



City of Peoria, Arizona

Notice of Request for Proposal

Request for Proposal No: **P08-0011** Proposal Due Date: **January 9, 2008**

Materials and/or Services: **Fencing Replacement & Repair** Proposal Time: **5:00 P.M. MST**

Contact: **Peggy Ferrin**
Ext. **7780**

Project No: _____ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**

Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management 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 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.** All proposals shall be completed in ink or typewritten. 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: Ed STANLEY Telephone: 602-376-5808 Fax: 623 939 1940

ASSOCIATED FENCE Authorized Signature for Offer

Company Name

7630 N 67th AVE Vincent D. Blauvelt

Address

Glendale AZ 85301 Printed Name

City State Zip Code

Pres. 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:

Mary Jo Kief
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 1-26-08

Approved as to form:
William L. Emerson, Assistant City Attorney

CC: _____

Stephen M. Kemp, City Attorney

Contract Number:

CON 02108

Contract Awarded Date: 1-25-08

Official File: _____

Herman F. Koebergen, Materials Manager

SCANNED



A CON 02108



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue

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 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 on the cover page of 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

8314 West Cinnabar Avenue
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - 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 warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

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



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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. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of 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.
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.



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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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

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.



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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.
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.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



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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.
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.
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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0011

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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 **REPLACEMENT AND REPAIR OF FENCING**. The Purpose is to establish a contract with firm pricing from which the city of Peoria may replace fencing on an as needed basis.
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. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence upon award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **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.
8. **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.
9. **Pre-Proposal Conference:** A conference will be held at the City of Peoria, Sports Complex:

ADDRESS: 16101 N 83rd Ave
Peoria, Arizona 85382
Souvenir Room

DATE: December 28, 2007

TIME: 8:30 A.M., Arizona Time

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



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or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

10. **Conditions of Work:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
11. **Proposal Format:** Specific proposal content requirements are listed in Section V, Page 17.
12. **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 45 minutes. The City may interview individuals separately and/or as a group. Make sure all proposed team members are available for interview on the date specified in this solicitation. If work involves a major sub-consultant, the Contractors Project/Team Manager's presence may also be requested (by the City) at the interview.
13. **Evaluation:** 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. Specific evaluation criteria are listed in the Scope of Work.
 - a. Method of Approach
 - b. Value Added Plan
 - c. Cost Proposal
 - d. Past Performance/References
 - e. Conformation to Request for Proposal
14. **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.
15. **Proposal Opening:** Proposals shall be submitted at the time and place designated 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.
16. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
17. **Warranty:** All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the City. 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 parts and labor) without cost to the City.
18. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
19. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.



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20. **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.
21. **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.
22. **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.
23. **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.
24. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of 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.
25. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
26. **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 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/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any



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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.

27. 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 00011093 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 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting 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 00011293, 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.



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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

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.

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

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

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

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

29. **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.

30. **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.
- ii. 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.



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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.

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.

31. **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.
32. **Warranty:** Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications.
33. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the materials/supplies or to perform the services within elements of the project schedule or the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
34. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor 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 Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.



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35. **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.
36. **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.
- 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.
37. **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.
38. **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.
39. **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:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - 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:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- 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;



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- 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;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.



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Section I - Intent

The Contractor shall supply all labor, supervision, materials, replacement parts, supplies, tools, transportation, equipment and incidentals required to provide comprehensive fencing repair and replacement. These services shall be limited to: repair, installation and routine maintenance for all the City of Peoria departments on an as needed bases. Currently the Sports Complex is looking to replace (12) Back Stop/Dugout areas. **This contract is not to be used for new fencing installations.**

Section II - Background

The City of Peoria Sports Complex is the Spring Training and year-round, player development facility of the Seattle Mariners and San Diego Padres. The site encompasses almost 150 acres and within this property are a variety of fencing and gates. The facility is owned by the City of Peoria and includes 13 full size baseball fields, 3 half fields, numerous hitting tunnels and practice mound galleries. This contract will be for the Sports Complex and the City as a whole.

Section III – Scope of Work

Contractor shall be responsible for supplying all materials, labor and equipment necessary in the repair, replacement and removal of fencing. Replacement parts shall be new, like kind and quality and with minimum warranty of ninety days, unless long warranties are available from manufacturers. All labor for repairs shall have a minimum ninety-day warranty.

