

**ORIGINAL**



# City of Peoria, Arizona Request for Quotation



Invitation for Bid No: **RFQ 06-16** Bid Due Date: **December 13, 2006**  
 Materials and/or Services: **Vending Services** Time: **5:00 P.M. MST**  
 Contact: **Christine Finney**  
 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: <b>As specified in the Scope of Work</b>	Buyer: <b>Christine Finney</b>
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### Vendor Quotation

Delivery shall be made _____ Calendar days after receipt of order.	Payment Terms: _____
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Company Name	Address	City	State	Zip Code	Telephone
<i>Arizona Complete</i>	<i>6025 N 55th Ave</i>	<i>Glendale</i>	<i>AZ</i>		<i>623-934-5111</i> <i>623-577-4262</i>
<i>Mary Kellen</i>	<i>Kerry Schke</i>	<i>Route Supervisor</i>			<i>1-17-07</i>
Signature	Typed Name	Title			Date

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For 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**.

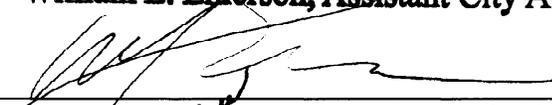
Attested by:  
  
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Eff. Date: 1-25-2007

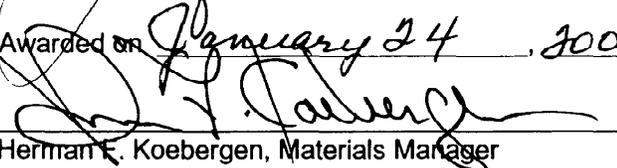
**William L. Emerson, Assistant City Attorney**

**A CON 03107**

Contract Number

Approved as to Form  Stephen M. Kemp, City Attorney

Awarded on January 24, 2007

  
 Herman E. Kobergen, Materials Manager



Official File

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID 58 FULL-1	DATE (MM/DD/YYYY) 01/17/07
PRODUCER  <b>THE MAHONEY GROUP - MESA</b> 1835 South Extension Road Mesa AZ 85210-5942 Phone: 480-730-4920 Fax: 480-730-4929	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  <b>Full Line Vending, Inc.</b> dba Arizona Complete Vending 6020 North 55th Avenue Glendale AZ 85301	INSURERS AFFORDING COVERAGE  INSURER A <b>Allied Insurance</b> INSURER B INSURER C INSURER D INSURER E	NAIC #  <b>36528</b>	

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	ACP7251011661	01/22/07	01/22/08	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Emp Ben. <b>1,000,000</b>
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	ACP7251011661	01/22/07	01/22/08	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$
A		<input checked="" type="checkbox"/> HIRED AUTOS	ACP7251011661	01/22/07	01/22/08	BODILY INJURY (Per accident) \$
A		<input checked="" type="checkbox"/> NON-OWNED AUTOS	ACP7251011661	01/22/07	01/22/08	PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Certificate Holder is named Additional Insured - \*30 day notice for non pay**

<b>CERTIFICATE HOLDER</b>  CITY-16  City of Peoria 8401 W Monroe St Peoria AZ 85345	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30*</b> 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.  
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## **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.

**ORIGINAL**



# City of Peoria, Arizona Request for Quotation



Invitation for Bid No: **RFQ 06-16**

Bid Due Date: **December 13, 2006**

Materials and/or Services: **Vending Services**

Time: **5:00 P.M. MST**

Contact: **Christine Finney**

Location: **City of Peoria, Materials Management**

Phone: **(623) 773-7115**

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

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Delivery Location: **As specified in the Scope of Work**

Buyer: **Christine Finney**

### Vendor Quotation

Delivery shall be made \_\_\_\_\_ Calendar days after receipt of order.

Payment Terms: \_\_\_\_\_

Company Name	Address	City	State	Zip Code	Telephone
Arizona Complete	6020 N 55th Ave	Glendale	AZ		623-939-5111 623-570-4002

<i>Kerry Heller</i>	Kerry Schler	Route Supervisor	1-17-07
Signature	Typed Name	Title	Date

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Attested by:

City of Peoria, Arizona.

Eff. Date: \_\_\_\_\_

Mary Jo Kief, City Clerk

Contract Number \_\_\_\_\_

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

Awarded on \_\_\_\_\_

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

*Herman E. Koebergen*  
Herman E. Koebergen, Materials Manager

City Seal



## 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

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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 stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.



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### Materials Management Procurement

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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.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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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.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.



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

This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.



