracted it the City for Building Maintenance Services. We have provided the requested services with great results on these contracts. Any additional services and expertise have always been completed due in part to the teamwork we have set up with the City of Mesa. Diamond feels that we are very capable of meeting all of the requirements needed to complete a successful Maintenance and repair contract as we have in the past.

- c. Material Cost Escalation and availability**

- Diamond Ridge has successful partnerships with suppliers, vendors and subcontractors. The success of these partnerships is due to honesty, being open and paying our suppliers, vendors and subcontractors. Diamond Ridge pays our suppliers, vendors and subcontractor promptly and timely which allows us to be moved to the "font or the line" as such. We also order long lead items as soon as purchase orders and submittals are sent from the city in order to avoid any delay in material and equipment. We stay in contact with our suppliers and subcontractors and advise the City of any const increases that may be coming in order to allow us to get the pricing and orders in prior to the increase.

## **2. Approach**

Diamond Ridges approaching to provide and performing the required services can also be described in our Management and Quality Control Plans stated below:

### **Management Plan**

#### **1. Statement of our plan for performing and managing the work.**

Through Teamwork and communications. Diamond Ridge knows that an informed owner is the essential key to success. We believe that as a team, we must “plan the work and work the plan” and that teamwork communication and planning are essential to a successful project.

#### **2. Personnel used.**

Brett Jenkins, Jeff Green, Brando Goshow, Mike Van Eck and Gabe Gomes along with our Site Superintendents and in-house tradesmen and apprentice will be utilized on the projects.

#### **3. Job Order Quotation Preparation.**

We utilize Excel spread sheets, Word documents for quotations and Quick Books is used for invoicing, , Microsoft Project for scheduling.

#### **4. Ensure prompt response to job order requests.**

We have developed a history of a “Can Do” attitude in meeting critical, near impossible requests for response, quotes and completion. By utilizing our experienced estimators, Project Manager team along with Superintendents that can respond to any request twenty-four hours a day seven days a week. This has always been one of Diamond Ridge’s core commitments and will continue to be in the future. Our team has work closely with other for years and anyone of us can respond to a request and then assist with any requests of the customer.

#### **5. Completing the close out package.**

Diamond Ridge has a fully staffed office and administration team that with the assistance of our project managers and superintendents can complete the close out package in a prompt and orderly manner. We keep up to date files of the items required in the close out and review them through-out the project to ensure they are compiled, complete and ready to turn over to the owner as required by the contract.

#### **6. Warranty process at substantial completion.**

Diamond Ridge has developed a warranty tracking system that alerts us of any warrantable equipment on a project two weeks in advance of the warranty periods end. This allows us the ability to have the warranty company check and verify their equipment or systems prior to the warranty period running out. If the equipment or system has been maintained by the customer to the standards in the warranty and operating manuals, any issue will be repaired or warranted at that time. If the customer has not been diligent on the maintenance, then a bid will be offered to make any repairs needed. Labor warranty will be completed at the same time of the equipment or system warranty unless the customer informs us of a problem. When a customer makes us aware of any issues, they feel is a warranty, we set an appointment and meet with the customer and discuss the issue and come to some resolve. If the issue is a warrantable issue, Diamond Ridge makes it a priority and repairs the

issue within 24-48 hours. At this time, we do not utilize an after-action review but, will implement on under this contract.

7. Performing multiple job orders at the same time.

Diamond Ridge Development has the ability to provide additional manpower through the use of Professional Manpower agencies. We have accounts in place with some of these agencies in order to supply additional manpower if and when needed. Also, we are constantly accepting applications and having pre-hire phone interviews with potential new hires if additional manpower is needed. No new hire or manpower worker will be sent to a project without a current employee or superintendent being on the project to ensure we meet our requirements for quality, performance and completion. The Diamond Ridge assigned project managers and site superintendents will not be removed from any project with-out receiving prior approval from the owner. DRDC feels that it is vital the same project manager and superintendent that walked the site in its infancy be the same people who run the project to completion. We strongly believe this makes the project runs smooth and ensures its completion on schedule and within budget. The site superintendent will have full contact with the owner's project manager in order to get or give a quick response to any question or issue that may arise.