The Contractor shall recommend to the City when a section of fencing or gate replacement is necessary. The contractor's recommendation shall include both the cost and the labor to replace the fencing. The Contractor is responsible to verify all measurements provided in this solicitation.

Service hours

Regular Service shall be work performed between 8:00 AM to 5:00 PM, Monday through Friday, excluding City holidays. Emergency, After Hours & Saturday shall be work performed after 5:00 PM and before 8:00 AM the next morning and Saturday work. Sunday & Holidays shall be work performed during Sundays or during any City Holiday.

Preparation

Contractor shall not begin a project for which the City has not prepared the site, unless contractor does the preparation work at no cost. Site preparation includes, but is not limited to: moving equipment, installing wiring, and pre-installation requirements.

Safety measures

Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in workers, general public, and existing structures from injury or damage.

The Contractor shall ensure all removal of debris and rubbish resulting from his work. Additionally, the Contractor will ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. Materials classified by the City representative as salvageable shall remain the property of the city and shall be delivered as designated by the City representative. Materials not classified as salvageable or repairable by the City representative shall be disposed of in accordance with applicable federal, state, and local rules, regulations,



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statutes, and ordinances.

Section IV – Proposal Format

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. Original should be bound in a manner (not hole punched or spiral bound) that facilitates easy handling, photocopying, and reading by the City. **DO NOT BIND THE ORIGINAL COPY.** The proposals should be submitted in the maximum length requirements as specified:

The Proposal submittal **must NOT contain any personal names (letterhead, contractor name, past projects, or project personnel.)** No names!!! In order to minimize any bias by the evaluation committee, the Proposal submittals must not contain ANY names (such as contractor, manufacturer, or designer names, personnel names, project names, product names, or company letterhead), and should not contain any marketing information. Place your Contractors name and information on the Request for Proposal form and attach it to the front of the Proposal.

All proprietary information and personal names should be contained in the Request for Proposal Form (see Attachment 2). **Do NOT include brochures, marketing pieces, or product names.**

The goal is to make the selection process as efficient as possible. Therefore, the Proposal Submittals should be a brief, well organized and concise.

Section V – Proposal Content

A. Project Understanding & Method of Approach

Present a proposed method of satisfying the requirements of the Scope of Work, as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action.

B. Value Added Plan

Use form on page 21 to list additional value added plan that will help add value outside of the scope of work.

C. Cost Proposal

1. Provide firm pricing as follows:

Attachment 3 on page 22 is the layout of the City's current baseball field. The city is looking to remove and replace the fabric with 6 gage fabric, and add a bottom rail to the back stop and dugout areas. The scale on the bottom left hand side of the attachment is a scale of the fence heights. All fencing in area #1 & #2 are 10' high. Scale on the right hand side is from corner of back stop to where the dug out start. All measurements are to be verified by the Contractor.

- Price the City's current project on (page 22). State cost to remove and replace fabric and bottom rail to all 12 areas. Pricing to include all materials, labor, equipment, travel, tax, insurance and miscellaneous costs.



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2. Ongoing Pricing for Term of Contract:

In addition to the firm pricing for the replacement of the 12 areas identified above, the ongoing basis for the contract will be a time and materials contract based upon the pricing structure agreed upon at time of contract award. Please provide labor and material rates, plus percent markup for fencing replacements for 5, 6, 8, 10, 12, and 30 foot high fencing as follows. Any sizes not listed that may be needed in the future will be negotiated on a time and materials basis separately using a pricing structure similar to what was proposed and awarded.

- Less than 20 feet
- More than 20 feet and less than 50 feet
- More than 50 feet and less than 100 feet
- More than 100 feet and less than 250 feet
- More than 250 feet

3. Labor Rates:

Please provide hourly labor rates for minor repairs to include any truck, equipment and travel.

- One Man Crew
- Two Man Crew
- Three Man Crew

4. Additional Charges:

- List any additional charges that may apply such as:
- Design Service
- Equipment
- Maintenance Services
- Travel Charges
- Delivery/Shipping
- Warranty on work performed and Parts installed
- List any additional charges that might apply and provide a description and price for each.

D. Past Performance/References, Experience Similar Projects

Performance Surveys (Page 23-25)

Each Firm is responsible for sending/faxing out a survey questionnaire to past clients making sure they complete the survey and return the form directly back to the City of Peoria before the RFP due date. To do this, fill out the top portion, (Date, To, Phone, Fax and your Firm name) on the attached Performance Survey memo. Fax, e-mail or mail the form to clients for which you have previously provided similar product to. All clients must be different (can't have multiple people evaluate the same location). The maximum number of surveys that will receive credit is five (5) and the minimum is one (1).