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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: Q06-16

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 **Vending 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 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 first day of the month following the date of award and shall continue for a period of three (3) 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 twenty-four (24) months.
9. **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.
10. **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.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q06-16

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

11. **Proposal Submittal Requirements:** The specific submittal requirements for the Request for Quotation are listed below:
- Offerors shall provide one (1) original and three (3) copies of each offer.
  - Offerors shall provide information on Contractor experience and support capability.
  - Offerors shall provide their method of approach to Scope of Work. How will Offeror implement, supply and maintain vending services for the City of Peoria.
  - Offerors shall complete all Price Sheets for cost consideration.
  - Offerors shall provide explanations of any exceptions to the Terms and Conditions or Scope of Work.
  - Offerors shall specifically describe and define the resources and equipment to be utilized to provide the required services. The equipment offered shall be specifically listed with all information, size, age, bill changers, capacity, etc. Please provide information on maintenance facilities and equipment to be utilized.
  - Offerors shall specifically define the method and process used to handle customer refunds.
  - Offerors shall submit manufacturer's descriptive literature regarding the vending machines they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.
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 any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. 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 firms Project/Team Manager's presence may also be requested (by the City) at the interview.
15. **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.
- Contractor Experience and Support Capability
  - Method of Project Approach to the Scope of Work.
  - Product Prices/Cost Consideration
  - Commission
  - Conformance to Terms and Conditions and Scope of Work.
16. **Price Adjustment:** The City of Peoria, Materials Management Division will review fully documented requests for price increases after the contract has been in effect for three (3) years. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly effect the price of the item concerned. The City of Peoria, Materials Management Division will determine whether the requested price increase, or an alternative option, is in the best interest of the City. The contractor shall likewise offer any published price reduction to the



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City concurrent with its announcement to other customers. Advanced 30 day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City of Peoria, Materials Management Division.

17. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
18. **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.

19. **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.



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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.

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.

20. **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.

21. **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.



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### 22. 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.

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.

### 23. 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.



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24. **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.
25. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. 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.
26. **Maintenance:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.
27. **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.
28. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
  - Documentation from the manufacturer that names the replacement product or model.
  - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
29. **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.
30. **Samples:** Samples of items, when requested, must be submitted within 72 hours. 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.



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31. **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.
32. **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.
33. **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.
34. **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.
35. **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-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
  - 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:
    - Deduction from an unpaid balance;
    - Collection against the bid and/or performance bond, or;
    - Any combination of the above or any other remedies as provided by law.
36. **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:
- If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
  - 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.



## SCOPE OF WORK

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### 1. PURPOSE

The City of Peoria, Materials Management Division is soliciting for a qualified Vending Service Contractor to provide Automatic Vending Machine Service to the City of Peoria. The successful contractor shall furnish, deliver, install and maintain the vending machine equipment and provide all necessary personnel, tools, equipment, product and maintenance services to provide an efficient, effective operational Automatic Vending Machine Service.

Installation shall include all electrical hook-up and testing procedures. All equipment, machinery, tools, supplies or other materials necessary to install and operate the Contractor's vending machines shall be furnished at the Contractor's sole expense. During delivery and installation the Contractor will not alter City property without prior written approval of the City. The City will provide the electricity to power the vending machines.

Additionally, the successful contractor shall pay to the City of Peoria a monthly commission based upon a percentage of the gross sales or revenues from the vending machines and as specified on the price sheet submitted by the contractor. In calculating gross sales or revenues, such amount shall be calculated based upon the total sales for all vending machines and no deductions, set-offs, or allowances will be made or permitted for goods or products which are spoiled or damaged.

### 2. TASKS

- A. The Contractor shall agree to maintain all contractor-owned or leased vending machines covered under this contract in a clean, attractive and sanitary condition.
- B. Contractor must maintain and repair equipment at no cost to the City.
- C. Contractor's employees will wear a company uniform so as to be easily recognizable to City employees.
- D. The Contractor shall provide qualified and trained service personnel to perform all the required services.
- E. The Contractor shall check for expired foods or drinks when stocking machines and replace any expired items with new product at no additional cost to the City.
- F. The Contractor will refund money to customers who deposit money in contractor-owned or leased vending machines provided under this contract and fail to receive the desired item in return due to stock outage, equipment malfunction or other reasons.



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### 3. DELIVERABLES

- A. Vending machines
- B. Food and drink products
- C. Monthly commission check
- D. Monthly gross sales report by machine and location

### 4. APPROVALS

- A. The City shall approve the installation of the vending machines with respect to location, size and content. The City reserves the right to request machines be moved to other locations to meet the needs of the Facility.
- B. The City must approve the drink and snack selection prior to placing in the vending machines.
- C. The City and contractor may mutually agree to change machine locations, number of machines, the products, or product mix during the term of the contract. If the number of machines increases, the percentage of gross sales shall remain unchanged. If the contractor wishes to reduce the number of machines, the City's prior approval must be obtained and the percentage of gross sales shall be unaffected.
- D. The Contractor will remove from the premises any vending machine provided under this contract found by the City to be inoperable, unsightly or otherwise objectionable. The Contractor shall take action within five (5) working days after receipt of notice and replace it with a machine that meets the City's needs.

