

**AGREEMENT FOR  
WATER METER VALVE BOXES, METERS AND LIDS  
City of Glendale Solicitation No. IFB 23-25**

This Agreement for Water Meter Valve Boxes, Meters and Lids ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Ferguson Enterprises, LLC, a Virginia corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 23-25 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

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

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

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

3.5 Work Product.

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

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$500,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

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

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

## 5. **Billings and Payment.**

### 5.1 Applications.

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

### 5.2 Payment.

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

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

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

## 6. **Termination.**

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

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

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

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

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

8. **Insurance.**

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

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

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

## 8.2 Sub-contractors.

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

## 8.3 Indemnification.

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

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

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 10. **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.
- 11. **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.
- 12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

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

12.2 Representatives.

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

Ferguson Enterprises LLC  
c/o Justin Kapitan  
1324 S 3<sup>rd</sup> St, Suite 140  
Phoenix, AZ 85004

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

City of Glendale  
c/o Anne Shadle  
5850 W Glendadle Ave.  
Glendale, Arizona 85301  
623-930-2864

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

14. **Entire Agreement; Survival; Counterparts; Signatures.**

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

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

- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**15. Term.**

- 15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

- 16. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 17. Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:  
<http://www.mesaaz.gov/business/purchasing/save>

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

Exhibit A	Project
Exhibit B	Compensation

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,  
an Arizona municipal corporation

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By: Kevin Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Ferguson Enterprises LLC,  
a Virginia corporation



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By: Justin Kapitan  
Its: Area Sales Manager

**EXHIBIT A**

**Water Meter Values, Boxes and**

**PROJECT**

Ferguson Enterprises, LLC shall provide products per attached IFB 23-25 Scope of Work.



# CITY OF GLENDALE PROCUREMENT DIVISION INVITATION FOR BIDS

**SOLICITATION NUMBER:** IFB 23-25

**ONLINE BID NUMBER:** 42300034

**TITLE:** WATER METER VALVE BOXES, FRAMES AND LIDS

**PUBLISHED DATE:** NOVEMBER 16, 2022

**BID DUE DATE AND TIME:** **DECEMBER 16, 2022, BEFORE 2:00 PM LOCAL TIME**  
***NOTE:** This is a sealed bidding process requiring bids to be submitted **ONLINE** via the Vendor Self-Service (VSS) system at <https://glendaleazvendors.munisselfservice.com/Vendors/VBids/Default.aspx> before the date/time shown above. The Vendor Self-Service system will not accept late bids.*

**Bids must be submitted electronically to Procurement through Vendor Self-Service System (VSS).**


**Vendor registration instructions:**

<https://www.glendaleaz.com/common/pages/DisplayFile.aspx?itemId=16718352>

Bids shall be opened for public viewing in the presence of one or more witnesses via virtual meeting: ***Please check the Events tab on the Bid for Opening information***

The name of each bidder, and the bid price shall be recorded on a bid record. The name of the required witness shall also be recorded.


**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

	<p><b>SOLICITATION NUMBER:</b>  <b>IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES,  FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Procurement Division</b>  <b>5850 West Glendale Avenue,</b>  <b>Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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**TABLE OF CONTENTS**

**IFB Package**

1.	INTRODUCTION.....	3
2.	BACKGROUND.....	3
3.	GENERAL SPECIFICATIONS.....	3
4.	TECHNICAL SPECIFICATIONS.....	3
5.	OTHER REQUIREMENTS.....	4
6.	QUANTITIES.....	5
7.	DELIVERY.....	5
8.	EXHIBIT 1: SPECIAL NOTICES.....	5
9.	EXHIBIT 2: SPECIAL TERMS AND CONDITIONS.....	10
10.	EXHIBIT 3: INSURANCE, BOND AND INDEMNIFICATION.....	19

	<b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b>  <b>WATER METER VALVE BOXES, FRAMES AND LIDS</b>	<b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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**1. INTRODUCTION**

The City of Glendale, Arizona (“City”) Water Services Department (WSD) intends to establish term contract(s) with qualified vendors to provide, water valve covers, meter boxes and lids. The City may choose to award contracts with multiple vendors to ensure all orders are fulfilled as needed.

**2. BACKGROUND**


The City of Glendale Water Services Department provides safe, reliable high-quality water and wastewater services for its residents and is responsible for the maintenance, repair and upkeep of the City’s water and wastewater system.

