



City of Peoria, Arizona Request for Quotation



Invitation for Bid No: **RFQ 09-10** Due Date: **January 6, 2008**
 Materials and/or Services: **Event Equipment Rentals** Time: **5.00 P.M AZ Time**
 Contact: **Peggy Ferrin, ext 7780**
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: **8401 West Monroe Street, Peoria, AZ 85345** Buyer: **Peggy Ferrin**

Vendor Quotation

Delivery shall be made 1 Calendar days after receipt of order. Payment Terms: 15 days

Company Name	Address	City	State	Zip Code	Telephone
Arizona Fireworks	7104 N 1st Street	Phoenix	AZ	85020	602-952-5361

Julius Kaprin Signature Julius Kaprin Typed Name Owner Title _____ Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (To be used by City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Purchase Order.

Attested by: Mary Jo Kief
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Eff. Date: 2/3/09

Ellen Van Riper, Assistant City Attorney

A CON 02709
 Contract Number

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

Awarded on: 2/2/09



Official File

Herman F Koebergen
 Herman F Koebergen, Materials Manager

A CON 02709

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID A9 ARIZO-7	DATE (MM/DD/YYYY) 03/09/09
PRODUCER National Insurance Specialists 811 Madison Ave., 10th Floor P.O. Box 1687 Toledo OH 43603-1687 Phone: 888-489-7165 Fax: 888-489-7105		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Arizona Domestic Banquet Rentals & Sales, Inc. dba: Arizona Rentals 7104 N. 7th Street Phoenix AZ 85020		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A Hartford Fire Insurance Co	019682
		INSURER B Hartford Casualty Insurance Co	029424
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	45UUNQZ0290	05/04/08	05/04/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Trailers >10,000#	45UUNQZ0290 COMP/COLL DEDUCT: \$1,000	05/04/08	05/04/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$								
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	45HHUQZ0160	05/04/08	05/04/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>WC STAT TORY LIMITS</td> <td>OTH ER</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E L DISEASE POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STAT TORY LIMITS	OTH ER	E L EACH ACCIDENT	\$	E L DISEASE - EA EMPLOYEE	\$	E L DISEASE POLICY LIMIT	\$
WC STAT TORY LIMITS	OTH ER													
E L EACH ACCIDENT	\$													
E L DISEASE - EA EMPLOYEE	\$													
E L DISEASE POLICY LIMIT	\$													
A		Inland Marine Equipment Floater INCL TRLRs UNDER 10,000#	45UUNQZ0290	05/04/08	05/04/09	Limit: \$ 1,244,829 Deduct: \$ 1,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
This certificate holder is listed as additional insured with regards to liability arising out of operations performed by our insured, Arizona Domestic Banquet Rentals & Sales, Inc. dba: Arizona Rentals.

CERTIFICATE HOLDER

CANCELLATION

CITPE03 City of Peoria 8850 N. 79th Ave Peoria AZ 85345	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE <i>Brian R. Hall</i>
---	--

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon

	SPECIFICATIONS	Materials Management Procurement 8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: Q09-10	
<p>I. EVALUATION CRITERIA</p> <p>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</p> <ul style="list-style-type: none"> A. Project Understanding and Method of Approach B. Cost Considerations C. Value Added Plan D. Similar Past Clients E. Conformance to Request for Quotation <p>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.</p> <p>V. QUOTATION SUBMITTAL AND CONTACT INFORMATION</p> <p>Quotations are due no later than 5:00 p.m. on December 23, 2008. Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in this Request for Quotation and shall be delivered to:</p> <p style="margin-left: 40px;"> City of Peoria Materials Management Attention: Peggy Ferrin, Q09-10 8314 West Cinnabar Peoria, Arizona 85345 </p> <p>Quotations must be submitted in a sealed envelope or package with the Quotations number and the Offeror's name and address clearly indicated on the envelope or package.</p> <p>All questions regarding this Quotation should be directed to Peggy Ferrin, Contract Officer (623) 773-7780 or E-mail. peggy.ferrin@peoriaaz.gov</p> <p>Contact with City staff, other than the designated contact person indicated in the Quotation, regarding this proposal is strictly prohibited during the proposal process.</p>		



