City of Peoria, Arizona
Request for Quotation

Invitation for Bid No	**RFQ 09-13**	Bid Due Date	**March 12, 2009**
Materials and/or Services	**Car Wash Services**	Time	5 00 P M AZ Time
		Contact	**Lisa Houg, CPPB**
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 8314 W Cinnabar Avenue, Peoria, AZ 85345	Buyer **Lisa Houg, CPPB**

Vendor Quotation

Delivery shall be made N/A **Calendar days after receipt of order** | **Payment Terms** Net 30

Company Name	Address	City	State	Zip Code	Telephone
CARWASH FRANCIS & SONS	7934 W Thunderbird	Peoria	AZ	85381	623-776 8811

Signature	Typed Name	Title	Date
	JEFF FRANCIS	G M/MEMBER	3/10/09

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

ACON18009
Contract Number

Official File

City of Peoria, Arizona Eff Date 4/1/09

Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M Kemp, City Attorney

Awarded on 3/26/09

Herman Roebergen, Materials Manager

COP 211 (10/01/08)CW

A CON 18009

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

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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 specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989 In addition, if this agreement pertains to construction, Contractor must also comply with A R S § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A R S § 34-302, as amended (Residence Requirements for Employees)

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

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

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract "Services" is defined as furnishing labor, time or effort in the

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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 is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities

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

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

4 **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code

5 **CONTRACT.** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer The Solicitation shall govern in all other matters not affected by the written contract

6 **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor

7 **CONTRACT APPLICABILITY.** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract

8 **PROVISIONS REQUIRED BY LAW·** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction

9 **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application

10 **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any

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11 **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties Any attempt at oral modification of this contract shall be void and of no effect

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

13 **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City The prime contractor shall itemize all sub-contractors which shall be utilized on the project Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein The Contractor is responsible for contract performance whether or not Subcontractors are used

14 **RIGHTS AND REMEDIES·** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract

15 **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph

16 **OVERCHARGES BY ANTITRUST VIOLATIONS** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract

17 **FORCE MAJEURE** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without

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

Force majeure shall not include the following occurrences

a Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences

b Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition

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

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

19 **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above

20 **RIGHT TO INSPECT PLANT** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded

21 **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties Additional warranty requirements may be set forth in the solicitation

22 **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor If so returned, all costs are the responsibility of the Contractor The City may elect to do any or all

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a Waive the non-conformance

b Stop the work immediately

c Bring material into compliance

This shall be accomplished by a written determination for the City

23 **TITLE AND RISK OF LOSS.** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract

24 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole

25 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole

26 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials

27 **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City

28 **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract

29 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City

30 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL.** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications

31 **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner

32 **PUBLIC RECORD** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction

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33 **ADVERTISING** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City

34 **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203)

35 **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability Fiscal years for the City of Peoria are July 1 to June 30 The City Council approves all budget requests If a specific funding request is not approved, the contract shall be terminated

36 **PAYMENT.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice

SPECIAL TERMS AND CONDITIONS

Solicitation Number **Q09-13**

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1 **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Car Wash 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 **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract, the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement

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

5 **Contract Type:** Fixed Price

6 **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein

7 **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months

8 **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability The City of Peoria encourages diverse suppliers to respond to solicitations for products or services

9 **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

10 **Taxes:** Prices offered shall not include applicable State and local taxes The City will pay all applicable taxes Taxes must be listed as a separate item on all invoices

11 **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year Any price increase adjustment will only be made at the time

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of contract extension and will be a factor in the extension review process The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City Any price adjustment will be effective upon the effective date of the contract extension