### 5. DELIVERIES

Contractor shall deliver during normal working hours, Monday – Friday, 8:00 A.M. to 5:00 P.M.

### 6. PAYMENT REQUIREMENTS

- A. All payments shall be on a monthly basis, with commission checks payable on or before the tenth (10th) day of each month for the previous month's commissions. All commission checks shall be payable to the City of Peoria.
- B. Commission checks shall be accompanied by monthly itemized statement of gross sales per machine.
- C. A separate commission check shall be provided for the vending machines located at the Community Center and the three pools -Centennial, Sunrise and Peoria (See Scope of Work, 8.C). This check shall be made payable to the City of Peoria Community Services Department.



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### 7. LOCATIONS – YEAR ROUND

The City of Peoria currently has twelve (12) locations with varied vending machine configurations that will be required year round. City facilities have several break rooms with in-house vending machines. The minimum mix of machines preferred by the City is listed below:

#### A. Locations

City Hall	8401 W. Monroe St., Peoria, Arizona 85345
Council Chambers	8401 W. Monroe St., Peoria, Arizona 85345
Library	8463 W. Monroe St., Peoria, Arizona 85345
Technology Center	8343 W. Monroe St., Peoria, Arizona 85345
City Hall Annex	8314 W. Cinnabar Ave., Peoria, Arizona 85345
Public Services Administration Building (Police-Fire)	8351 W. Cinnabar Ave., Peoria, Arizona 85345
Community Center	8335 W. Jefferson, Peoria, Arizona 85345
Municipal Operation Center	8850 N. 79th Ave., Peoria, Arizona 85345
Fleet Services	8850 N. 79th Ave., Peoria, Arizona 85345
Pinnacle Peak Public Safety Facility	22244 N. Lake Pleasant Rd., Peoria, Arizona 85382
Greenway Water Treatment Plant	7300 W. Greenway Rd., Peoria, Arizona 85382
Beardsley Operations Building	19980 N. 111 <sup>th</sup> Ave., Peoria, Arizona 85382



## SCOPE OF WORK

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**LOCATIONS – YEAR ROUND (continued)**

<u>B. Requirements per Location</u>	<u>Soda</u>	<u>Snacks</u>	<u>Cold Food/Other Beverages</u>
* City Hall 1 <sup>st</sup> Floor	1	1	1
City Hall 2nd Floor	1	1	
Council Chambers	1	1	
Library	1	1	
Technology Center	1	1	
City Hall Annex	1	1	
** Public Services Administration Building (“PSAB”, “Police-Fire”)	2	1	1
* Community Center	1	1	1
Municipal Operations Center	2	1	
Fleet Services	1	1	
Pinnacle Peak Public Safety Facility	1	1	
Greenway Water Treatment Plant	1	1	
Beardsley Operations Building	1	1	

\* Drinks should include Water, Juice and Sports Drinks. Snacks should include some healthy alternatives such as baked chips, granola bars, or flavored rice cakes, no transfat products (i.e., Oreo cookies), etc.

\*\* Due to extensive hours these locations are requesting non-perishable food (soup, noodles, etc.)

- The Cold Food vending machine at the PSAB shall contain cold items of interest such as: juice, fruit, milk, burros, sandwiches, mini pizzas and desserts depending on customer requests and consumption.
- The 1st floor of City Hall Beverage glass front machine shall contain beverages such as juices, Gatorade, Frappucino, etc.
- The Community Center has a Cold Food vending machine, but currently the facility wishes only to stock this machine with beverages such as soft drinks, juices, Gatorade, Frappucino, etc.

The City has the right to request changes to products in vending machines if products are not suitable for the facility.



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### LOCATIONS – YEAR ROUND (continued)

#### C. Additional Information

<u>Location</u>	<u>Approx. # of Employees</u>	<u>Hours of Operation</u>
City Hall	390	6:00 a.m. – 6:00 p.m. M-F
Council Chambers	Public Access	
Library	25-30	9:00 a.m. – 8:00 p.m. M-Thu 9:00 a.m. – 6:00 p.m. Fri 1:00 p.m. – 5:00 p.m. Sun
Technology Center	80	6:00 a.m. – 6:00 p.m. M-F
City Hall Annex	55	8:00 a.m. – 5:00 p.m. M-F
Public Services Administration Building (Police-Fire)	267	24 Hours, Daily
Community Center	9 + Public Access	7:00 a.m. – 10:30 p.m., Daily
Municipal Operations Center	240	5:00 a.m. – 6:00 p.m. M-F
Fleet Services	28	6:00 a.m. – 6:00 p.m. M-F
Pinnacle Peak Public Safety Facility	34	8:00 a.m. – 5:00 p.m. M-F
Greenway Water Treatment Plant	15	24 Hours, Daily
Beardsley Operations Building	30	6:00 a.m. – 5:00 p.m. M-F