COST SHEET

Materials Management
Procurement

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

Solicitation Number: Q09-10

Item	Description of equipment and/or services for Arts Festival	Quantity	Unit	Unit Price	Extended Price
Pricing for Arts Festival only					
	TENTS				
1.	40'X90' Completely enclosed and supplied with lighting and two doors, white in color	1	Each	\$ 2,171 ⁰⁰	\$ 2,171 ⁰⁰
2	30'X70' Completely enclosed and supplied with lighting, white in color	1	Each	\$ 1,346 ⁰⁰	\$ 1,346 ⁰⁰
3	10'X10' With 4 sides; 3 that can be opened when needed, white in color	115	Each	\$ 125 ⁰⁰	\$ 14,375 ⁰⁰
	TABLES				
4.	36" Rounds	15	Each	\$ 6 ⁰⁰	\$ 90 ⁰⁰
5.	24" Rounds	12	Each	\$ 6 ⁰⁰	\$ 72 ⁰⁰
6.	8" Banquet	10	Each	\$ 7 ⁰⁰	\$ 70 ⁰⁰
	UMBRELLAS				
7	6' Vinyl, shade umbrellas with base, solid color	16	Each	\$ 15 ⁰⁰	\$ 240 ⁰⁰
8.	STAGE 16'X12" Raised 16" high	1	Each	\$ 180 ⁰⁰	\$ 180 ⁰⁰
9.	CHAIRS Folding, metal Barstool *	100 1	Each Each	\$.80 \$ 8.00	\$ 80 ⁰⁰ \$ 8.00
	MISCELLANEOUS White cham, 6' or 8' section White stantions	30 36	pcs Each	\$ 2.00 \$ 5.00	\$ 60.00 \$ 180.00
	Vendor offers delivery within <u>1</u> calendar days after receipt of purchase order	1	each	10% DIS.	(1,887.20)
	Subtotal:				\$ 16,954.80
	Tax Rate <u>8.3</u> % Taxes:				\$ 1,409.74
	Total:				\$ 18,364.54

Item	Description of equipment and/or services for Arts Festival	Quantity	Unit	Unit Price	Extended Price
Pricing for Arts Festival only					
TENTS					
1.	40'X90' Completely enclosed and supplied with lighting and two doors, white in color - includes price for the tent safety pkg. (\$150 ⁰⁰)	1	Each	\$ 2,486 ⁰⁰	\$ 2,486 ⁰⁰
2.	30'X70' Completely enclosed and supplied with lighting, white in color - includes price for the tent safety package - (\$150 ⁰⁰)	1	Each	\$ 1,526 ⁰⁰	\$ 1,526 ⁰⁰
3.	10'X10' With 4 sides; 3 that can be opened when needed, white in color	115	Each	\$ 125 ⁰⁰	\$ 14,375 ⁰⁰
TABLES					
4.	36" Rounds	15	Each	\$ 6 ⁰⁰	\$ 90 ⁰⁰
5.	24" Rounds	12	Each	\$ 8 ⁵⁰	\$ 102 ⁰⁰
6.	8" Banquet	10	Each	\$ 7 ⁰⁰	\$ 70 ⁰⁰
UMBRELLAS					
7.	6' Vinyl, shade umbrellas with base, solid color	16	Each	\$ 20 ⁰⁰	\$ 320 ⁰⁰
STAGE					
8.	16'X12" Raised 16" high	1	Each	\$ 296 ⁰⁰	\$ 296 ⁰⁰
CHAIRS					
	Folding, metal	100	Each	\$.80	\$ 80 ⁰⁰
	Barstool	1	Each	\$ 8 ⁰⁰	\$ 8.00
MISCELLANEOUS					
	White chain, 6' or 8' section	30	pcs	\$ 2.00	\$ 60.00
	White stantions	36	Each	\$ 5.00	\$ 180.00
Vendor offers delivery within <u>1</u> calendar days after receipt of purchase order					
Subtotal:					\$ 19,593.00
Tax Rate <u>8.3</u> % Taxes:					\$ 1,626.22
Total:					\$ 21,219.22