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Section VI – 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.

1. Method of Approach for Services
2. Value Added VA plan
3. Cost
4. Past Performance/References, Experience Similar Projects
5. Conformance to Request for Proposal

Section VII – Interview

The City will short-list Contractors based on the above criteria. Interview information will be sent to the short-listed Contractors. These criteria shall only be applied to those Contractors who make the interview short-list phase and will be used to establish the final short-list ranking. Under these criteria, the committee will consider the overall impression made by the submitting firm regarding their ability to identify the risk ahead of time, successfully complement the project and their ability to successfully build the project. The ability of candidates to present creative solutions to the current material shortage and escalating cost environment of the construction industry shall be considered. The ability of the firm to present a "team" profile that will be conducive to project success shall be considered. The ability of firm to agree to all terms and conditions represented in The City contract between Owner and Contractor shall be considered.

The City may interview all of the critical individuals of the short-listed Contractors. Interviews may be held individually or as a group. Please make sure all proposed team members are available for interviews on the date specified in this solicitation. No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the Contractors competitiveness.

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.

Section VIII – Proposal Submittal and contact Information

Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria/Materials Management
8314 W. Cinnabar
Peoria, AZ 85345

The proposal shall be due no later than **5:00 p.m.** on January 9, 2008.

All questions regarding the proposal should be directed to Peggy Ferrin at peggy.ferrin@peoriaaz.gov



ATTACHMENT 1

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REQUEST FOR PROPOSAL FORM

This form must be completed and stapled to the Proposal, as part of your submittal.

Name of Firm: ASSOCIATED FENCE
Name of Project Contact: Ed STANKY

The Value Added Plan should be stapled to this form

The Proposal submittal must **NOT** contain any names, past projects, or information that may identify the Firm or critical team members.

ASSOCIATED FENCE Co.
Name of Company

Ed STANKY Ed Stanky
Printed Name of Firm Representative Signature of Firm Representative

602-376-5808 623 939 1940 1-9-08
Phone Fax Date

EDS@AssociatedFence.net
E-mail address

Solicitation # PO 8-0011

To: Materials Management Procurement

Thank you for the opportunity to bid the repairs and replacement of fencing structures throughout Peoria. We believe our firm is uniquely suited for this type of performance oriented work as we possess a complete manufacturing facility (including the only in house powder coating system of any fence company) in very close proximity to the City of Peoria and their facilities. Our company prides itself on responsiveness to emergency repairs and "Time is of the essence projects".

We have the ability for speedy responses thanks to the amount of in house equipment required to complete projects as well as our very large, on hand inventory.

Our firm has been a family owned and operated business for 35 years and we have specialized in backstops, dugouts, tennis courts, and wrought iron construction throughout Arizona for different municipalities, state, federal, and school projects.

The project at hand will be approached with a man lift, as well as three experienced crew members. Fabric will be removed from the existing structure, while taking special care to stay within the perimeter track. New six gauge fabric will be stretched and retied to the structure using new tie wires. Tension bands and bars will be replaced as needed. Each field, as proposed, will take approximately five working days to complete.



ATTACHMENT 2

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Value Added Options or Differentials (what you will do that the others do not)

Contractors should identify any value added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease schedule, cost, or expectation. You may add/delete the value tables below as necessary.

Example; Due to the fact that the fencing is repeatedly hit with balls, and in result the fencing is pulled up away from bottom guide line, our firm suggest using a double reinforced supports.

Attachment 2

Solicitation: PO8-0011

Item #1:

All bottom rails will be tied to fabric approximately twelve inches apart in lieu of the eighteen inch spacing normally provided.

Impact:

This will add extra resistance to curling at the bottom of the fabric.

Cost: No Cost

Schedule Days: Not Applicable

Item #2:

Replacement fabric will only be replaced with galvanized material before weaving is completed.

Impact:

This would give a smooth finish with no sharp areas that could potentially be abrasive to skin or clothing.

Cost: No Cost

Schedule Days: Not Applicable

Item #3:

Composite Kick Boards could be added to bottom of fence. (Designed for high ball impact areas)

Impact:

Installation of these Composite Kick Boards would eliminate and fabric curling.

Cost: Fifteen Dollars per linear footage.

