



CONTRACT AMENDMENT

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

Solicitation No. Q12-06 Page 1 of 1
Description: Pizza
Amendment No. Four (4) Date: 5/11/16

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/16. **LAST YEAR OF CONTRACT**

The attached Price Sheet hereby replaces all previous Price Sheets.

The New Contract Term Is: 8/1/16 to 7/31/17

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

	8/10/16	Troy Ridder, General Manager	Barro's Pizza
Signature	Date	Typed Name and Title	Company Name
8390 W. Cactus Rd.	Peoria	AZ	85381
Address	City	State	Zip Code

Attested By:

Rhonda Germinsky, City Clerk

Director: John R. Sefton Jr., Community Services Director

Department Rep: Kelli Kincaid, Recreation Manager



CC Number

ACON35212D
Contract Number

Approved as to Form: City Attorney

The above referenced Contract Amendment is hereby Executed
Aug 24, 2016, at Peoria, Arizona

Dan Zenko, Materials Manager

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Q12-06, Pizza
Barros Price Sheet
 (Effective 8/1/2016)

Item Description	(Orig. Price)	(New Price)
Large Cheese Pizza		
1 to 5	\$6.00	\$7.00
6 to 10	\$6.00	\$7.00
11 to 20	\$6.00	\$7.00
21 to 60	\$6.00	\$7.00
51 or more	\$6.00	\$7.00
Large One-Topping Pizza		
1 to 5	\$7.00	\$8.00
6 to 10	\$7.00	\$8.00
11 to 20	\$7.00	\$8.00
21 to 60	\$7.00	\$8.00
51 or more	\$7.00	\$8.00
Large Supreme (Works) Pizza		
1 to 5	\$10.75	\$11.75
6 to 10	\$10.75	\$11.75
11 to 20	\$10.75	\$11.75
21 to 60	\$10.75	\$11.75
51 or more	\$10.75	\$11.75
Additional Cost per Topping	\$1.25	\$1.25
Actual Size of Large Pizza	14"	14"
% Discount on other menu items	0%	0%
Delivery Charge	\$2.50	\$2.50



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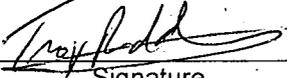
Solicitation No. Q12-06 Page 1 of 1
 Description: Pizza
 Amendment No. Three (3) Date: 5/7/15

Buyer: Christine Finney

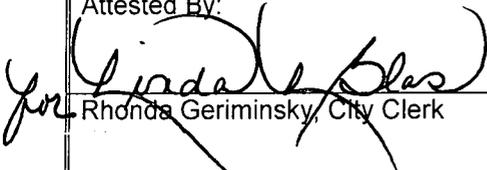
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/15.

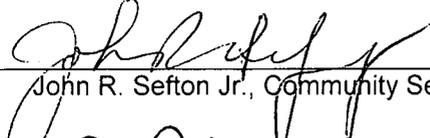
The New Contract Term Is: 8/1/15 to 7/31/16

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

 Signature	<u>5/27/15</u> Date	Troy Ridder, General Manager Typed Name and Title	Barro's Pizza Company Name
8390 W. Cactus Rd. Address	Peoria City	AZ State	85381 Zip Code

Attested By:


Rhonda Geriminsky, City Clerk


Director: John R. Sefton Jr., Community Services Director


Department Rep: Brenda Rehnke, Recreation Manager

CC Number

ACON35212C
Contract Number


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

The above referenced Contract Amendment is hereby Executed
June 11, 2015 at Peoria, Arizona


Dan Zenko, Materials Manager



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CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. Q12-06 Page 1 of 1
Description: Pizza
Amendment No. Two (2) Date: 5/21/14

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/14.