	COST SHEET	Materials Management Procurement 8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone. (623) 773-7115 Fax. (623) 773-7118
	Solicitation Number: Q09-10	
<p style="text-align: center;">Attach price list for Rental Equipment and Services for the Term Contract</p> <p>State pricing for the ongoing term contract for on call equipment rental services on a as needed basis, inclusive of all time, labor and materials necessary to provide the desired deliverable, including equipment listed on page 21, and any additional equipment that your Company may provide to the City, including quantity price breaks and additional services.</p> <p>Arizona Rentals will offer the city of Peoria the same pricing located in the next sheet throughout the entire Term Contract if awarded Arizona Rentals will also offer a free delivery charge on any order placed over \$1000.00 If order is under \$1,000.00, we will charge a minimal fuel charge of \$65.00</p>		

	<p align="center">VALUE ADDED OPTIONS</p>	<p align="center">Materials Management Procurement</p> <p align="center">8314 West Cinnabar Street Peona, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118</p>
<p>Solicitation Number: Q09-10</p>		
<p align="center"><u>Value Added Options or Differentials (what you will do that the others do not)</u></p> <p>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.</p> <p><u>Example</u>, Our Company has over 100, 10'x10' tents in stock. This guarantees a quick response to any 10"x10' tent request by the City.</p> <p>Arizona Rentals has over hundreds of items in stock and on hand for any project you may have. From tables to tents, Arizona Rentals can accommodate any order large or small. Next day items or orders as well as most same day emergency items/orders can also be accommodated.</p>		

	REFERENCES	Materials Management Procurement
	Solicitation Number: Q09-10	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone (623) 773-7115 Fax. (623) 773-7118

Please list a minimum of three (3) references that have required similar services, whom the Materials Management Division may contact:

1. Company: City of Phoenix Special Events
 Contact: Joe Swicklick
 Address: 200 W Washington 11th Floor
Phoenix, AZ 85003
 Phone: 602-262-4627
 Event: Contract for Special Events

2. Company: City of Scottsdale
 Contact: Teena Giannini (Finance Dept.)
 Address: 9191 E San Salvador Drive
Scottsdale, AZ 85258
 Phone: 480-312-2432
 Event: City wide special events

3. Company: City of Tolleson
 Contact: John Paul Lopez
 Address: 9555 W Van Buren
Tolleson, AZ 85353
 Phone: 623-936-2747
 Event: City wide special events

	QUESTIONNAIRE	Materials Management Procurement
	Solicitation Number: Q09-10	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone. (623) 773-7115 Fax (623) 773-7118

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

My original for 2008 is at the book keeper.
Will fax 2009 to you once we receive it.

TRANSACTION PRIVILEGE AND USE TAX RETURN



**City of Peoria
Sales Tax Section
8401 W. Monroe Street
Peoria, Az 85345
623-773-7160**

CITY LICENSE NO.	
0031653	
PERIOD COVERED	
FROM	THROUGH
<i>Due by the 20th of the month following the period covered</i>	

ARIZONA RENTALS
For: ARIZONA RENTALS
7104 N 7 ST
PHOENIX, AZ 85020

Just place a check here and sign at the bottom if you have no taxes to file

Schedule A - Details of Deductions (Page 2) must be completed if you are claiming deductions.

Business Description	Line	Bus. Class	Column 1	Column 2	Column 3	Column 4	Column 5
			Gross	Allowable pg 2 - Deductions	= Net Taxable	x Tax Rate	= Tax Amount
	1						
	2						
	3						
	4						
	5						
	6						

City of Peoria
8401 W. Monroe St., Peoria Arizona 85346
PRIVILEGE TAX License 0031653 NON-TRANSFERRABLE

This license is valid only while operating the here-in named business at this location until revoked or until the Expiration date of 12/31/03. This license must be displayed in a conspicuous place. The person or firm listed is hereby licensed to conduct business at:

ARIZONA RENTALS
STATE OF AZ

This license is issued upon the condition that the tax accruing to the CITY OF PEORIA be paid under the provision of Sec. 9A-530. The issuance of this license shall be in no way construed as permission to operate in violation of any other code section.