**3. GENERAL SPECIFICATIONS**

- i. Permits and Licenses: Contractor shall maintain, in current status, Federal, State and Local licenses and permits required for the operation of the business conducted by the contractor. License and permit fees shall be included in and are part of the total offer cost. During the term of the contract the Contractor shall notify the City in writing within (2) working days, of any suspension, revocation or renewal.
- ii. As Needed – When Needed: The purchase of water meter boxes, valve boxes, lid valve boxes, frames and lid and miscellaneous parts and accessories shall be on an “as needed, when needed” basis.
- iii. Changes to Specifications: Throughout the term of this contract, the City reserves the right to add, revise or make changes to the specifications to best serve the needs of the City.
- iv. Safety Standards: All products supplied under this contract shall comply with applicable state, city and federal safety requirements.

**4. TECHNICAL SPECIFICATIONS**

- i. The valve boxes and components described in the PRICE SHEET (Response Workbook) are indicative of the type and quality the City requires. However, the City may consider any product that may be considered an approved equal by qualified City Staff. The City of Glendale will be the sole judge in determining whether any product offered by a bidder qualifies as an approved equal.
- ii. Specifications for valve boxes and components are based on the Uniform Standard Details for Public Works Construction as prescribed by the Maricopa Association of Governments,  
[https://azmag.gov/Portals/0/Documents/MagContent/2022\\_MAG\\_Uniform\\_Standard\\_Details\\_for\\_Public\\_Works\\_Construction\\_DETAILS\\_FINAL.pdf?ver=2021-12-28-105537-570](https://azmag.gov/Portals/0/Documents/MagContent/2022_MAG_Uniform_Standard_Details_for_Public_Works_Construction_DETAILS_FINAL.pdf?ver=2021-12-28-105537-570)

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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- iii. All meter box lids shall have a standard automatic meter reader (AMR) hole 2” per MAG Detail No. 310, note No. 5.
- iv. Valve boxes, covers and adapters shall be designed, constructed and approved for use in heavy traffic areas.


**5. OTHER REQUIREMENTS**

- i. Term. The term of the resultant contract shall be for a two (2) year initial term. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement for an additional three (3) years as defined in below.
- ii. Option to Extend. Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional three (3) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- iii. Defective Products and Services. All defective products/services delivered to the City shall be replaced and exchanged by the Bidder. The cost of replacing the product/service and other similar expenses shall be paid by the Bidder.
- iv. Pricing. Bidder’s pricing shall include, but not be limited to, labor, salaries, employee benefits, vehicles, equipment, tools, materials, supplies, fuel, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to provide the requested product and services.

All prices quoted shall be firm and fixed for the specified contract period. The City shall NOT be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

- v. Price Changes. Bidder may submit a request for price adjustment **90 days** prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed price changes. Supporting justification may include cost increase that was clearly unpredictable at the time of the bid and is directly correlated to the price of the product; formal announcement from the manufacturer that the cost of the contract product has been increased, etc.

The City will review the request and will determine if the price adjustments shall be granted or if an alternate option is in the best interest of the City.

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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The price adjustment, if approved, will be effective and executed via a contract amendment.

**6. QUANTITIES**

The quantities referenced in this solicitation are estimates ONLY and are to be used for information purposes only. No commitment of any quantity is made during this contract.

**7. DELIVERY**

- i. Contractor shall deliver ALL parts to Materials Control (Warehouse) located at 6429 W Orangewood Ave, Building N, Glendale, AZ, 85301.
- ii. Deliveries are to be made on regularly scheduled workdays between 6:30 a.m. and 2:30 p.m., or as requested by the contract administrator.
- iii. The resultant contract requires delivery of any items within forty-five (45) days from the date of the purchase order or written notice to proceed from the City.
- iv. The City reserves the right to purchase any item under the resultant contract from other suppliers if the awarded vendor(s) is unable to meet this requirement.

**8. EXHIBIT 1: SPECIAL NOTICES**

By signing on the Offer Sheet, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

i. **RETURN OF BID. The Bidder shall submit their Bid Response electronically in Vendor Self Service (VSS).**


Bidder is required to register in VSS prior to submitting a bid if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>.


- A. The Bidder shall complete all sections of the solicitation in the format given and the spaces provided. Bids that do not conform to the above format may be rejected.
- B. The Bidder shall bear all costs associated with submitting the Bid, including bid preparation, site visitation or any travel connected with submission of the bid. The City shall have no liability whatsoever for such costs.