The New Contract Term Is: 8/1/14 to 7/31/15

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


Signature Date

Troy Ridder, General Manager
Typed Name and Title

Barro's Pizza
Company Name

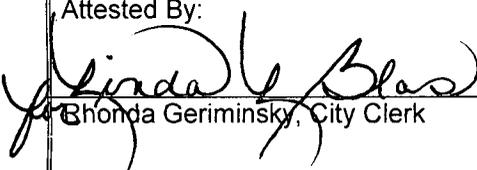
8390 W. Cactus Rd.
Address

Peoria
City

AZ
State

85381
Zip Code

Attested By:


Rhonda Geriminsky, City Clerk


Director: John R. Sefton Jr., Community Services Director


Department Rep: Brenda Rehnke, Recreation Manager

CC Number

ACON35212B
Contract Number


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

The above referenced Contract Amendment is hereby Executed
June 23, 2014, at Peoria, Arizona


Dan Zenko, Materials Manager



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CONTRACT AMENDMENT

Materials Management Procurement
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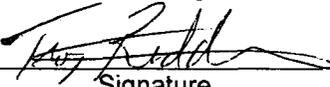
Solicitation No. Q12-06 Page 1 of 1
 Description: Pizza
 Amendment No. One (1) Date: 5/20/13

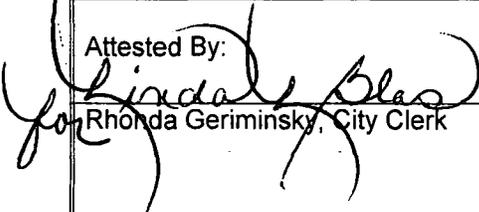
Buyer: Christine Finney

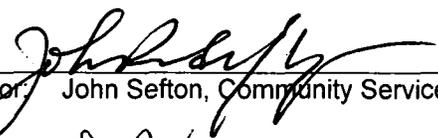
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/13.

The New Contract Term Is: 8/1/13 to 7/31/14

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

 Signature	5/23/13 Date	Troy Ridder, General Manager Typed Name and Title	Barro's Pizza Company Name
8390 W. Cactus Rd. Address	Peoria City	AZ State	85381 Zip Code

Attested By: 
Rhonda Geriminsky, City Clerk


Director John Sefton, Community Services Director


Department Rep: Brenda Rehnke, Recreation Manager

CC Number
 ACON35212A
 Contract Number


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

The above referenced Contract Amendment is hereby Executed
 June 17, 2013, at Peoria, Arizona


Dan Zenko, Materials Management Supervisor



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A CON 35212A



City of Peoria, Arizona
Request for Quotation



Request for Quotation No: Q12-06

Bid Due Date: June 12, 2012

Materials and/or Services: Pizza

Time: 5:00 P.M. AZ Time

Contact: Christine Finney

Location: City of Peoria, Materials Management

Phone: (623) 773-7115

Mailing Address: 9875 N. 85th Ave., 2nd Floor, 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: Peoria, Arizona

Buyer: Christine Finney, 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
Barro's Pizza	8390 W Cactus	Peoria	AZ	85381	623-334 9535 Fax 602 544 3667

Troy Ridder
Signature

Troy Ridder
Typed Name

General Manager
Title

5/23/12
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:

Wanda Nelson
Wanda Nelson, City Clerk
Acting

City of Peoria, Arizona.

Eff. Date: 7/12/12

Jeff Tyne
Approved by: Jeff Tyne, Community Services Director

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

ACON35212
Contract Number

Awarded on July 11 2012

Dan Zenko
Dan Zenko, Materials Management Supervisor





REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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 11246.
 - 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 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.



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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.
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. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the



STANDARD TERMS AND CONDITIONS

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City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to 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 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.



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- 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:
- Waive the non-conformance.
 - Stop the work immediately.
 - 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.



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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.
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.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q12-06

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
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 **Pizza**.
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:** Firm Fixed Price
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 one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **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.
10. **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.
11. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 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.
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. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified



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receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

14. **Shipping Terms:** Prices shall be F.O.B. Point of Origin. The City shall assume control when received by the carrier. Contractor shall ship by the best and least costly way with all freight charges the responsibility of the City.
15. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
16. **Taxes:** Prices offered shall 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.
17. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
18. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
19. **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 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.



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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.

20. **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 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, 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 00010306, 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.