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Fax: (623) 773-7118

## 8. LOCATIONS – SUMMER MONTHS

The City of Peoria currently has three (3) locations with varied vending machine configurations that will be required only during the summer months. The dates required and minimum mix of machines preferred by the City is listed below:

<u>A. Locations</u>		<u>Dates and Hours of Operation</u>
Peoria HS Pool	11200 N. 83 <sup>rd</sup> Avenue	Memorial Day – Labor Day Weekends & Holidays 12:00pm - 6:00pm
Centennial HS Pool	14388 N. 79th Avenue	Mid-March – Labor Day Weekends & Holidays 12:00pm - 6:00pm
Sunrise Pool	21321 N. 86th Drive	Mid-March – Labor Day Weekends & Holidays 12:00pm - 6:00pm

<u>B. Requirements per Location</u>	<u>Soda</u>	<u>Snacks</u>
Peoria HS Pool	1	1
Centennial HS Pool	1	1
Sunrise Pool	1	1

### C. Additional Information

**Payment** – One check will be made out to the City of Peoria Community Services Department for the vending located at Community Center and the three pools – Centennial, Sunrise, Peoria. An itemized sheet needs be sent with each check that shows the net amount per facility (i.e., \$dollars for Community Center, \$dollars for pools, etc.)

**Pools** - Drinks should include water, juice and sports drinks. Snacks should include some healthy alternatives such as baked chips, granola bars, or flavored rice cakes, no transfat products (i.e., Oreo cookies), etc. Machines will be located in secure areas on the outside of the buildings. Request no product that will melt (i.e., chocolate) in the hot months.

**Food** – The City has the right to request changes to products in vending machines if products are not suitable for the facility.



# SCOPE OF WORK

Solicitation Number: Q06-16

## Materials Management Procurement

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

### 9. SUBMITTAL REQUIREMENTS

See Special Terms and Conditions, Page 9 of 27 for submittal requirements

### 10. CURRENT PRICING

Current prices are as follows:

<u>Cold Food</u>	<u>Price</u>	<u>Bvg Machines</u>	<u>Price</u>	<u>Snack Machines</u>	<u>Price</u>
Milk 1	.75	Soda – Can	.55	Small Chips	.50
Cake	1.00	Gatorade – Can	.75	Large Chips	.75
Burro Sm.	1.25	20 oz. Soda,	1.00	Candy 1	.55
Burro Lg.	1.50	20 oz Water	1.00	Candy 2	.85
Sandwich 1	1.75	20 oz Gatorade	1.00	Pastry	.85
Fruit	.60	Juice	1.25	Gum & Mint	.50
Juice 1	.75	Frappuccino	1.50	Cookie	.65
		Energy Drink	2.00		
				<u>Soda Machines</u>	<u>Price</u>
				Soda – Can	.55
				20 oz. Bottle	1.00

It is the City's desire to maintain reasonably low soda and snack prices for its employees. As per the Special Terms and Conditions, Page 9 of 27, sales commissions will not be the sole evaluation criteria for this solicitation.

The following reflects gross sales for soda and snacks including commission paid to the City since August 2005.

	<u>Gross Sales</u>	<u>23% Commission</u>
Aug 05	\$1,433.15	\$329.62
Sep 05	\$2,350.00	\$540.50
Oct 05	\$1,428.00	\$328.44
Nov 05	\$659.00	\$151.57
Dec 05 – Jan 06	\$3,348.35	\$770.12
Feb 06 – Mar 06	\$2,847.35	\$654.89
Apr 06 – May 06	\$3,472.15	\$798.59
Jun 06 – Jul 06	\$2,642.65	\$607.81
<b>Totals</b>	<b>\$18,180.65</b>	<b>\$4,181.55</b>



# PRICE SHEET

Solicitation Number: Q06-16

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

Company Name:

Item	Description of material and/or services	% Commission
I.	<b>Year Round Service:</b>	
A.	Firm fixed percentage of gross sales/revenue payable to the City of Peoria, Arizona for snacks.	<u>20</u> %
B.	Firm fixed percentage of gross sales/revenue payable to the City of Peoria, Arizona for soda.	<u>20</u> %
C.	Itemized price to be charged per each product group: pop, water, juice, candy, gum, chips, popcorn, pastries, cookies, food, etc. Attach separate sheet if necessary.	Indicate Prices Below

<u>Item</u>	<u>Price</u>
Soda - 12oz. cans	.65 ¢
Soda - 20 oz bottles	\$1.25 ¢
Water - 20 oz. bottles	\$1.25 ¢
Juice - 12 oz bottles	\$1.50 ¢
Frappacino - 12oz bottles	\$1.50 ¢
Gatorade - 20 oz bottles	\$1.25 ¢
Powerade - 20 oz bottles	\$1.25 ¢
Milk - 12 oz bottles	\$1.25 ¢
Cakes - Muffins	\$1.00 ¢
All size Burro - Hot Pockets -	\$1.50 ¢
Pizzas - Breakfast Sandwiches	\$1.50 ¢
Juices - Small Cans	.75 ¢
_____	_____ ¢