Schedule Days: 1 Day= Approximately 100 linear feet.



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2. Ongoing Pricing for Term of Contract:

In addition to the firm pricing for the replacement of the 12 areas identified above, the ongoing basis for the contract will be a time and materials contract based upon the pricing structure agreed upon at the time of contract award. Please provide labor and materials rates, plus percent markup for fencing replacements for 5, 6, 8, 10, 12, and 30 foot high fencing as follows. Any sizes not listed that may be needed in the future will be negotiated on a time and materials basis separately using a pricing structure similar to what was proposed and awarded.

• Less than 20 feet	-9 Gauge Only Priced in Linear Feet	
• More than 20 feet and less than 50 feet		5'- \$6.25
• More than 50 feet and less than 100 feet	Minimum Job Dollar	6'- \$7.50
• More than 100 feet and less than 250 feet	Amount \$500	8'- \$10.00
• More than 250 feet		10'- \$12.50
		12'- \$15.00
		30'- \$39.00

3. Labor Rates:

Please provide hourly labor rates for minor repairs to include any truck, equipment and travel.

- One Man Crew \$40 - Per Hour
- Two Man Crew \$70 - Per Hour
- Three Man Crew \$100 - Per Hour

4. Additional Charges:

- List any additional charges that may apply such as:
- Design Service- No Charge
- Equipment- Market Rates on Man Lift, Cranes, etc.
- Maintenance Services- See Labor Rates
- Travel Charges- See Labor Rates
- Delivery/Shipping- See Labor Rates
- Warranty on work performed and Parts installed- Not Applicable
- List and additional charges that might apply and provide a description and price for each.

D. Past Performance/References, Experience Similar Projects

Performance Surveys (Page 23-25)

Each Firm is responsible for sending/faxing out a survey questionnaire to past clients making sure they complete the survey and return the form directly back to the City of Peoria before the RFP due date. To do this, fill out the top portion, (Date, To, Phone, Fax and your Firm name) on the attached Performance Survey memo. Fax, e-mail or mail the form to clients for which you have previously provided similar product to. All clients must be different (can't have multiple people evaluate the same location). The maximum number of surveys that will receive credit is five (5) and the minimum is one (1).



SPECIFICATIONS

Solicitation Number: P08-0011

Materials Management
Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Bid Attachment 3

Area #1 and #3:

Bullpen as drawn 350 feet with added bottom rail 9gauge as exists.

Cost: \$4515.00 each.

Area #1 and #3:

Add for 6 gauge wire.

Cost: \$3150.00 each.

• Less than 20 feet		-9 Gauge Only Priced in Linear Feet	
• More than 20 feet and less than 50 feet			5' - \$6.25
• More than 50 feet and less than 100 feet	Minimum Job Dollar	6' - \$7.50	
• More than 100 feet and less than 250 feet	Amount \$500.00	8' - \$10.00	
• More than 250 feet			10' - \$12.50
			12' - \$15.00
			30' - \$39.00

3. Labor Rates:

Please provide hourly rates for minor repairs to include any truck, equipment and travel.

- One Man Crew \$40- Per Hour
- Two Man Crew \$70- Per Hour
- Three Man Crew \$100- Per Hour

4. Additional Charges:

- List any additional charges that may apply such as:
- Design Service- No Charge
- Equipment- Market Rates on Man Lift, Cranes, etc.
- Maintenance Service- See Labor Rates
- Travel Charges- See Labor Rates
- Warranty on work performed and Parts installed- Not Applicable
- List any additional charges that might apply and provide a description and price for each.

Area #2:

Backstop Wire Change:

As drawn, match what currently exists.

6 Gauge Bottom, 9 Gauge Top

Cost: \$6300.00

Done as all 6 Gauge Fabric:

Add 6 gauge for top.