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and 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



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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.

22. **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.
23. **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.
24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
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



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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. **Ordering Process:** Upon award of a contract by the City of Peoria, the City may procure the specific material and/or service awarded through the use of the City's Procurement Credit Card (MasterCard), or by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
27. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
28. **Inventory:** The City of Peoria has an ongoing requirement for the items indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable amount on hand for delivery to the requesting agency. Failure to maintain such a amount may result in cancellation.
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. **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.
31. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department.
32. **Confidential Information:**
- 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.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
33. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft.



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Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

34. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
35. **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.
36. **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.
37. **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;



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- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
- i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.



SPECIFICATIONS

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I. INTENT

The City of Peoria Arizona is soliciting bids for fresh, hot pizza to be delivered to various locations, for dining in or to be picked up within Peoria City limits.

II. BACKGROUND

The City provides a number of programs to the community including but not limited to the following:

- AM/PM Program – The program operates before and after school with approximately 3,000 children and 150 staff in 20 elementary schools.
- Preschool Programs – The program operates nine months with approximately 80 children and 7 staff in 2 locations.
- Summer Recreation – This program operates daily for 8 weeks during the summer for 2,000 children and 120 staff at 12 schools.
- Summer Camp – This summer program operates daily for 11 weeks during the summer and has approximately 1,900 children and 100 staff in 10 schools.
- Aquatics Programs – The City has 3 pools that we operate from spring – summer with 700 swim team members and 90 staff.
- Youth and Adult Sports programs and tournaments operate year around at numerous parks and schools and have approximately 15,000 annual participants and 50 staff.
- Teen programs operate numerous programs throughout the year at schools and parks and have approximately 20,000 annual participants and 100 staff.
- Adaptive Recreation has numerous programs throughout Peoria in schools and city facilities with approximately 6,500 participants and 50 staff.
- The Sports Complex offers numerous programs and special events throughout the year.
- The City has two libraries which offer specialized programs throughout the year.
- The City's Communications and Public Affairs Department holds Special Events throughout the year that are open to the public and may use this contract depending on their specific needs.

Most of the programs listed above provide pizza to large groups of people at one time or another. Some provide pizza on a routine basis as part of their regular program (i.e. childcare programs and youth sports programs). Other programs organize community events and functions where large groups of people will gather (volunteer activities, etc). Since most people enjoy eating pizza and it is cost effective and easy to serve, it is one of the preferred meals to serve.

The estimated annual budget for this contract is approximately \$35,000.00.



SPECIFICATIONS

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III. GENERAL REQUIREMENTS

- A. Vendor shall produce a quality product. Pizza shall be fresh and hot when delivered, served or picked up.
- B. Vendor shall have a current Maricopa County Environmental Health permit with a current inspection Grade B or higher.
- C. Pizza shall be ready to be picked up, served or delivered in a timely manner and all at once (no partial deliveries unless mutually agreed upon with the program who is placing the order). Large orders (60 pizzas or more) shall be called in by 9am on the day that the pizzas are needed.
- D. Vendor shall identify their best prices.
- E. Vendor may offer % discount on other menu items not requested on the Price Sheet (i.e. drinks, wings, subs, etc). If a discount is offered please provide current menu and provide future updated menus to the City throughout the contract. Discounts under this contract are intended for official City use only and not to be given for individual employee personal use.
- F. Vendor shall identify their service (delivery) area. If vendor has multiple chains or locations, identify service area for each location. A map should be provided with outline of service area for ease of choosing vendors based on the desired delivery location.
- G. Each location needs to specify one or all that apply of the following – dine in, pick up, or delivery.
- H. Vendor shall identify their days and hours of operation, indicating any holiday closures.
- I. There shall be no additional charge for delivery.
- J. Gratuity (Tips) shall be a flat rate of 10% on the pre-tax total sale amount up to \$15 on delivery only. Vendor shall calculate the tip as part of the bill at time of order and indicate this amount as a separate line item on the bill. If vendor's delivery driver receives a tip at time of delivery, this shall be considered a double tip and the vendor shall reimburse the City. Reimbursement shall be in the form of either; 1) Vendor Credit Memo or 2) Check made payable to the City of Peoria. Dining in: Tips shall be given (10%) when full waitress/waiter service is provided. Tips shall not be given when dining in is of a self-service nature (i.e. buffet style or serve yourself).
- K. Vendor shall clearly identify (on the Price Sheet) a key person (for each location) who will be responsible to know contract pricing and be the person who all orders will be placed with.
- L. Sponsorship agreements are utilized by some City programs to achieve specific goals. Therefore, certain City programs may occasionally request that vendors under this contract enter into a separate sponsorship agreement (voluntary). If approached for sponsorship, the vendor shall have right of first refusal, leaving the requesting City program the option to approach other vendors (either on or off contract) for such sponsorship.
- M. As additional, local, vendor-owned locations become available (new store openings, etc) they may be added to this contract via mutual written Contract Amendment.