8. Simultaneous job order request limitations.

At this time, we do not see any geographical or job order request limitations. Diamond Ridge has been working throughout the State of Arizona for the past twenty years for various State and local entities, as well as Schools and private companies. We have established working relationships with subcontractors and other small general contractors throughout the state. We will ensure these contractors understand and have the availability to utilize the bidding process and have training prior to bidding projects. Diamond Ridge will utilize these relationships in all areas to expedite bidding and ensure we meet all schedule and quality requirements.

9. Submitting claims or change orders.

Diamond Ridge has a history of not submitting an over amount of change orders. We have never submitted a claim to an owner or customer. We feel that with teamwork, communication and a detailed Scope of Work the change order requests can be reduced to none. Most of the change orders we have submitted were owner directed or requested due to a change in the Scope of Work or project. There have been change order requests required due to unforeseen conditions behind a wall or under concrete.

10. Other pertinent information.

To maintain the schedule and adjustment of the strategies will take thorough planning, a detailed Scope of Work, precise scheduling and exceptional communication between all team members. Some of the practices and procedures we employ include:

- \*Value Engineering wherever possible
- \*Pre purchase long lead items
- \*Pre-task plan to eliminate disruptions in advance
- \*Anticipate issues and provide creative options to meet project goals
- \*Evaluate to self-perform some trades
- \*Have pre-approved subcontractors at Scope Meetings & Site Walks
- \*Lessons Learned Meetings with Owner after project is complete

Diamond Ridge provides constructability reviews for all bid requested. Our project managers will continue constructability reviews during construction to identify further potential cost savings and value-add on items. At Diamond Ridge, value engineering is a means of improving the function, cost and schedule, therefore adding value to the project. If the project has the trade scopes and is of the size to require analysis, we will present less costly, more durable alternates to improve performance, reliability and long-term maintenance of the project or building.

Through our past construction experience we have learned that utilizing different project delivery method, projects start quicker and finish sooner. Some of the items we have learned to address at the Scope meeting are:

- Look for potential coordination issues. (Long lead items, fabrication of items, facility shut down, safety issues)

- Check for site utilities (landscape water, building supply water, additional building connections, & services)

- Double check door finishes and sizes

- Check for work hours and work restrictions

- Work locations and weather conditions that might be encountered

Diamond Ridge Development Corporation (DRDC) has learned that a detailed Scope of Work and a pre-bid site walk with the owner, end user and required subcontractors; make problem resolution the performance of a project go quicker and smoother.

### Quality Management Plan

#### 1. Set Goals and Monitor Performance

- a) As part of Diamond Ridge Developments commitment to excellence and our continuous improvement process, we conduct a Lesson Learned Session with the owner and end user to continually learn ways to divert problems and improve on our project performance, quality and processes. Diamond Ridge Development's goal is to provide accurate scope of work, valid training, detailed estimates and comprehensive subcontractor bids. When all of these items are secured then there should be no reason for any controversies or claims to arise on the project.

Through our past JOC experience we have learned that utilizing the JOC project delivery method, projects start quicker and finish sooner. Some of the items we have learned to address at the Scope meeting are:

1. Look for potential coordination issues. (Long lead items, fabrication of items, facility shut down, safety issues)
2. Check for site utilities (landscape water, building supply water, additional building connections, services)
3. Double check door finishes and sizes
4. Check for work hours and work restrictions
5. Work locations and weather conditions that might be encountered

## 2. Pre-construction Services

b) Diamond Ridge will set up a meeting with the design firm and the owner. We will walk the site and develop a scope of work. Along with the design team, we will develop a detailed job with sketches, value engineered wants of the end user and preliminary costs of the project. We then go back to the owner and review the new information we have developed with them. Our team will work with the owner and end user until there is a set scope of work, set plan for construction and provide a bid for the current design. Throughout this process and during construction our team will provide constructability reviews and value engineering to ensure the customer is receiving the best and highest quality project we can deliver. The constructability reviews will be implemented into the schedule to ensure we meet all required goals and benchmarks required.