Cost: \$24,780.00

Cost: Add \$3150.00

As Existing:

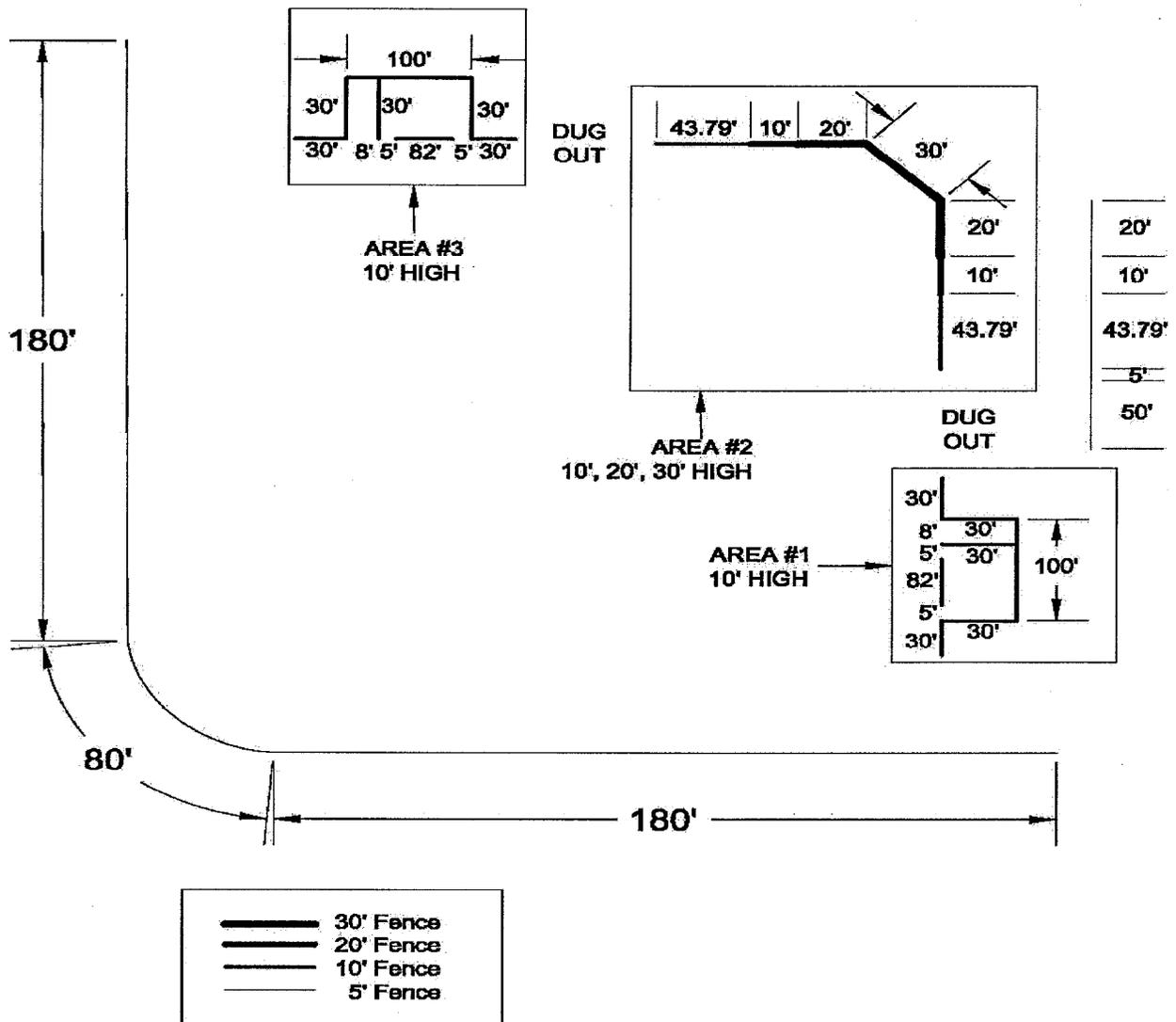
Cost: \$15,330.00



ATTACHMENT 3

Solicitation Number: P08-0011

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118



HEIGHT CHART



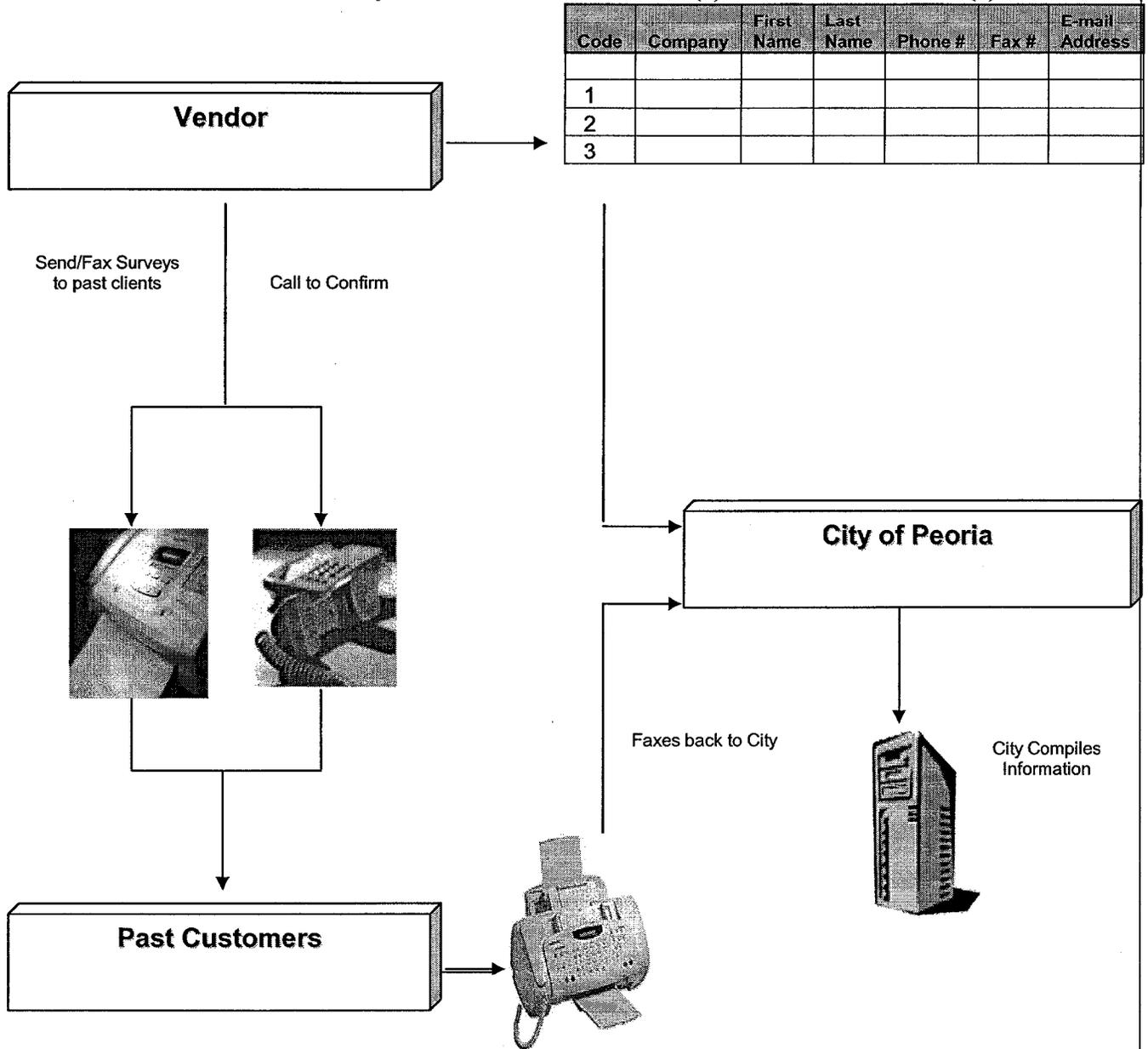
QUESTIONNAIRE

Solicitation Number: P08-0011

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

INSTRUCTIONS ON PREPARING A REFERENCE LIST AND SURVEY

The objective of this process is to identify the past performance of a vendor and key components of their team. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to the City of Peoria and the ratings will be averaged together to obtain a firm's past performance rating. The figure below illustrates the survey process. The maximum number of surveys that will receive credit is five (5) and the minimum is two (2).





QUESTIONNAIRE

Solicitation Number: P08-0011

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

City of Peoria Detailed Instructions on How to Prepare a Reference List and How to Prepare and Send Performance Surveys

A. Creating and Submitting a Reference List

1. Create a list of past or current users that you sent Performance Surveys to. This will be referred to as a "Reference List". E-mail or fax the list to peggy.ferrin@peoriaaz.gov, or (623) 773-7118.

Survey ID 3

To: Phil McGill
(Name of person completing survey)

Phone: 458.965.7852 Fax: 458.965.7853

Subject: Past Performance Survey of: ABC Electrical Contractor
(Name of Company)

Mark McGraw (P/M), P. Hamilton (S/S)
(Name of Individuals)

A Client is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the City in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge to rate performance in a particular area, leave it blank.