SUBMITTAL REQUIREMENTS

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Fax: (623) 773-7118

I. **RFQ FORMAT:** RFQ responses must be submitted in one (1) original and two (2) copies on the forms and in the format as contained in this Request for Quotations. **DO NOT BIND THE ORIGINAL.** Proposal shall be submitted in the sequence listed below:

- A. Offer/Acceptance of Offer and Contract Award page (Page 1)
- B. Price Sheets (Pages 18 – 19)
- C. Questionnaires:
 - Statement of Vendor's Ability to Meet the Requirements, (Page 20)
 - Service Locations (Page 21)
 - Health Department Scores (Page 22)
 - Exceptions, if any (Page 23)
 - Business License (Page 24)
 - Minority/Woman Owned Business (Page 25)
- D. Signed Solicitation Amendment(s), if applicable.

II. **EVALUATION CRITERIA:**

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

- A. Vendor's Ability to Meet the Requirements
- B. Vendor's Service Locations
- C. Vendor Health Department Grade
- D. Price
- E. Conformance to RFQ

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

III. **RFQ DUE DATE AND CONTACT INFORMATION:**

RFQ Responses are due no later than 5:00 P.M. on June 12, 2012. RFQ Responses shall be submitted in one (1) original and two (2) copies and shall be delivered to:

City of Peoria
Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345

Bids must be submitted in a sealed envelope or package with the solicitation number and the Bidder's name and address clearly indicated on the envelope or package. All questions regarding this RFQ should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail: Christine.Finney@PeoriaAZ.gov

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



PRICE SHEET

Solicitation Number: Q12-06

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

Company Name:

<u>Item</u>	<u>Description</u>	<u>Price</u>
1.	Large Cheese Pizza	
	1 to 5 pizzas – cost per	\$ <u>6.00</u>
	6 to 10 pizzas – cost per	\$ <u>6.00</u>
	11 to 20 pizzas – cost per	\$ <u>6.00</u>
	21 – 50 pizzas – cost per	\$ <u>6.00</u>
	51 or more pizzas – cost per	\$ <u>6.00</u>
2.	Large One-Topping Pizza	
	1 to 5 pizzas – cost per	\$ <u>7.00</u>
	6 to 10 pizzas – cost per	\$ <u>7.00</u>
	11 to 20 pizzas – cost per	\$ <u>7.00</u>
	21 – 50 pizzas – cost per	\$ <u>7.00</u>
	51 or more pizzas – cost per	\$ <u>7.00</u>
3.	Large Supreme (Works) Pizza	
	1 to 5 pizzas – cost per	\$ <u>10.75</u>
	6 to 10 pizzas – cost per	\$ <u>10.75</u>
	11 to 20 pizzas – cost per	\$ <u>10.75</u>
	21 – 50 pizzas – cost per	\$ <u>10.75</u>
	51 or more pizzas – cost per	\$ <u>10.75</u>
4.	Additional Toppings – cost per topping, per pizza	<u>1.25</u>
5.	Size of Large Pizza	<u>14"</u>
6.	Tax Rate	_____ %
7.	Dining in only	
	Tokens or other amenities for children	\$ <u>—</u>



QUESTIONNAIRE

Solicitation Number: Q12-06

**Materials Management
Procurement**
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Phone: (623) 773-7115
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STATEMENT OF VENDOR'S ABILITY TO MEET THE REQUIREMENTS: Vendor shall provide information verifying it has the capability and required experience to meet the requirements as stated in the Specifications of this RFQ (Pages 15 & 16).