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

13 **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

14 **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

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Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc 's Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance

b Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc Policy Form CA 00011293, or any replacements thereof) Such insurance shall include coverage for loading and off loading hazards If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply

c Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit

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

15 **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

16 **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially

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

changed without thirty (30) days prior written notice to the City

17 **Evaluation.** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid

18 **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

19 **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor

20 **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

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21 **Confidential Information:**

a If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified

b The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination

c The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld

d If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination

22 **Multiple Awards** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies The actual utilization of any contract will be at the sole discretion of the City The fact that the City may make multiple awards should be taken into consideration by each potential contractor

23 **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

24 **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract The City will issue written notice to the contractor for acting or failing to act as in any of the following

a The contractor provides material that does not meet the specifications of the contract,

b The contractor fails to adequately perform the services set forth in the specifications of the contract,

c The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract,

d The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract

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

a Cancel any contract,

b Reserve all rights or claims to damage for breach of any covenants of the contract,

c Perform any test or analysis on materials for compliance with the specifications of the contract If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor,

d In case of default, the City reserves the right to purchase materials, or to complete the required work in

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accordance with the City Procurement Code The City may recover any actual excess costs from the contractor by

i Deduction from an unpaid balance,
ii Any combination of the above or any other remedies as provided by law

25 **Contract Default** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances

a If the contractor fails to make delivery of the supplies or to perform the services within the time specified, or

b If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice

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

	SCOPE OF WORK	Materials Management Procurement
	Solicitation Number. Q09-13	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone (623) 773-7115 Fax (623) 773-7118

I. Introduction

The City is in need of full service Car Wash vendor(s) for the City's vehicles The Car Wash vendor(s) must be located within one (1) mile of city limits

II. Requirements

A General Wash Services

1 Prices for Car, Van, Light Truck and SUV (including up to ¾ ton) washes
2 Vehicles shall have complete exterior wash and dry
3 Vehicles shall have interior vacuumed to remove dirt and loose debris from floors, seats and under seats
4 Vehicles shall have all interior surfaces wiped clean and dry
5 Vehicles shall have all windows washed inside and outside
6 Special care shall be taken as not to damage emergency lighting systems, antennas, exterior racks or any other equipment attached to the vehicle
7 Services must be available during normal working hours

B Hand Wash Passenger Transit Buses

Cleaning of Passenger Transit Buses (13 passenger) shall be washed by hand and include all of the services listed in Section II A

C Hand Wash Mobile Command Vehicles

Cleaning of two (2) Class B Vehicles (1-40 ft and 1-26 ft) shall be washed by hand (exterior only)

III. Billing

The City of Peoria will provide the vendor with a City log (Attachment A) It is the responsibility of the vendor to log each City vehicle wash, vehicle number, plate number, amount, employee name and obtain the employee's signature The log is to be returned to the City on a monthly basis along with the invoice

IV. RFQ Submittal and Contact Information

The RFQ is due no later than **5:00 p.m.** on **March 12, 2009** and shall be delivered to
City of Peoria, Materials Management
8314 W Cinnabar, Peoria, AZ 85345

All questions regarding the RFQ should be directed to Lisa Houg at Lisa Houg@peoriaaz gov

PRICE SHEET

Solicitation Number: Q09-13

Materials Management Procurement

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

Item	Description of material and/or services	Estimated Quantity	Unit	Unit Price	Extended Price
1	**General Wash Services** (per Scope of Work, Section II A) Car, Van, Light Truck and SUV (including up to ¾ ton) wash, dry and vacuum, per Scope of Work	1800	ea	$ 6.99	$ 12,582.00
2	**Passenger Transit Buses** (per Scope of Work, Section II B)	200	ea	$ 39.99	$ 7998.00
4	**Mobile Command Vehicle** (per Scope of Work, Section II C)				
	40 ft Class B Vehicle	12	ea	$ 99.99	$ 1199.88
	26 ft Class B Vehicle	12	ea	$ 69.99	$ 839.88
5	**List location(s) of car wash.** 7934 W. Thunderbird, PEORIA, AZ 8778 W Thunderbird, PEORIA AZ				
6	**Please list days and hours of service:** MON - SAT 7:30 AM - 6 P.M SUN 8 AM - 6 PM				