Client Name: _____ of Mesa
Project Name: _____ Cafeteria #1
Project Completion Date: 7.6.1980

Example Reference List

Code	Company	First Name	Last Name	Phone #	Fax #	E-mail Address
3	ABC Electrical	Phil	McGill	458.965.7852	458.965.7853	phil@abc.com

Vendor Name _____

	Company	First Name	Last Name	Phone #	Fax #	E-mail Address
A10	Core Const.	MATT	Buckannon	602 444 0800	602 992-0658	MATT.BUCKANNON@COLLECONSTRUCTAZ.COM
A11	McCarthy Const	CHRIS	ANVIK	480 479 4700	480 479 4797	CANVIK@McCarthy.com
A12	Haydon Const.	PAT	Wauneka	602 695 2933	602 296 1495	PWAUNEK@haydonbc.com
A13	City of Surprise	Jim	Mallon	623 222 2220	623 222 2301	Jim.Mallon@SurpriseAZ.com
A14	City of Peoria	John	Knight	623 773 8605	623 773 8610	Johnathan.Knight@peoriaaz.gov



QUESTIONNAIRE

Solicitation Number: **P08-0011**

**Materials Management
Procurement**

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

Attach a copy of your Contractor's License to your RFP submittal.

Attach a copy of your Business License to your RFP submittal.



CONTRACT AMENDMENT

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P08-0011** Page 1 of 1
Description: Fencing Replacement & Repair
Amendment No: One (1) Date: 10/02/08

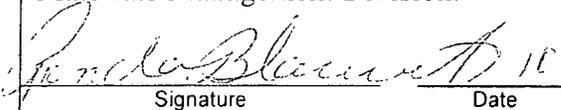
Buyer: Peggy Ferrin

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 01/25/09.

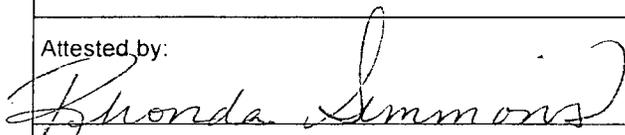
The New Contract Term is:

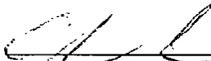
Contract Term: 01/26/09 to 01/25/10

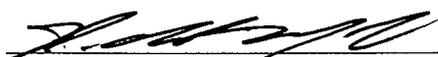
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

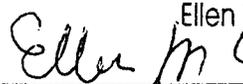
	10-8-08	Ed Stanley Blawie	Associated Fence
Signature	Date	Typed Name and Title	Company Name
7630 N. 67 th Ave.	Glendale	AZ	85301
Address	City	State	Zip Code

Attested by:


For Mary Jo Kief, City Clerk


Requested by: CHRIS Calcaterra, Sports Facilities Manager


Recommended by: J.P. de la Montaigne
Community Services Director


Ellen Van Riper, Assistant City Attorney
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
10/24/08, 2008, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager



City Seal

CC Number
ACON02108A
Contract Number:
Official File



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N 85th Ave, 2nd Fl
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Solicitation No P08-0011 Page 1 of 2
Description Fencing Replacement & Repair
Amendment No Two (2) Date 10/07/09

Buyer Christine Finney

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 01/26/10 to 01/26/11.**
- B Standard Terms and Conditions are amended to reflect the following changes Paragraph 3, Applicable Law, Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
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, 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)

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Ronda Blavett 10/16/09 Ronda Blavett VP Associated Fence
Signature Date Typed Name and Title Company Name

7630 N 67th Ave Glendale AZ 85301
Address City State Zip Code

Attested by

Mary Jo Kief
Mary Jo Kief, City Clerk

Chris Calcaterra
Chris Calcaterra, Sports Facilities Manager

J P de la Montaigne for 10-13-09
J P de la Montaigne, Community Services Director

Ellen Van Riper, Assistant City Attorney

Ellen Van Riper
Approved as to Form, Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
October 27, 2009, at Peoria, Arizona

Herman F. Koebergen
Herman F Koebergen, Materials Manager



CC Number
ACON02108B
Contract Number

Official File

City Seal



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl
Peoria, AZ 85345

Telephone (623) 773-7115
Fax (623) 773-7118

Solicitation No P08-0011 Page 2 of 2
Description Fencing Replacement & Repair
Amendment No Two (2) Date 10/07/09

Buyer Christine Finney

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty")

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511, the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

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.

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 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.



CONTRACT AMENDMENT

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

Solicitation No: P08-0011 Page 1 of 1
Description: Fencing Replacement & Repair
Amendment No: Three (3) Date: 8/30/2010

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 01/25/11.