We have been contracted with Peoria for the last 5 years. And to my knowledge we have met all requirements of contract.



QUESTIONNAIRE

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 Peoria, Arizona 85345-6560
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Solicitation Number: **Q12-06**

VENDOR SERVICE LOCATIONS: Vendor shall provide information on the locations that are available for service in Peoria. If multiple locations, complete a separate Vendor Information Sheet for each location.

VENDOR INFORMATION

Vendor Name:	Barros Pizza
Address:	8390 W Cactus Rd #106
Phone Number:	623-334-9535
Is this a Franchise?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Comments:
Multiple Locations? (see below)	<input checked="" type="checkbox"/> yes, location ___ of ___ <input type="checkbox"/> no
Check all that Apply:	<input checked="" type="checkbox"/> Dine In <input checked="" type="checkbox"/> Pick-up <input type="checkbox"/> Delivery
Service Coverage Area:	
Service Area Map provided?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Contact Person (for this location):	Troy Ridder General Manager
Contact Phone:	623-334-9535
Contact Email:	83rd @ BarrosPizzaManager.com
Days and Hours of Operation:	7 days 10:30 - 10:00



QUESTIONNAIRE

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Vendor's MCEH Score: Vendor shall have a current Maricopa County Environmental Health permit with a current inspection Grade B or higher.

Attach copy of MCEH permit.

2012

Account Number
31642



Valid until 12/31/2012
unless revoked

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**

Business Address:
8390 W CACTUS RD 106
PEORIA AZ 853815206



BARRO'S PIZZA
35305 N 26TH AVE
PHOENIX AZ 850866652



Tom Johnson
Tom Johnson, Tax and License Supervisor

2012

Account Number
31642



Valid until 12/31/2012
unless revoked

On Sale Restaurant Liquor

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 2

**Post in a Conspicuous Place
Non-Transferable**

Business Address:
8390 W CACTUS RD 106
PEORIA AZ 853815206



BARRO'S PIZZA
35305 N 26TH AVE
PHOENIX AZ 850866652



Tom Johnson
Tom Johnson, Tax and License Supervisor

PERMIT TO OPERATE

Environmental Services Dept.
1001 N Central Ave, Suite 100
Phoenix, AZ 85004



PERMIT NO. FD-07279
EXPIRATION DATE: 07/31/2012
SG47022 : EMS Permit ID

TYPE OF PERMIT: E & D

J WILLIAM JACKSON
BARRO'S PIZZA
8396 W CACTUS RD STE #106-107
PEORIA, AZ 85381

PREMISES:
BARRO'S PIZZA
8390 W CACTUS RD, SUITE 106-107
PEORIA, AZ 85381



Maricopa County
 Environmental Services Department
 Environmental Health Division
 Food Inspection Report

Date: 3-1-12
 Start Time:
 Purpose: Routine Inspection
 Permit ID: FD-07279
 Expires: 2012-07-31

Business Name:	Barro's Pizza	Permit Type:	E&D 10+ Seating
Business Address:	8390 W Cactus Rd 106-107 Suite Peoria, AZ 85381	Classification:	Class 3
Phone Number:	6238699236	Permit Location:	
Owner Name:	J William Jackson	District:	Mary Kinney-Christ
Mailing Address:	8396 W Cactus Rd Ste #106-107 Peoria, AZ 85381	Award:	B
Repeat Violations:	0		
Risk Factors:	1	Good Retail Practices:	0
Food Service Workers:	24	Food Service Worker Cards:	24
Food Manager Licenses:	1	Embargoed:	
		Seating Capacity:	10
		Cards Needed:	0
		Samples Taken:	