<u>Item</u>	<u>Price</u>
Fresh Sandwiches	\$1.75 - \$2.25 ¢
L.S.S. Chips	.75 ¢
Small Chip Items	.50 ¢
Candy Items	.65 ¢
Cookies - Poptarts -	.75 ¢
Act II Popcorn	.75 ¢
Pastry	\$1.00 ¢
Gum - Mints	.50 ¢
_____	_____ ¢
_____	_____ ¢
_____	_____ ¢
_____	_____ ¢
_____	_____ ¢



# PRICE SHEET

Solicitation Number: Q06-16

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

Company Name:

Item	Description of material and/or services	% Commission
<b>II.</b>	<b>Summer Months Service (per Scope of Work, Item 8):</b>	
A.	Firm fixed percentage of gross sales/revenue payable to the City of Peoria, Arizona for snacks.	<u>20</u> %
B.	Firm fixed percentage of gross sales/revenue payable to the City of Peoria, Arizona for soda.	<u>20</u> %
C.	Itemized price to be charged per each product group: pop, water, juice, candy, gum, chips, popcorn, pastries, cookies, food, etc. Attach separate sheet if necessary.	Indicate Prices Below

<u>Item</u>	<u>Price</u>	<u>Item</u>	<u>Price</u>
Soda - 12oz. cans	.65 ¢	_____	¢
Soda - 20 oz bottles	\$1.25 ¢	_____	¢
L.S.S. Chips	.75 ¢	_____	¢
Small Chip Items	.50 ¢	_____	¢
Candy Items	.65 ¢	_____	¢
Cookies	.75 ¢	_____	¢
_____	¢	_____	¢
_____	¢	_____	¢
_____	¢	_____	¢
_____	¢	_____	¢
_____	¢	_____	¢
_____	¢	_____	¢
_____	¢	_____	¢
_____	¢	_____	¢
_____	¢	_____	¢



## QUESTIONNAIRE

Materials Management  
Procurement

Solicitation Number: Q06-16

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

Please list a minimum of three (3) references for projects of similar size and scope to this RFQ whom the Materials Management Division may contact:

1. **Company:** Desert Sky Health and Rehabilitation Center  
**Contact:** Patti  
**Address:** 5125 North 58th Ave.  
Glendale, AZ 85301  
**Phone:** 623-931-5800
  
2. **Company:** Shadow Mt. High School  
**Contact:** Linda  
**Address:** 2902 East Shea Blvd.  
Phoenix, AZ 85028  
**Phone:** 602-867-5323
  
3. **Company:** Sanderson Ford  
**Contact:** Neil  
**Address:** 6400 N 51st Ave.  
Glendale, AZ 85011  
**Phone:** 623-842-8600



## QUESTIONNAIRE

Materials Management  
Procurement

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

Solicitation Number: Q06-16

Bidders are to indicate below any exceptions they have taken to the Terms and Conditions and/or Scope of Work:

*None*



## QUESTIONNAIRE

**Materials Management  
Procurement**

Solicitation Number: Q06-16

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.**



ARIZONA DEPARTMENT OF REVENUE  
 LICENSE & REGISTRATION SECTION  
 1600 WEST MONROE  
 PHOENIX, ARIZONA 85007-2650

MUST BE  
 DISPLAYED IN A  
 CONSPICUOUS PLACE

TRANSACTION PRIVILEGE TAX LICENSE

-NOT TRANSFERABLE-

THIS LICENSE IS ISSUED TO THE BUSINESS NAMED BELOW FOR THE ADDRESS SHOWN. LICENSES, BY LAW, MAY NOT BE TRANSFERRED FROM ONE PERSON TO ANOTHER NOR CAN THEY BE TRANSFERRED FROM ONE LOCATION TO ANOTHER. ARIZONA LAW REQUIRES LICENSEES TO NOTIFY THE DEPARTMENT OF REVENUE IF THERE IS A CHANGE IN BUSINESS NAME, TRADE NAME, LOCATION, MAILING ADDRESS OR OWNERSHIP. IN ADDITION, WHEN BUSINESS IS DISCONTINUED OR BUSINESS LOCATION CHANGES AND A NEW LICENSE IS ISSUED, THIS LICENSE MUST BE RETURNED TO THE ARIZONA DEPARTMENT OF REVENUE.

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 42, CHAPTER 8, ARTICLE 1.

ISSUED  
 TO

FULLINE VENDING INC  
 6617 N 57TH DR  
 GLENDALE

AZ 85301

07-322652-2

ALL communications  
 and Reports MUST  
 REFER to this  
 LICENSE NO.

