



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No: **P08-0087** Bid Due Date: **June 5, 2008**
 Materials and/or Services: **Brake Drums, Shoes and Related Hardware for Heavy Duty Refuse Trucks** Time: **2:00 P.M. AZ Time**
 Contact: **Lon Dobrosky**
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7458**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the **entire** Invitation for Bid Package.

OFFER

To the City of Peoria:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

Arizona Transaction (Sales) Privilege Tax License Number: 20045226

For clarification of this offer contact:

Name: Mike Eberhardt / Cyril Aspley

Federal Employer Identification Number: 95-4771004

Telephone: 602-258-8851 Fax: 602-278-4292

Fleet Pride
Company Name

Mike Eberhardt
Authorized Signature for Offer

1801 N Black Canyon Hwy.
Address

Mike Eberhardt
Printed Name

Phoenix AZ 85009
City State Zip Code

Branch Manager
Title

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
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Eff. Date: 7/8/08

Approved as to form: Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp, City Attorney

Awarded on 7/9/08

Herman Koebergen, Materials Manager



CC
 CON 3670
 Contract Number
 Official File



INVITATION FOR BID

INSTRUCTIONS TO BIDDER

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

1. PREPARATION OF BID:

- a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid. Telegraphic (facsimile) or mailgram bid withdrawals will not be considered.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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



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6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
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



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any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.



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21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
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.



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32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
37. **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.



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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 automotive parts.
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 sixty (60) 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 Term Indefinite Quantity
6. **Term of Contract:** The term of any resultant contract shall commence on 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. **Bid Opening:** Bids shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the pricing shall be publicly read and recorded in the presence of witnesses. After contract award, the successful bid and the evaluation documentation shall be open for public inspection.
9. **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.
10. **Delivery:** Delivery shall be made daily Monday through Friday and not to exceed 3 days from receipt of our purchase order. Additional daily multiple deliveries may also be required. Weekend hours may be necessary for on call Mechanic Technician to order parts.
11. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
12. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related freight 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.



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13. **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.
14. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
15. **Warranty:** Offer shall provide a warranty/guarantee against defects in materials, workmanship and/or performance for all items/equipment supplied under this contract for a minimum period of 12 months from the date of acceptance by the City. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the City.
16. **Price Adjustment:** The City of Peoria, Materials Management Division will review fully documented requests for price increases after the contract has been in effect for an initial 90 days and during subsequent 90 periods throughout the term of the contract. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly effect the price of the item concerned. The City of Peoria, Materials Management Division will determine whether the requested price increase, or an alternative option, is in the best interest of the City. The contractor shall likewise offer any published price reduction to the City concurrent with its announcement to other customers. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
17. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.



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Fax: (623) 773-7118

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

19. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

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

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.

If required by this Contract the 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 I, "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.



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

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

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

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

21. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

22. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

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

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

c. Other Benefits



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The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

23. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

24. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver 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.

25. **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.

26. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

27. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

- a. A formal announcement from the manufacturer that the product or model has been discontinued.
- b. Documentation from the manufacturer that names the replacement product or model.
- c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.



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28. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
29. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
30. **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.
31. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
32. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.



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38. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

- Cancel any contract;
 - Reserve all rights or claims to damage for breach of any covenants of the contract;
 - Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 - In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - Deduction from an unpaid balance;
 - Collection against the bid and/or performance bond, or;
 - Any combination of the above or any other remedies as provided by law.
39. **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:
- If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

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.

40. **Pricing:** Discounts quoted by bidder as part of the Price Sheet submission shall be applicable during the entire term of the contract, except that in the event of a "sale" to all customers, which may offer a lower cost than normally paid by the City, the City shall be offered the same special "sale" price. All pricing shall include core charges, if core is required. The City will not accept split pricing i.e., part charge and core charge. Cores will be the responsibility of the vendor.



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41. **Material Safety Data Sheets (MSDS)**: If the product is considered a chemical or a possible hazard waste you must include a MSDA with each shipment for each line of applicable product.



PRICE SHEET

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1. INTENT

The City of Peoria is soliciting bids for the supply of commonly used brake drums, shoes and related hardware for refuse truck parts that covers the maintenance needs for the City's vehicle fleet. It is estimated that the City's total annual purchase for the above stated items will be approximately \$50,000.00. Bidders are reminded that this figure is an estimate only and actual requirements may vary. OEM parts and/or non-contracted parts will be purchased on an as needed basis.