Issued To: ARIZONA RENTALS
7104 N 7 ST
PHOENIX AZ 85020

	QUESTIONNAIRE	Materials Management Procurement
	Solicitation Number: Q09-10	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone. (623) 773-7115 Fax: (623) 773-7118
<p>Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No <u>✓</u>.</p> <p>If yes, please provide details and documentation of the certification.</p>		



Fax

To: Peggy Farm From: Susana
 Company: City of Peoria Pages: 2 (including cover)
 Fax No: 623-773-7118 Date: January 6, 2009
 Phone No: _____ Time: _____
 Re: Amendment to RFQ 09-10 CC: _____
 Urgent For Review Please Comment Please Reply Please Recycle

Comments:

Dear Peggy,

Due to further review of our records, we have decided to offer you a lower price on the above mentioned quote. Due to your loyalty to our company, we are offering you no delivery fee as well as a 10% Discount. We ask that you please disregard the first submitted quote and review the current attached one with the implemented discount. Please let us know what we can do to reserve this job with your company.

Thank you.

Susana



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

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

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **New:** All items shall be new, unless otherwise stated in the specifications.
10. **Payment:** The City of Peoria will make every effort to process 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 bid that requires payment in less than thirty (30) days shall not be considered
11. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date 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 bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies
 - a. The submission of the offer did not involve collusion or other anti-competitive practices
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 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 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)

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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.

- 4 **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code
- 5 **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer The Solicitation shall govern in all other matters not affected by the written contract
- 6 **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor
- 7 **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
- 8 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction
- 9 **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application
- 10 **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious 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 contact. 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.
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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

its fault or negligence Without limiting the foregoing, force majeure includes acts of God acts of the public enemy, war, acts of terror, hate crimes affecting public order, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract

Force majeure shall not include the following occurrences

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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties Additional warranty requirements may be set forth in the solicitation
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor If so returned, all costs are the responsibility of the Contractor The City may elect to do any or all



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

- a. Waive the non-conformance
- b. Stop the work immediately.
- c. Bring material into compliance

This shall be accomplished by a written determination for the City

- 23 **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract
- 24 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
- 25 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
- 26 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
- 27 **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
- 28 **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 29 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
- 30 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 31 **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 32 **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with 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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

- 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: Q09-10

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

- 1 **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Event Equipment Rentals Services**.
- 2 **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
- 3 **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
- 4 **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of use of all City of Peoria departments, agencies and boards.
- 5 **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.

- 6 **Contract Type:** Fixed Price Term Indefinite Quantity.
- 7 **Term of Contract:** The term of any resultant contract shall commence on the day of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
- 8 **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
- 9 **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

10 **Evaluation Criteria:**

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

- A Project Understanding and Method of Approach
- B. Cost Considerations
- C Value Added Plan
- D Similar Past Clients



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q09-10

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

E Conformance to Request for Quotation

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

11. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
12. **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.
13. **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.
14. **Interview Guidelines:** During the interview, which will 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 15 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on the behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
15. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
16. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
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. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
19. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q09-10

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

become effective upon notice

20. **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 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

21 **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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **Q09-10**

Materials Management Procurement

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

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

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

- 22. 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 coverages, conditions and limits required by this Contract are in full force and effect.