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


- i. Response Workbook

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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- ii. Addendum; return all addenda (if applicable).
- iii. **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.
- iv. **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- v. **ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- vi. **INQUIRIES** Any question related to this solicitation shall be directed to the Procurement Officer whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least **FIVE days** prior to the bid due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- vii. **SPECIAL TERMS AND CONDITIONS** Additional terms and conditions specific to the provision of the product/services referenced will be negotiated with the successful bidder for inclusion in the contract.
- viii. **PUBLIC RECORD REQUIREMENTS** Bidder acknowledges that the City is a public agency and must comply with all Public Records laws and bids submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the bid that the bidder deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the bidder's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

	<b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b>  <b>WATER METER VALVE BOXES, FRAMES AND LIDS</b>	<b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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- ix. **PERMITS AND LICENSES** It is the bidder’s sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.
  
- x. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES** The submission of the bid did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.
  
- xi. **NON-DISCRIMINATION** By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
  
- xii. **NO CONSIDERATIONS** The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted bid.
  
- xiii. **AUTHORIZED AGENT** The individual signing the submittal is an authorized agent and has the authority to bind the bidder to the bid and subsequent contract if awarded.
  
- xiv. **KEY PERSONNEL** If awarded, bidder shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.
  
- xv. **SITE INSPECTION** It is the responsibility of the bidder to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the bidder did, in fact, make a site inspection and is aware of all conditions.
  
- xvi. **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any bidder as it deems necessary to establish the competence and financial stability of any bidder submitting a bid.

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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xvii. **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating bids.

xviii. **EVALUATION LITERATURE**

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

xix. **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a bidder may formally withdraw the bid through the Vendor Self Service System, a written letter, or electronic mail from the bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.


xx. **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

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

Please go to: [www.glendaleaz.com/procurementpolicies](http://www.glendaleaz.com/procurementpolicies) for information and instructions on how to file a protest with the City of Glendale.

xxii. **CONTRACT CANCELATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- A. The Contractor provides personnel that do not meet the requirements of the contract.

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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- B. The Contractor fails to perform adequately the services required in the contract.
- C. The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- D. The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- E. The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.


If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- A. Cancel the contract;
  - . Reserve all rights or claims to damage for breach of any covenants of the contract;
- B. 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;
- C. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

xxiii. **OFFICIAL TIME CLOCK** The official time clock used to verify the date and time a bid is received is located at the City of Glendale, Procurement office. A bid is considered to be in the actual possession of Procurement upon submission in VSS before the official due date and time.

xxiv. **DEFINITIONS** For purposes of this Invitation for Bids and resultant contract, the following definitions apply:

- A. **“Bid”** means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- B. **“Bidder”** means the business, entity or person who submits a bid in response to a competitive solicitation.
- C. **“City”** means the municipal corporation of the City of Glendale, Arizona

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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- D. **“Contract”** means the agreement for the procurement of goods, services and work.
- E. **“Contractor”** means a bidder responding to an Invitation for Bids who has been awarded a Contract with the City.
- F. **“Days”** means business days (unless otherwise specified) and shall be computed pursuant to A.R.S. 1-243.
- G. **“Invitation for Bids”** means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.
- H. **“Public Record”** means bids and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- I. **“Purchase Order”** means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.


**9. EXHIBIT 2: SPECIAL TERMS AND CONDITIONS**

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Bidders are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City’s Website and are applicable to Invitation for Bids:

[https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/procurement\\_policies](https://www.glendaleaz.com/your_government/city_finances/procurement/procurement_policies)


Standard Terms and Conditions, Invitation for Bid – Revised 04-24-2009

- i. **TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" bids shall be rejected.
- ii. **ALTERNATE OFFERS** Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
- iii. **EFFECTIVE PERIOD OF OFFER** Bids shall be valid for a minimum of 120 days following the deadline for submitting bids. If an award is not made during that


	<b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b>  <b>WATER METER VALVE BOXES, FRAMES AND LIDS</b>	<b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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period, all bids shall be automatically extended for another 120 days. Bids will be automatically renewed until such time as either an award is made, or proper Notice is given to the Procurement Officer of bidder's intent to withdraw its bid. Bids may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.