Based on this inspection, the items listed below identify violations of the Maricopa County Environmental Health Code Ch. VIII, § 2, Regulation 1(a) and U.S. FDA 2009 Food Code in operations or facilities which must be corrected. The major violations noted (Priority and Priority Foundation) relate directly to the protection of the public from foodborne illness. Those items shall be corrected as soon as possible, or by such time as indicated, in any case no later than 10 days from the date of inspection. All other violations must be corrected prior to the next routine inspection or by such time as specified in writing by this agency. Failure to comply with the time limits for correction may result in legal action against your Food Service operations, including suspension and/or revocation of your operating permit.

Status indicates whether the item was met during the evaluation.
 Key: IN = In Compliance OUI = Not in Compliance N/O = Not Observed N/A = Not Applicable
 Risk factors are improper practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.
 Detailed description of any violation that resulted in failure to meet an evaluated item follows this checklist.

Foodborne Illness Risk Factors

In	01 - Certification by accredited program, compliance with Code, or correct responses	In	15 - Proper disposition of returned, previously served, reconditioned & unsafe food
In	02 - Management Awareness; policy present	In	16 - Proper cooking time & temperatures
In	03 - Proper use of reporting, restriction & exclusion	N/O	17 - Proper reheating procedures for hot holding
In	04 - Proper eating, tasting, drinking, or tobacco use	In	18 - Proper cooling time & temperatures
In	05 - No discharge from eyes, nose, and mouth	In	19 - Proper hot holding temperatures
In	06 - Hands clean & properly washed	In	20 - Proper cold holding temperatures
In	07 - No bare hand contact with RTE foods or approved alternate method properly followed	In	21 - Proper date marking & disposition
In	08 - Adequate hand washing facilities supplied & accessible	N/A	22 - Time as a public health control: procedures & record
In	09 - Food obtained from approved source	N/A	23 - Consumer advisory provided for raw or undercooked foods
N/O	10 - Food received at proper temperature	N/A	24 - Pasteurized foods used; prohibited foods not offered
In	11 - Food in good condition safe, & unadulterated	In	25 - Food additives; approved and properly used
N/A	12 - Required records available; shell stock tags, parasite destruction	N/A	26 - Toxic substances properly identified, stored, and used
In	13 - Food separated & protected	N/A	27 - Compliance with variance, specialized process, & HACCP plan
Out	14 - Food-contact surfaces: cleaned & sanitized	N/A	MRF - Foodborne Illness Risk Factors for Mobile Food Establishments Found in Compliance

Violation: 14 Correct By: Corrected At Time Of Inspection

Food-contact surfaces: cleaned & sanitized
 4-601.11(A), Pf: Equipment, Food-Contact Surfaces, Nonfood-Contact Surfaces, and Utensils; PHF*****Observed dried on food debris on slicer. Manager stated that slicer was last used in the morning. Thoroughly clean and sanitizer slicer after each use.

Comments: No county action will result from this inspection. Inspection bill of rights was provided at the beginning of this visit and signature log was signed by the person in charge. This establishment received a(n) B Grade and had 0 Priority, 1 Priority Foundation and 0 Core violations on this inspection. Supplemental information is being provided with this report on the following items - Employee illness policy, the 5 common foodborne illnesses and MCESD's new award card system.

Inspected By: Received By: Troy Ridder

Mary Kinney-Christ R.S.
 623-939-5788



QUESTIONNAIRE

Solicitation Number: Q12-06

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560

Phone: (623) 773-7115
Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Terms, Conditions or Specifications:

We Have a fixed delivery charge of \$250 per order, which is not flexible. 99% of my business with the city is Pickup.



QUESTIONNAIRE

Solicitation Number: **Q12-06**

**Materials Management
Procurement**

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Peoria, Arizona 85345-6560

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Fax: (623) 773-7118

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at salestax@peoriaAZ.gov.

Attach a copy of City of Peoria business license.



QUESTIONNAIRE

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Solicitation Number: Q12-06

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.