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

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

All Certificates of Insurance 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

- 23 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 coverages, conditions and limits required by this Contract are in full force and effect

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q09-10

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

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

- 24 **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
25. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid
- 26 **Independent Contractor:**
 - a. General
 - 1 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
 - 11 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
 - 1 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
 - 11 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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q09-10

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

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

27. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an 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
28. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period
29. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City for one event only The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation, however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired
- No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor
30. **Training:** Each offer shall include a complete statement of the training that shall be provided by the vendor for equipment supplied.
31. **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
32. **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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q09-10

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

- 33 **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation
- 34 **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
- 35 **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
- 36 **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
- 37 **Demonstration Models:** All vendors are hereby notified that demonstration units of the equipment offered shall be available in Phoenix. The City of Peoria, Materials Management Division must arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.
- 38 **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
- 39 **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 40 **Descriptive Literature:** All offerors shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
- 41 **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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q09-10

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

bidder in writing of such determination

- 42 **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.
- 43 **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
- 44 **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract,
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract,
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract,
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

- a. Cancel any contract,
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract,
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor,
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance,
 - ii. Collection against the bid and/or performance bond, or,
 - iii. Any combination of the above or any other remedies as provided by law.
- 45 **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q09-10

Materials Management Procurement

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

contract in any one of the following circumstances

- a. If the contractor fails to make delivery of the supplies or to perform the services within 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
- 46 **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 supplies or to perform the services within 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

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services



SPECIFICATIONS

Materials Management Procurement

Solicitation Number: Q09-10

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

I. INTENT

The City of Peoria is seeking a Vendor to supply Equipment Rentals on an as needed basis for the City and the one time event, Peoria Arts Festival on March 13, 14, and 15, 2009. For the Arts Festival equipment is to be set up on the Peoria City Hall Campus located at 8401 West Monroe Street, Peoria, Arizona 85345.

Equipment to be set up at the following locations at City Hall

- a. Parking lot near the Technology building
- b. Main courtyard in front of City Hall
- c. Front of the main Library
- d. Front of the Court building

II. REQUIREMENTS

- a. Set up may begin on Wednesday, March 11, 2009 after 8:00 am.
- b. Equipment must be set up and ready for a walk-through by noon on Thursday, March 12, 2009
- c. Equipment must be removed no later than noon on Monday, March 16; tear down can begin as early as 5:30 pm March 15, 2009.
- d. All tents must be in good condition, waterproof, with no leakage.
- e. 40'x90' and 30'x70' tents must be staked.
- f. 10'x10' tents MUST use water barrels or sandbags to secure the tents.
- g. Response time for a technician to be on-site to service the specified equipment shall be no later than one (1) business hour after notification by special events coordinator of a requirement for service

III. ESTIMATED QUANTITIES

The quantities shown are estimates only for the Peoria Arts Festival and the City reserve the right to increase or decrease quantities actually acquired.

The City anticipates periodic activity resulting from the contract that will be awarded as a result of this solicitation; however, there is no guarantee to the exact amount of quantities actually acquired



SPECIFICATIONS

Materials Management Procurement

Solicitation Number: Q09-10

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

IV. PROPOSAL CONTENT

The following items shall be addressed in the proposal submission. Failure to provide the following information may result in proposal rejection.

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. Cost Consideration

1. State pricing for the one time Event, City's Art Festival event on (page 21)
2. State pricing for the ongoing term contract (page 22), for on call equipment rental services as needed, inclusive of all time, labor and materials necessary to provide the desired deliverable, including equipment listed on page 21, and any additional equipment that your Company may provide to the City.
3. State any quantity price breaks, for example, is there a price break if the City is requesting \$1000 worth of equipment? Or if the City is requesting chairs, is there a different charge for orders over 25, 50 or 100 chairs?
4. Additional Services - Provide breakout of any additional costs not included in fees as stated above. Including but not limited to travel costs, consumables or additional services.
5. List any exceptions to any part of the RFQ on (page 24). Exceptions must be clearly noted and identified.

C. Value Added Plan

Use form on (page 23) to list additional value added plan that will help add value outside of the scope of work.

D. Similar Past Clients

List a minimum of three (3) owner references for similar service (page 20)

E. Conformation to Request for Quotation

Failure to provide all requested information may result in Vendor's proposal being rejected as non-responsive.