17 BUSINESS CODE

(DRA) AZ COMPLETE VENDING SVC  
 6020 N 58TH AVE  
 GLENDALE

AZ 85301

04-02-85 EFFECTIVE DATE

(REISSUE) 07-23-91 PRINT DATE



## QUESTIONNAIRE

Materials Management  
Procurement

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

Solicitation Number: Q06-16

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

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

A R I Z O N A

# COMPLETE VENDING



Arizona Complete Vending has been operating throughout the valley for over 30 years. We have had a good relationship with the city of Peoria in the past and hope to do so in the future. Service is our number 1 goal and customer satisfaction is number 1. Our Snickers, Cheetos, Coke, or Pepsi is no different than any other company, so we like to think the difference between us and the other guy is fair prices, quality items, and good services.

We are also a wholesale company and deliver products throughout the state. So if we don't have a certain item on hand, we can usually get them.

Our drivers work on a commission basis, so the machines will be kept filled and products rotated for freshness as needed.

Thanks again for your past business and look forward to serving you again!



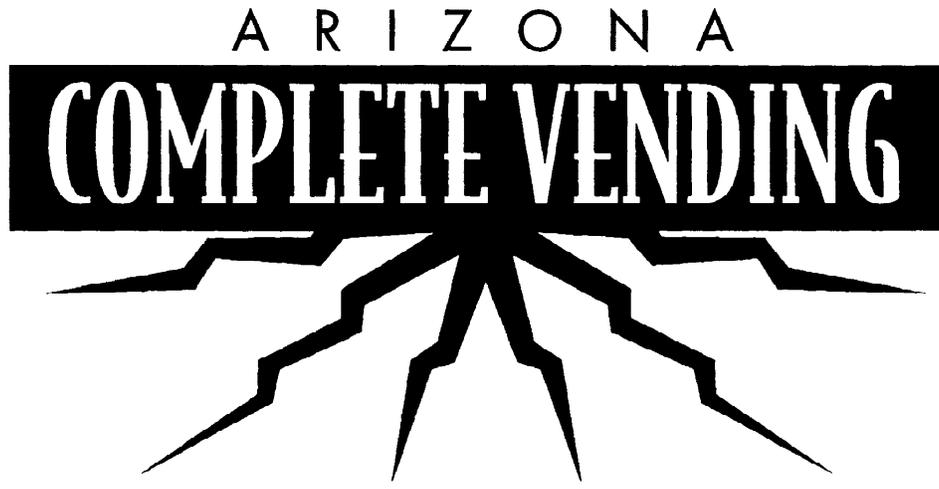
## **Vending Machines**

Since we are the current vendor, the machines that are at the existing locations will remain the same. If there are any that need to be replaced or changed, they will be taken care of in the future as needed. If different product configurations are to be changed, that also will be taken care of.



## **Service and Repairs**

Any machine problems that occur will be taken care of in a timely manner as a broken machine is bad for everybody. Most repairs are handled by the route drivers or service technicians when they happen as soon as we are notified.



## **Refunds**

Refunds for lost money or damaged items is usually handled by the route driver. Locations that wish to handle a refund bag can do so. If there is a problem with a machine or certain items not vending properly, adjustments can be made to fix the problem.



## **Pricing**

Due to the rising costs in the products that we buy, insurance rates, fuel, etc. we are forced to make certain price adjustments to the existing pricing currently in the machines. These new prices will stay during the length of the contract, unless negotiated by both parties.



## **Commissions**

The commission rate would go from the current 23% to 20%. In the past you did not receive commissions from slower sale machines. You will now receive the same for all machines. A monthly report for the sales of each machine will be included with each check and will be sent to the proper locations of your choice. With the changes in the pricing you will see an increase in your commission.



# CONTRACT AMENDMENT

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

Solicitation No RFQ 06-16  
Description Vending Services  
Amendment No Ext #1

Page 1 of 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 2/1/10 to 1/31/11.**
- 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.

*Kerry Schlei* 10-14-09  
Signature Date

Kerry Schlei  
Typed Name and Title

Arizona Complete Vending  
Company Name

6020 N 55<sup>th</sup> Ave  
Address

Glendale  
City

AZ  
State

85301  
Zip Code

Attested by

*Mary Jo Kief*  
Mary Jo Kief, City Clerk  
*mee-Kief*

CC Number

ACON03107A  
Contract Number

Official File #



City Seal

*Christine Finney* 10/7/09  
Requested by

*Ellen Van Riper*  
Recommended by

Ellen Van Riper, Assistant City Attorney

*Stephen M Kemp*  
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
*October 28, 2009* at Peoria, Arizona