2. **General Requirements**

- a. Contractor shall have at least five years of experience in providing brake parts on an on-demand basis to multiple sites.
- b. All supplies provided by the vendor shall conform in strength, quality of material and workmanship to the highest recognized industry standards.
- c. The vendor shall be required to deliver or ship all brake parts and supplies to City of Peoria, Inventory Control located at the Municipal Operation Center (MOC) 8850 N. 79th Avenue, Peoria, AZ 85345.
 - i. Parts the Contractor lists on the Price Sheets contained in this contract shall be delivered within 3 business days from receipt of purchase order.
 - ii. Items contained in the Contractor's catalog of parts that the Contractor currently has available in its inventory, but not listed on the above referenced Price Sheets, shall be delivered within 8 hours after they are requested by City staff, during the hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding recognized City holidays.
 - iii. Shipping, all prices quoted shall be inclusive of all freight and handling charges.

3. **Method of Invoicing**

The invoicing shall be included with each order. Core charges will be included in the price at time of order. The City of Peoria will not handle core credits or products that require cores. Invoice must include the following:

- a. Contract Number;
- b. Items listed individually by descriptions, part number and City of Peoria part number;
- c. Unit price and extended totaled;
- d. Quantity ordered, back ordered and shipped;
- e. Applicable taxes;
- f. Invoice number and date;
- g. Requesting department name and "ship to" address; and
- h. Payment terms.

4. **Materials Receipt**

Delivery or pickup receipt authorized by the "Method of Ordering" must include the following:

- a. City purchase order number
- b. Items listed individually by descriptions and part number
- c. Items unit price, extended and receipt totaled including taxes
- d. Where discounts are applicable, unit prices are to be the contract list price and applicable discount percentage shown.
- e. Quantity delivered.
- f. A City of Peoria employee signature, dated, and department name on each page if a multiple page receipt. Pages must be numbered.
- g. Receipt identification number and company name



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h. Legible copy issued to City employees (Inventory Control)

5. Obsolete or Slow Moving Parts Return

- a. The Inventory Control Department shall be allowed to return the same brand of parts purchased from the contracting vendor.
- b. Returns shall be made a minimum of two times during the contract period.
- c. The parts will be in original boxes and in re-saleable condition.
- d. The contracting vendor shall allow Inventory Control Department to return parts at full contract price for a period of one year after contract expires, as long as the parts are in the original boxes and are in good re-saleable condition.
- e. The vendor shall issue a credit in the form of a check made payable to the City of Peoria for the total of all parts returned.

6. Parts Exchange

Contractor expressly agrees to exchange parts and supplies at current City prices with no re-stocking fee. Parts to be exchanged will be those parts that are purchased and returned due to wrong information from technician or vendor.

Contractor expressly agrees to exchange any parts in the City inventory that becomes obsolete to the City. Contractor shall resume responsibility for obsolescence and warranty. Exchange will be at current City prices. Exchange will be upon request by the City.

Contractor shall issue separate credit memo for all returned parts. The City shall not be obligated to accept exchange parts as credit in full at time of return.

Contractor shall establish and maintain sufficient local parts inventory to adequately support the City's fleet of vehicles and equipment.

The parts lines listed below are considered commonly used:

<u>Item No.</u>	<u>Description</u>	<u>Acceptable Manufacturers</u>
1.	Heavy duty bonded brake linings, drums, related hardware. Service may include supply of brake drum, studs, hardware, bearings and/or seals to complete job. All shoes must be non-asbestos if available.	Raybestos, Abex, Carlisle, Bendix, Wagner, Rockwell or equal

7. Point of Contact

Any questions regarding this IFB should be directed to Lon Dobrosky, Procurement Specialist at:

8850 North 79th Avenue
Peoria, Arizona 85345-6560
Or
Phone: (623) 773-7458
Or
E-mail: Lon.Dobrosky@Peoriaaz.gov



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Brake Drums

These unit prices shall be based on the catalog/price list discount percentage.
These will be used for price comparison only. All categories listed in this solicitation shall be covered by the catalog or price sheet. Categories include Brake Drums, Brake Shoes and Related hardware for heavy duty refuse trucks.

NOTE: If applicable, delivery charges shall be included in all unit pricing.

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
2213	Rear Brake Drum, REAR #66827B Applic. Various Volvo/Autocar Chassis/ Heil Refuse Truck Body Manufacturer: Part #:	EA	46	\$ 189.30	\$ 9707.80
2656	Brake Drum, Front # 66826B Applic. Various Volvo/Autocar Chassis/ Heil Refuse Truck Body Manufacturer: Part #:	EA	20	\$ 154.41	\$ 3088.15
2748	Front Brake Drum # 001V/GUN3687X Applic. 2007 Strlg Condor Chassis / Wayne Refuse Body. Manufacturer: Part #:	EA	32	\$ 137.67	\$ 4405.44
2808	Rear Brake Drum # 001V/GUN3600AX Applic. 2007 Strlg Condor chassis / Wayne Refuse Body. Manufacturer: Part #: OTR 1601	EA	16	\$ 85.84	\$ 1373.44
N/A	Rear Brake Drum, REAR #66854B Applic. Various Volvo/Autocar Chassis/ Heil Refuse Truck Body Manufacturer: Part #:	EA	16	\$ 151.84	\$ 2429.44
	Subtotal:			719.06	20,004.27
	Tax Rate <u>8.1</u> % Taxes:			\$ 58.24	\$ 1620.35
	Group 1 Total:				\$ 21624.62



PRICE SHEET

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Brake Shoes

These unit prices shall be based on the catalog/price list discount percentage.
These will be used for price comparison only. All categories listed in this solicitation shall be covered by the catalog or price sheet. Categories include Brake Drums, Brake Shoes and Related hardware for heavy duty refuse trucks.