THE NEW CONTRACT TERM:

Contract Term: 01/26/11 to 01/25/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

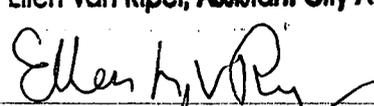
	11.9.10	Vincent Blawell, Corp. Sec.	Associated Fence
Signature	Date	Typed Name and Title	Company Name
7630 N. 67 th Ave.	Glendale	AZ	85301
Address	City	State	Zip Code

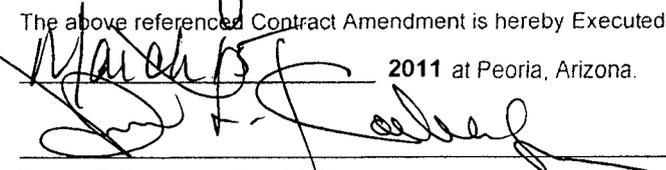
Attested by:

City Clerk


Requested by: Chris Calcaterra, Sports Facilities Manager


Recommended by: J.P. de la Montaigne, Com Services Director
Ellen Van Riper, Assistant City Attorney


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

March 15, 2011 at Peoria, Arizona.
Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/11/10)

CC Number
ACON02108C
Contract Number:
Official File



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No: P08-0011 Page 1 of 1
Description: Fencing Replacement & Repair
Amendment No: Four (4) Date: 9/13/2011

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 01/25/12. LAST YEAR OF CONTRACT

THE NEW CONTRACT TERM:

Contract Term: 01/26/12 to 01/25/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 Signature	09/28/11 Date	Vincent Blauvelt Typed Name and Title	Associated Fence Company Name
7630 N. 67 th Ave. Address	Glendale City	AZ State	85301 Zip Code

Attested by: Wanda Nelson

Wanda Nelson, City Clerk

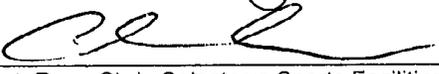


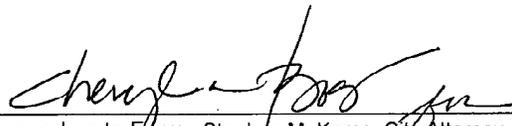
City Seal

(Rev 02/11/10)

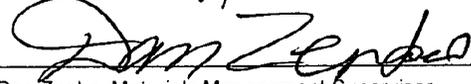
CC Number
ACON02108D
Contract Number:
Official File


Director: Jeff Tyne, Interim Community Services Director


Dept. Rep: Chris Calcaterra, Sports Facilities Manager


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
October 26, 2011, 2011, at Peoria, Arizona.


Dan Zenko, Materials Management Supervisor



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0011 Page 1 of 1
Description: Fencing Replacement & Repair
Amendment No: Five (5) Date: 12/31/2012

Buyer: Lisa Houg

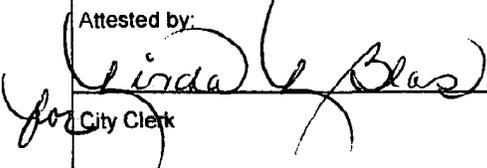
In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 01/25/13. The contract is being extended on a month-to-month basis not to exceed 6 months or 07/31/2013.

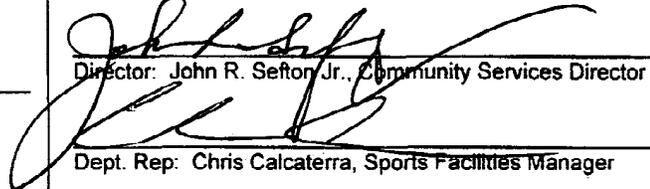
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>12/31/12</u>	<u>Vincent Blauvelt</u>	<u>Associated Fence</u>
Signature	Date	Typed Name and Title	Company Name

<u>7630 N. 67th Ave.</u>	<u>Glendale</u>	<u>AZ</u>	<u>85301</u>
Address	City	State	Zip Code

Attested by:


City Clerk


Director: John R. Sefton Jr., Community Services Director
Dept. Rep: Chris Calcaterra, Sports Facilities Manager



(Rev 02/11/10)

CC Number
ACON02108E
Contract Number:

Official File


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
January 30, 2013, at Peoria, Arizona.


Dan Zenko, Materials Management Supervisor