*Herman F Koebergen*  
Herman F Koebergen, Materials Manager



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N 85<sup>th</sup> Ave, 2<sup>nd</sup> Fl  
Peoria, AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773-7118

Solicitation No RFQ 06-16  
Description Vending Services  
Amendment No Ext #1

Page 2 of 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 A.R.S. §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. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: RFQ06-16      Page 1 of 1  
Description: Vending Services  
Amendment No: Two (2)      Date: 10/21/2010

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 01/31/11. **LAST YEAR OF CONTRACT**

THE NEW CONTRACT TERM:

**Contract Term: 02/01/11 to 01/31/12**

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

*Kerry Schlei*  
Signature

10-21-10  
Date

Kerry Schlei  
Typed Name and Title

Arizona Complete Vending  
Company Name

6020 N. 55<sup>th</sup> Ave.  
Address

Glendale  
City

AZ  
State

85301  
Zip Code

Attested by:

*Lynda Blue*  
for City Clerk

*Dan Zenko*

Dan Zenko, Materials Management Supervisor

*Brent Mattingly*

Brent Mattingly, Director of Finance

**Ellen Van Riper, Assistant City Attorney**

*Ellen M. Van Riper*

Approved as to Form Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

Nov. 3, 2010, 2010, at Peoria, Arizona.

*Herman F. Koebergen*

Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/11/10)

CC Number

ACON03107B

Contract Number:

Official File

A CON 03107B

**ORIGINAL**



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Christine Finney

Solicitation No. Q06-16 Page 1 of 1  
Description: Vending Machine Services  
Amendment No. Three (3) Date: 4/6/2011

In accordance with the Contract Standard Terms and Conditions, Assignment-Delegation, the vendor has sold all rights of the company as shown in the attached notification letter and asset purchase agreement.

The City hereby approves re-assignment of the contract to the new owner, who assumes responsibility and takes no exception to the terms and conditions of the existing contract.

The company name will remain AZ Complete; however, the owner is now Jeff Fuller. The new business address is 4202 E. Elwood St, #22, Phoenix, AZ 85040; the new business telephone is (602) 628-1133.

All other provisions of the contract shall remain in their entirety.

Nothing Further.

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

*[Signature]* 5-7-11  
Signature Date

Jeff Fuller, Owner  
Typed Name and Title

AZ Complete  
Company Name

4202 E. Elwood St., #22  
Address

Phoenix  
City

AZ  
State

85040  
Zip Code

Attested By:  
*Wanda Nelson*

Wanda Nelson, City Clerk

*[Signature]*  
Director: Brent Mattingly, Finance Director

Requestor: Dan Zenko, Materials Management Supervisor  
**Ellen Van Riper, Assistant City Attorney**

Approved as to Form: *[Signature]* Stephen M. Kemp, City Attorney



CC Number  
**ACON03107C**  
Contract Number

The above referenced Contract Amendment is hereby Executed

May 19, 2011 at Peoria, Arizona

*[Signature]*  
Herman F. Koebergen, Materials Manager  
*[Signature]*

**City Seal**  
Copyright 2003 City of Peoria, Arizona  
(Rev 01/05/09)

Official File

A CON 03107C

# AZ COMPLETE

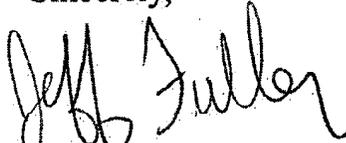
April 4, 2011

City of Peoria  
Attn: Materials Management  
Christine Finney  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Peoria, AZ 85345

Dear Christine,

Per your request, please find attached the first and last page of the purchase agreement between us and Arizona Complete. We have assumed responsibility for the contract with the City of Peoria. We look forward to a long mutual benefitting relationship.

Sincerely,



Jeff Fuller  
AZ COMPLETE  
602-628-1133

4202 E. Elwood St, #22  
Phoenix, AZ 85040  
(602) 628-1133  
azcompletevending@gmail.com

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of December 20<sup>th</sup> 2010 by and between

Fullline Vending Inc., DBA Arizona Complete Vending Service  
6020 North 55<sup>th</sup> Ave  
Glendale, AZ 85301

Phone: 623-939-5111

Clair Fuller  
132 Paseo Del Rio  
Sequin, TX 78155

Phone:

Fullline Vending Inc, DBA Arizona Complete Vending Service hereinafter referred to as "SELLER", and Clair Fuller, hereinafter referred to as "BUYER".

### WITNESETH:

WHEREAS, Seller, owns and operates a Food, Snack, and Drink Vending company located at 6020 North 55<sup>th</sup> Ave Glendale, AZ 85301

WHEREAS, Purchaser will be entering into the Food, Snack, and Drink Vending business located at 132 Paseo Del Rio Sequin, TX 78155 with routes located in and around Phoenix, AZ.