QUESTIONNAIRE

Solicitation Number **Q09-13**

Materials Management Procurement

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 similar services whom the Materials Management Division may contact:

1 Company: MC lane Distributing
Contact:
Address: P.O Box 6138 Acct # 85000315
Temple, TX 76503
Phone: 800-782.4760

2 Company: Chevron Products Co
Contact: OSCAR Acct # 8095100
Address: P O Box 9600 - Sec 267,
Concord, CA 94524
Phone: 480-354-9648

3 Company: Hensley & Company
Contact:
Address: 4201 N 45th Ave Cust 00072040
PHX AZ 85031
Phone: 602.264.1635

	QUESTIONNAIRE	Materials Management Procurement
	Solicitation Number **Q09-13**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone (623) 773-7115 Fax (623) 773-7118

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

	QUESTIONNAIRE	Materials Management Procurement
	Solicitation Number **Q09-13**	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.**

Account Number
30325

Valid until 12/31/2009
unless revoked

2009

Privilege Tax License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria subject to the provisions of the Peoria City Code, Chapter 12

Post in a Conspicuous Place
Non-Transferable

F & S OIL I LLC
C/O THE AUDITOR'S TRAIL, INC
2701 E THOMAS RD #D
PHOENIX AZ 85016

Business Address:
F & S OIL I LLC
7934 W THUNDERBIRD RD
PEORIA AZ 85381-4610

Russell E. Young
Russell Young, Tax & License Supervisor

(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

Thank you for doing business in Peoria. We realize that you had many options when considering where to operate your business and we are pleased that you chose Peoria.

If you have questions regarding Peoria's tax reporting requirements or need information regarding specialty licenses, please contact us by:

Phone	(623) 773-7160
Fax	(623) 773-7159
E-mail.	salestax@peoriaaz.com

We wish you success and prosperity in this year and in the years to come

Sincerely,

Sales Tax & Licensing Section

AP''ONA DEPARTMENT OF REVENU''
L.. .NSE & REGISTRATION SECTIO.
1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

EFFECTIVE DATE
May 1, 2006

TRANSACTION PRIVILEGE TAX LICENSE

-NOT TRANSFERABLE-

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to the Arizona Department of Revenue as required under provisions of A R S Title 42, Chapter 5, Article 1

0600000916934

20120224 ALL communications and reports MUST REFER to this LICENSE NO

Issued To FRANCIS & SONS I-LLC
11511 E VIA LINDA
SCOTTSDALE AZ 85259

BUSINESS CLASS

017 Retail

Location: FRANCIS & SONS I-LLC
8778 W THUNDERBIRD RD
PEORIA AZ 85381

PROGRAM CITIES

NONE

This License is issued to the business named above for the address shown. Licenses, by law, cannot 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 the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue.

	QUESTIONNAIRE	Materials Management Procurement
	Solicitation Number **Q09-13**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone (623) 773-7115 Fax (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____✓_____

If yes, please provide details and documentation of the certification

	ATTACHMENT A	Materials Management Procurement
	Solicitation Number **Q09-13**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone (623) 773-7115 Fax (623) 773-7118

CAR WASH LOG ATTACHED, PER SCOPE OF WORK.

Company Name:

City of Peoria
Car Wash Log

Invoice Date. _____
Invoice Number. _____ PO# _____
Billing Period: From _____ To: _____
Page# _____ of _____

Date	City of Peoria Employee Printed Name	Vehicle #	License Plate #	Amount	City of Peoria Employee Signature

Please send logs to:

City of Peoria
Attention. Accounts Payable

8401 W. Monroe Street
Peoria, Arizona 85345

Net 30 Days

Subtotal: _____

Tax: _____

Grand Total: _____

Company Representative Signature: _____

Company Representative Printed Name: _____

CONTRACT AMENDMENT

Solicitation No: Q09-13 Page 1 of 1
Description: Car Wash Services
Amendment No: One (1) Date: 1/25/2010

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

Buyer: Lisa Houg

ORIGINAL

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 03/31/10.