- iv. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
- v. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
- vi. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any bidder errors or omissions. No corrections will be permitted after the bids have been opened.
- vii. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- viii. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified bidder from submitting a bid, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the bid due date. All bidders will be notified by a written addendum to the solicitation of any approved changes.
- ix. **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- x. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.

	<p style="text-align: center;"><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p style="text-align: center;"><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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- xi. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
- xii. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with SDS covering those particular products the contractor may expose City employees or the general public to while working at the site.
- xiii. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- xiv. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The bidder's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

	<b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b>  <b>WATER METER VALVE BOXES, FRAMES AND LIDS</b>	<b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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- xv. RESPONSIBILITY FOR CORRECTION** It is agreed that the bidder shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Bidder agrees to give the City first priority. Bidder agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and bidder further agrees to be fully responsible for any consequential damages suffered by the City.
- xvi. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The bidder expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
- xvii. REJECTION OF OFFERS** The City reserves the right to reject any or all bids, or any part thereof; to accept any bid or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- xviii. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- xix. TAX EXEMPTION** The City is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- xx. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- xxi. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.

	<b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b>  <b>WATER METER VALVE BOXES, FRAMES AND LIDS</b>	<b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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- xxii. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the bid and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- xxiii. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- xxiv. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at [https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/notice\\_of\\_intent\\_to\\_award](https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award). Untimely protests will not be considered.
- xxv. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- xxvi. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- xxvii. ADDENDA** Any change to the bid will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the bid. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the bid. The City will not be responsible for bidders adjusting their bid based on oral or written instructions.


	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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- xxviii. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- xxix. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed or identified.
- xxx. **BID TABULATION** An electronic copy of the bid tabulation may be requested by e-mailing the Procurement office at [procurement@glendaleaz.com](mailto:procurement@glendaleaz.com) and referencing the bid title and number. The information will be available for distribution when the City has completed its evaluation process of the bids received.
- xxxi. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.
- xxxii. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- xxxiii. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this bid. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
- xxxiv. **VENDOR PERFORMANCE** Prior bidder performance in regard to product, service, or representation of/from the bidder may be used in evaluation of this bid. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this bid. No bid will be awarded to any bidder who is in default on any contract with the City.
- xxxv. **FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the

	<p><b>SOLICITATION NUMBER:</b>  <b>IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES,  FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Procurement Division</b>  <b>5850 West Glendale Avenue,</b>  <b>Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

- xxxvi. NOTIFICATION OF AWARD** The successful bidder(s) will be notified that their bid has been accepted by the City Council as recommended for award.
- xxxvii. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- xxxviii. COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:  
<http://www.mesaaz.gov/business/purchasing/save>
- xxxix. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- xl. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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accrue those obligations to the benefit of the City. Contractor’s warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**xli. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:


1. Establishing and maintaining records and documentation
2. Monitoring the contractor’s performance
3. Handling issues and disputes
4. Exercising extension options
5. Initiating contract modifications
6. Initiating rebids or new solicitations

**xlii. FORCE MAJEURE**


A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following circumstances:

1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market.
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

	<b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b>  <b>WATER METER VALVE BOXES, FRAMES AND LIDS</b>	<b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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**10. EXHIBIT 3: INSURANCE, BOND AND INDEMNIFICATION**

**1. EXHIBIT 3: INSURANCE REQUIREMENTS**

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

i. **Insurance Requirements.** Bidder shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the Bidder from liabilities that might arise. Bidder is free to purchase such additional insurance as Bidder determines necessary.

A. **Minimum Scope and Limits of Insurance:** Bidder shall provide coverage with limits of liability not less than those stated below.


**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

a) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

b) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**2. Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$1,000,000.

- a) The policy shall be endorsed to include the following additional insured language: “The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR.” Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.
- b) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**3. Worker's Compensation and Employers' Liability**


Workers' Compensation Statutory

Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a) Policy shall contain a waiver of subrogation endorsement in favor of the “**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**4. Fidelity Insurance (Crime Bond)**

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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- a) The policy shall be issued with minimum limits of \$1,000,000.
- b) The policy shall include coverage for all directors, officers, agents and employees of the Offeror.
- c) The policy shall include coverage for third party fidelity.
- d) The policy shall include coverage for theft.
- e) The policy shall contain no requirement for arrest and conviction.
- f) The policy shall cover loss outside the premises of the Named Insured.
- g) The Department shall be endorsed (Blanket Endorsements are not acceptable) as a Loss Payee as our interest may appear.