## 3. Inspect to ensure quality

a) Diamond Ridge Development's officers, project managers and superintendents are all "Quality Control Representatives" and instructed to keep quality as one of our top priorities. The site superintendent is the Quality Control Manager, and he inspects for quality throughout the project. He will enforce the Quality for the project and implement the written procedures and instructions for the plan. The QC Manager directs the other project supervisory personnel, informs the subcontractors and suppliers of their responsibilities as outlined in the Quality Control Plan. The Quality Control Manager is on the project site during the construction of the project, monitors the work and assists the subcontractors and suppliers in completing these responsibilities.

## 4. Staying on Schedule

a) We have a history of completing a variety of projects and a number of projects at a time, throughout the state, on time and within budget. The ability to keep on schedule and apply or adjust to additional job orders and keep them on schedule will take precise execution of each job order construction plan. Some helpful items are to have the procurement of material, equipment and subcontractors complete before starting the project. To maintain the schedule and adjustment of the strategies will take thorough planning, detailed scheduling and exceptional communication between all team members. Some of the practices and procedures we employ include:

- ❖ Value Engineering wherever possible
- ❖ Pre purchase long lead items
- ❖ Utilize pre-approved/pre-qualified subcontractors
- ❖ Pre-task plan to eliminate disruptions in advance
- ❖ Anticipate issues and provide creative options to meet project goals
- ❖ Evaluate to self-perform some trades
- ❖ Have pre-approved subcontractors at Scope Meetings & Site Walks

5. Provided Value Engineering

- a) The City of Glendale had a carpet project in one of their buildings and wanted to use rolled goods. We recommended carpet squares. This saved the city money on the goods, saved them money on moving furniture and cut the schedule almost in half. The project went great, and we got the city back in operation in less time than they had initially thought.

6. Complaint and dispute resolution procedure.

- a) If a complaint or dispute should arise, our Project Manager and or Site Manager meet with the project team and resolve the issue at its source. This approach reinforces the team concept and allows each team member or subcontractor to communicate his or her point of view. Should the problem need to be escalated beyond the job site, senior management from all parties will sit down and work toward a solution that benefits the entire project. In the unlikely event that the senior management cannot resolve a dispute, we favor mediation/arbitration approach.

7. Other pertinent information.

- a) Diamond Ridge Development (DRDC) feels that developing a quality and comprehensive scope of work and providing an accurate and detailed estimate is essential to ensure a successful start to any requested project. Diamond Ridge will work closely with owners and customers to ensure all the objectives are accomplished within in the scope of work and estimate. our project managers will provide constructability reviews for all bid requests and continue constructability reviews during construction to identify further potential cost savings and value-add on items. At Diamond Ridge, value engineering is a means of improving the function, estimating, cost and schedule, therefore adding value to the project. If the project has the trade scopes and is of the size to require analysis, we will present less costly, more durable alternates for material and equipment to improve performance, reliability and long-term maintenance of the project or building. Diamond Ridge believes that communication with the owner informed is the essential key to success. We, as a contractor, firmly believe that we must “plan the work and then work the plan.” A hallmark of Diamond Ridge’s delivery process is our commitment or teamwork, our attention to detail and communication with the owner. We have built our business as being part of a team and not just a lone contractor participant. We have worked closely and well with our customers in the valley and believe our teamwork, communication and attention to quality, are our keys to continued success.

**Quotes and Invoices:** Samples of our quote sheet and invoices are attached

**Permitting:** Diamond Ridge is well rounded in the permitting process and inspection process with the Cit of Peoria. We have worked closely with the City’s permitting office and inspectors on several projects with our current City of Peoria Small JOC contract.

**C. Price Sheet**

See attached

**D. Conformation to RFP**

Diamond Ridge Development does not have any exceptions to any part of the RFP.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DIAMOND RIDGE DEVELOPMENT CORPORATION**

**EXHIBIT B  
Scope of Work**

**PROJECT**

In accordance with the terms and conditions of this Agreement and the City of Peoria Trade Services Contract Number ACON 2042, the City is utilizing the contractor to provide service and product work related to remodeling/renovation/tenant improvements/repairs/preventative maintenance including but are not limited to: demolition, carpentry, electrical work, plumbing, fencing, welding, concrete, roofing, painting, flooring, masonry, tile, doors and hardware, and ceiling work for City of Glendale facilities on as as-needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DIAMOND RIDGE DEVELOPMENT CORPORATION**

**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 \$600,000 annually or \$3,000,000 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 20422, for Trade Services on an as-needed basis.