THE NEW CONTRACT TERM IS:

Contract Term: 04/01/10 to 03/31/11

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

Signature	Date	Typed Name and Title	Company Name
	3/18/10	Jeff Francis	Francis & Sons Car Wash

Address	City	State	Zip Code
7934 W. Thunderbird Rd.	Peoria	AZ	85381

Attested by:

Mary Jo Waddell, City Clerk

CC Number

ACON 18009A
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Requested by: Teresa Corless, Admin Services Supervisor

Recommended by: Lisa Houg, Contract Officer

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

The above referenced Contract Amendment is hereby Executed March 30, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 18009A

CONTRACT AMENDMENT

Solicitation No: Q09-13 Page 1 of 1
Description: Car Wash Services
Amendment No: Two (2) Date: 11/29/2010

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

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 03/31/11.

THE NEW CONTRACT TERM IS:

Contract Term: 04/01/11 to 03/31/12

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

Signature	Date	Jeff Francis Typed Name and Title	Francis & Sons Car Wash Company Name

7934 W. Thunderbird Rd.	Peoria	AZ	85381
Address	City	State	Zip Code

Attested by:
Wanda Nelson
City Clerk

CC Number

ACON 18009B
Contract Number:

Official File

City Seal
(Rev 02/01/08)

A CON 18009B

Director: Larry Ratcliff, Chief of Police

Teresa Corless
Recommended by: Teresa Corless, Admin Services Supervisor

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

The above referenced Contract Amendment is hereby Executed December 28, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

CONTRACT AMENDMENT

Solicitation No: Q09-13 Page 1 of 1
Description: Car Wash Services
Amendment No: Three (3) Date: 1/12/2012

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

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 03/31/12.

THE NEW CONTRACT TERM IS:

Contract Term: 04/01/12 to 03/31/13

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

Signature	Date	Typed Name and Title	Company Name
	3/8/12	Jeff Francis	Francis & Sons Car Wash

Address	City	State	Zip Code
7934 W. Thunderbird Rd.	Peoria	AZ	85381

Attested by:
Wanda Nelson
Wanda Nelson, City Clerk

Roy Minter, Chief of Police

Teresa Corless
Recommended by: Teresa Corless, Admin Services Supervisor

CC Number

ACON 18009C
Contract Number:

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

The above referenced Contract Amendment is hereby Executed March 19, 2012, at Peoria, Arizona.

Official File

Dan Zenko, Materials Management Supervisor

City Seal
(Rev 02/01/08)

A CON 18009C

CONTRACT AMENDMENT

Solicitation No: Q09-13 Page 1 of 1
Description: Car Wash Services
Amendment No: Four (4) Date: 4/25/2013

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 03/31/13. The contract is being extended and the new contract term is **4/1/2013 – 3/31/2014.**

In addition, effective June 1, 2013, the contract rates have increased as follows:

1. General Wash Services increase from $6.99 to $7.99
2. Passenger Transit Buses increase from $39.99 to $49.99
3. Mobile Command Vehicle (26 ft) increase from $69.99 to $79.99
4. Mobile Command Vehicle (40 ft) increase from $99.99 to $109.99

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

Signature	Date	Typed Name and Title	Company Name
	4/25/13	Jeff Francis, General Mgr.	Francis & Sons Car Wash

Address	City	State	Zip Code
16414 N. 91st Street, Suite 102	Scottsdale	AZ	85260

Attested by:

for Rhonda Geriminsky, City Clerk

CC Number

ACON 18009D
Contract Number:

Official File

City Seal
(Rev 02/01/05)

Roy Minter, Chief of Police

Dept Rep: Teresa Corless, Administrative Services Manager

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

The above referenced Contract Amendment is hereby Executed May 7, 2013, at Peoria, Arizona.

Dan Zenko, Materials Management Supervisor

A CON 18009D