**5. Professional Liability (Errors & Omissions)** – no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Should include coverage for Plan administration and fiduciary administrative duties. Full description of the E&O Coverage provided.

Errors & Omissions are written as Claims Made Policies. If any of the policies provide coverage on a claims-made basis the following shall apply:

- a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- c) If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of contract work

**6. Cyber Liability** – with limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to

	<p><b>SOLICITATION NUMBER: IFB 23-25 / 42300034</b></p> <p><b>WATER METER VALVE BOXES, FRAMES AND LIDS</b></p>	<p><b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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respond to these obligations. If the policy is written on a claims-made basis a Retroactive Date must be shown as indicated item v) above.

**7. Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:**

- a) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- b) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- c) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- d) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- e) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications at any time.

**EXHIBIT B**  
**WATER METER VALVE BOXES, FRAMES AND LAIDS**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation will be as specified in IFB 23-25 Response Workbook.

**NOT-TO-EXCEED AMOUNT**

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

**DETAILED PROJECT COMPENSATION**

See attached Response Workbook.



**City of Glendale**  
**Solicitation Number: IFB 23-25 / 43200034**  
**WATER METER VALVE BOXES,**  
**FRAMES AND LIDS**  
**RESPONSE WORKBOOK**

**CITY OF GLENDALE**  
**Procurement Department**  
**5850 West Glendale**  
**Avenue, Suite 317**  
**Glendale, Arizona 85301**

**1. BIDDER SHEET (Must be printed, signed and returned upon completion)**

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

12/12/2022

Date

Ferguson Enterprises LLC

Legal Company Name

Justin Kapitan

Printed Name (Authorized Signatory)

Area Sales Manager

Job Title

Offeror Certifies it is a (check only one):       Proprietorship    Partnership    Corporation

justin.kapitan@ferguson.com

Email Address

1324 S. 3rd St Suite 140

Mailing Street Address

602.495.8437

Phone Number

Phoenix AZ, 85004

City, State & Zip Code

**Questions regarding this offer should be directed to (if different from above):**

Bill Romo

Contact Name

602.725.5908

guillermo.romo@ferguson.com

Phone Number

Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 54-1473338

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS:  Yes  No

**DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?**

Yes, Number 07515254 Tax Rate: 8.6% OR  No, not required to have an Arizona TPT License

**CONFLICT OF INTEREST (SPECIAL NOTICES):**


No, I do not have a conflict of interest    Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

**ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.***

**Exhibit 1 – Special Notices**

**Exhibit 2 – Special Terms and Conditions**

**Exhibit 3 – Insurance Requirements**

 Justin A. Kapitan  
 Authorized Signature

BIDDER NAME: Ferguson Waterworks



**City of Glendale**  
**Solicitation Number: IFB 23-25 / 43200034**  
**WATER METER VALVE BOXES,**  
**FRAMES AND LIDS**  
**RESPONSE WORKBOOK**

**CITY OF GLENDALE**  
**Procurement Department**  
**5850 West Glendale**  
**Avenue, Suite 317**  
**Glendale, Arizona 85301**

**2. PRICE SHEET**

<b>WATER METER VALVE BOXES, FRAMES AND LIDS</b>					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (AxB)
1	Valve Box Frame (Water Monument) Per MAG Detail 270	Each	45	\$ <u>144.00</u>	\$ <u>6480.00</u>
2	Valve Box Lid, #8 Drop-In, Water Per MAG Detail 270	Each	80	\$ <u>55.30</u>	\$ <u>3189.60</u>
3	Valve Box Lid, #8 Drop-In, Sewer Per MAG Detail 270	Each	10	\$ <u>55.30</u>	\$ <u>398.70</u>
<b>CONCRETE METER BOXES PER MAG DETAIL 320</b>					
4	Tucson #1 Box, Meter Concrete 12" W x 19" L x 11" H	Each	100	\$ <u>51.32</u>	\$ <u>5132.00</u>
5	#1 Box, Meter, Concrete	Each	25	\$ <u>51.32</u>	\$ <u>1283.00</u>
6	#2 Box, Meter, Concrete	Each	35	\$ <u>96.52</u>	\$ <u>3378.20</u>
7	#3 Box, Meter, Concrete	Each	13	\$ <u>122.74</u>	\$ <u>1595.62</u>
8	#4 Box, Meter, Concrete	Each	18	\$ <u>136.10</u>	\$ <u>2449.80</u>
<b>STEEL METER BOX LIDS PER MAG DETAIL 310</b>					
9	Tucson #1 Lid, Meter Box, Steel, Open Corner; 14" L x 9" W x 1.5x H	Each	50	\$ <u>65.84</u>	\$ <u>3292.00</u>
10	#1 Lid, Meter Box, Steel, Open Corner, Black	Each	25	\$ <u>65.84</u>	\$ <u>1646.00</u>
11	Lid, Meter Box, #2, Steel, Open Corner, Black,	Each	65	\$ <u>158.96</u>	\$ <u>10332.40</u>
12	#3 Lid, Meter Box, Steel, Open Corner, Black	Each	8	\$ <u>224.76</u>	\$ <u>1798.08</u>
13	#4 Lid, Meter Box, #4, Steel, Open Corner, Black	Each	14	\$ <u>289.48</u>	\$ <u>4052.72</u>