WHEREAS, subject to the terms and conditions set forth in this Agreement, Seller desires to sell to Purchaser (or its assignee), and Purchaser desires to purchase from Seller, certain assets used to conduct the Business.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

#### 1. Purchase, Sale and Assumption

##### 1.1. Agreement to Sell and to Purchase.

On the terms and subject to the conditions set forth herein, Seller agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agrees to purchase and acquire from Seller, at the Closing (as defined herein), all right, title and interest of Seller in and to the following assets, properties and rights as they shall exist on the Closing Date (as defined herein):

1.1.1. All Vending Division assets of Fullline Vending Inc, DBA Arizona Complete Vending Service including vending machines (see separate list of vending machines), bill counter (Assida 6600), coin counter (Brant 6800), and three (3) vehicles, on the books as of the date of this agreement.

1.1.2. The following list of trucks and associated routes from Fullline Vending Inc, DBA Arizona Complete Vending Service

a telefax, the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

2.7. Cost and Expenses.

Except for costs and expenses specifically assumed by a party under this Agreement, each party hereto shall pay its own expenses incident to this Agreement and the transactions contemplated hereunder. Seller shall pay all transfer and recording tax and fees associated with the transfer of the Real Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

FULLLINE VENDING INC, DBA ARIZONA COMPLETE VENDING SERVICE

By: [Signature] 12/24/10  
Philip W. Schwartz, President Date

PURCHASER:

CLAIR FULLER

By: [Signature] 12-20-10  
by [Signature]  
Clair Fuller Date

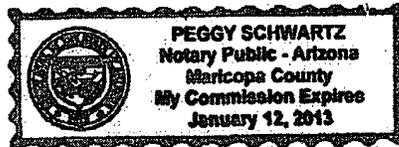
State ) az  
)

County ) Maricopa

Sworn and subscribed by me this 20 day of December 2010.

[Signature]  
Notary Public

1/12/2013  
My Commission Expires





# CONTRACT AMENDMENT

## Materials Management Procurement

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

Buyer: Christine Finney

Solicitation No. Q06-16 Page 1 of 1  
Description: Vending Machine Services  
Amendment No. Four (4) Date: 7/27/2011

In accordance with the Contract Price Adjustment Clause, a price adjustment is hereby approved, effective immediately.

The price of Trail Mix will be increased to \$0.75

A new category of Chocolate Candy will be added at a price of \$0.85

All other provisions of the contract shall remain in their entirety.

Nothing Further.

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

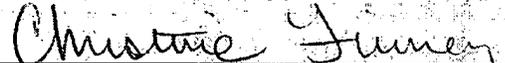
	8-10-11	Jeff Fuller, Owner	AZ Complete
Signature	Date	Typed Name and Title	Company Name
4202 E. Elwood St., #22		Phoenix	AZ 85040
Address		City	State Zip Code

Attested By: 

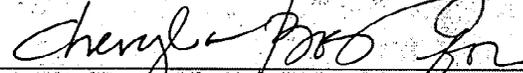
Wanda Nelson, City Clerk



Director: Brent Mattingly, Finance Director



Requestor: Christine Finney, Buyer II

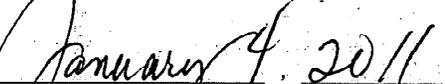


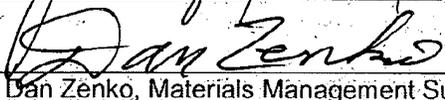
Approved as to Form: Stephen M. Kemp, City Attorney



CC Number  
ACON03107D  
Contract Number

The above referenced Contract Amendment is hereby Executed

 at Peoria, Arizona

  
Dan Zenko, Materials Management Supervisor

City Seal  
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(Rev 07/05/11) Official File

A CON 03107D



# CONTRACT AMENDMENT

## Materials Management Procurement

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

Solicitation No. Q06-16 Page 1 of 1  
Description: Vending Machine Services  
Amendment No. Five (5) Date: 01/11/2012

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on **January 31, 2012**. The contract is hereby extended on a month to month basis, not to exceed six (6) months, or until a new contract can be awarded.

All other provisions of the contract shall remain in their entirety.

Nothing Further.

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

<i>Troy Hamblin</i> Signature	1/31/12 Date	Troy Hamblin/Route Supervisor Typed Name and Title	AZ Complete Company Name
4202 E. Elwood St., #22 Address	Phoenix City	AZ State	85040 Zip Code

Attested By: *Wanda Nelson*

Wanda Nelson, City Clerk

Director: Brent Mattingly, Finance Director

*Christine Finney*  
Requestor: Christine Finney, Buyer II

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



CC Number  
ACON03107E  
Contract Number

The above referenced Contract Amendment is hereby Executed  
*February 15, 2012* at Peoria, Arizona

*Dan Zenko*  
Dan Zenko, Materials Management Supervisor

**City Seal**  
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(Rev 07/05/11) Official File