SPECIFICATIONS

Materials Management Procurement

Solicitation Number: Q09-10

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

I. EVALUATION CRITERIA

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

- A. Project Understanding and Method of Approach
- B. Cost Considerations
- C. Value Added Plan
- D. Similar Past Clients
- E. Conformance to Request for Quotation

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

V. QUOTATION SUBMITTAL AND CONTACT INFORMATION

Quotations are due no later than 5:00 p.m. on December 23, 2008. Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in this Request for Quotation and shall be delivered to:

City of Peoria
Materials Management
Attention: Peggy Ferrin, Q09-10
8314 West Cinnabar
Peoria, Arizona 85345

Quotations must be submitted in a sealed envelope or package with the Quotations number and the Offeror's name and address clearly indicated on the envelope or package

All questions regarding this Quotation should be directed to Peggy Ferrin, Contract Officer (623) 773-7780 or E-mail: peggy.ferrin@peoriaaz.gov

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



COST SHEET

Materials Management Procurement

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

Solicitation Number: **Q09-10**

Item	<u>Description of equipment and/or services for Arts Festival</u>	Quantity	Unit	Unit Price	Extended Price
Pricing for Arts Festival only					
TENTS					
1.	40'X90' Completely enclosed and supplied with lighting and two doors, white in color	1	Each	\$ _____	\$ _____
2	30'X70' Completely enclosed and supplied with lighting, white in color	1	Each	\$ _____	\$ _____
3.	10'X10' With 4 sides; 3 that can be opened when needed, white in color	115	Each	\$ _____	\$ _____
TABLES					
4.	36" Rounds	15	Each	\$ _____	\$ _____
5.	24" Rounds	12	Each	\$ _____	\$ _____
6.	8" Banquet	10	Each	\$ _____	\$ _____
UMBRELLAS					
7.	6' Vinyl, shade umbrellas with base, solid color	16	Each	\$ _____	\$ _____
8	STAGE 16'X12" Raised 16" high	1	Each	\$ _____	\$ _____
9.	CHAIRS				
	Folding, metal	100	Each	\$ _____	\$ _____
	Barstool	1	Each	\$ _____	\$ _____
MISCELLANEOUS					
	White chain, 6' or 8' section	30	pcs	\$ _____	\$ _____
	White stantions	36	Each	\$ _____	\$ _____
Vendor offers delivery within _____ calendar days after receipt of purchase order					
Subtotal:					\$ _____
Tax Rate _____ % Taxes:					\$ _____
Total:					\$ _____



COST SHEET

**Materials Management
Procurement**

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

Solicitation Number: **Q09-10**

Attach price list for Rental Equipment and Services for the Term Contract

State pricing for the ongoing term contract for on call equipment rental services on a as needed basis, inclusive of all time, labor and materials necessary to provide the desired deliverable, including equipment listed on page 21, and any additional equipment that your Company may provide to the City, including quantity price breaks and additional services



VALUE ADDED OPTIONS

Solicitation Number: Q09-10

Materials Management
Procurement

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

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.

Example; Our Company has over 100, 10'x10' tents in stock. This guarantees a quick response to any 10'x10' tent request by the City.



REFERENCES

Materials Management Procurement

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

Solicitation Number: Q09-10

Please list a minimum of three (3) references that have required similar services, whom the Materials Management Division may contact:

1. Company: _____
Contact: _____
Address: _____

Phone: _____
Event _____

2. Company: _____
Contact: _____
Address: _____

Phone: _____
Event _____

3. Company: _____
Contact: _____
Address: _____

Phone: _____
Event _____



QUESTIONNAIRE

**Materials Management
Procurement**

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

Solicitation Number: **Q09-10**

Bidders are to indicate below any exceptions they have taken to the Specifications:



QUESTIONNAIRE

**Materials Management
Procurement**

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

Solicitation Number: **Q09-10**

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



QUESTIONNAIRE

**Materials Management
Procurement**

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

Solicitation Number: **Q09-10**

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.