BIDDER NAME: Ferguson Waterworks



**City of Glendale**  
**Solicitation Number: IFB 23-25 / 43200034**  
**WATER METER VALVE BOXES,**  
**FRAMES AND LIDS**  
**RESPONSE WORKBOOK**

**CITY OF GLENDALE**  
**Procurement Department**  
**5850 West Glendale**  
**Avenue, Suite 317**  
**Glendale, Arizona 85301**

14	Tucson #1 Lid, Meter Box, Gray, Open Corner 14"L x 9" W x 1.5x H,	Each	100	\$65.84	\$6584.00
15	#1 Lid, Meter Box, Steel, Open Corner, Gray	Each	25	\$65.84	\$1646.00

BIDDER NAME: Ferguson Waterworks



**City of Glendale**  
**Solicitation Number: IFB 23-25 / 43200034**  
**WATER METER VALVE BOXES,**  
**FRAMES AND LIDS**  
**RESPONSE WORKBOOK**

**CITY OF GLENDALE**  
**Procurement Department**  
**5850 West Glendale**  
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Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (AxB)
16	Lid, Meter Box, #2, Steel, Open Corner, Gray,	Each	65	\$ <u>158.9</u> <u>6</u>	\$ <u>10332.4</u> <u>0</u>
17	#3 Lid, Meter Box, Steel, Open Corner, Gray	Each	8	\$ <u>224.7</u> <u>6</u>	\$ <u>1798.08</u>
18	#4 Lid, Meter Box, #4, Steel, Open Corner, Gray	Each	14	\$ <u>289.4</u> <u>8</u>	\$ <u>4052.72</u>
<b>Grand Total (Items 1-18)</b>					\$ <u>70830.0</u> <u>2</u>

**3. OPTIONAL ITEMS**

Offerors may submit discount pricing for other related product categories similar to the format below. These items are not included in the bid evaluation process. The City may or may not purchase these items. The City reserves the right to approve or reject portions of the manufacturer's suggested retail price (MSRP), retail price sheets, catalogs or pricing schedule whichever is deemed in the best interest of the City. Upon acceptance by the City, these catalog items may become part of the contract.

CATALOG DISCOUNT PRICING			
Item No.	Product Categories	MSRP or Catalog Published Dates	Discount of MSRP or Catalog Price
19	Others: (Specify) <u>    N/A    </u>	<u>                    </u>	<u>    0    </u> % Discount
20	Others: (Specify) <u>                    </u>	<u>                    </u>	<u>          </u> % Discount
21	Others: (Specify) <u>                    </u>	<u>                    </u>	<u>          </u> % Discount
22	Others: (Specify) <u>                    </u>	<u>                    </u>	<u>          </u> % Discount

BIDDER NAME: Ferguson Waterworks



City of Glendale  
Solicitation Number: IFB 23-25 / 43200034  
**WATER METER VALVE BOXES,  
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**4. TAX AMOUNT**

Bidders should not include taxes in their unit price. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Please list your tax rate: 8.6 %

**5. DISCOUNT/PAYMENT TERMS: The City standard is 2% Net 20 days.**

Comply: YES \_\_\_\_\_ NO X

If your answer is NO, please state terms offered: (Enter discount rate if payment not 2% Net 20 days) %

No payment terms are offered in relation to this Solicitation.

BIDDER NAME: Ferguson Waterworks