NOTE: If applicable, delivery charges shall be included in all unit pricing.

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
2211	Brake Shoe only, Rear, Remanufactured, Cold Bonded and Riveted, Abex 685 # EX4726E 2 Applic. Various Volvo/Autocar Chassis/ Heil Refuse Truck Body Manufacturer: Part #:	EA	130	\$ <u>37.23</u>	\$ <u>4839.90</u>
2637	Brake Shoe only, Front, Remanufactured, Cold Bonded and Riveted, Abex 685 # EX4709E2 Applic. Various Volvo/Autocar Chassis/ Heil Refuse Truck Body Manufacturer: Part #:	EA	40	\$ <u>21.99</u>	\$ <u>879.60</u>
2750	Brake Shoe only, Front, Remanufactured Cold Bonded and Riveted, Abex 685 # EX4715Q Applic. 2007 Strlg Condor Chassis / Wayne Refuse Body. Manufacturer: Part #:	EA	32	\$ <u>26.37</u>	\$ <u>843.84</u>
2751	Brake Shoe only, Rear, Remanufactured, Cold Bonded and Riveted, Abex 685 # EXP 4707Q, Applic. 2007 Strlg Condor Chassis / Wayne Refuse Body. Manufacturer: Part #:	EA	64	\$ <u>21.41</u>	\$ <u>1370.24</u>
	Subtotal:			107.00	7933.58
	Tax Rate <u>8.1</u> % Taxes:			\$ <u>8.67</u>	\$ <u>642.62</u>
	Group 2 Total:				\$ <u>8576.20</u>



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Brake Hardware Kit

These unit prices shall be based on the catalog/price list discount percentage. These will be used for price comparison only. All categories listed in this solicitation shall be covered by the catalog or price sheet. Categories include Brake Drums, Brake Shoes and Related hardware for heavy duty refuse trucks.

NOTE: If applicable, delivery charges shall be included in all unit pricing.

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
2212	Brake Hardware Kit, Rear # FP-10244 Applic. Various Volvo/Autocar Chassis/ Heil Refuse Truck Body Manufacturer: Part #: <i>10244 P</i>	EA	70	\$ <u>4.74</u>	\$ <u>331.80</u>
2636	Brake Hardware Kit, Front # FP10760P Applic. Various Volvo/Autocar Chassis/ Heil Refuse Truck Body Manufacturer: Part #: <i>10760 P</i>	EA	18	\$ <u>5.25</u>	\$ <u>94.50</u>
2749	Rear Brake Hardware Kit # OTR4515QHD Applic. 2007 Strlg Condor Chassis / Wayne Refuse Body. Manufacturer: Part #:	EA	32	\$ <u>7.38</u>	\$ <u>236.16</u>
2813	Front Brake Hardware Kit # 9644P Applic. 2007 Strlg Condor Chassis / Wayne Refuse Body. Manufacturer: Part #:	EA	16	\$ <u>8.39</u>	\$ <u>134.24</u>
	Subtotal:			<u>25.76</u>	<u>796.70</u>
	Tax Rate <u>8.1</u> % Taxes:			\$ <u>2.09</u>	\$ <u>64.53</u>
	Group 3 Total:				\$ <u>861.23</u>

Group 1 Total: \$ 21624.62

Group 2 Total: \$ 8576.20

Group 3 Total: \$ 861.23

Grand Total: \$ 31,062.05

The City anticipates awarding by group or grand total, whichever is most advantageous to the City.



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Catalog Pricing

In addition to prices bid for the items identified on the Price Sheets, **the bidder shall provide a statement of applicable discounts, if any, off of catalog pricing for all other brake parts not listed on the Price Sheets.** Catalog pricing and the items that are also listed on the Price Sheets shall be the same.

All pricing shall include core charges, if cores are required. The City will not accept split pricing i.e., part charge and core charge. Core collection will be the responsibility of the vendor.

Updates on referenced catalogs must be provided at no cost to the City when pricing changes.

Shipping

Method, shipping and handling charges for catalog and non-catalog orders will be agreed upon at time of order placement.



QUALIFICATIONS QUESTIONNAIRE

Materials Management Procurement

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Instructions: Complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of your proposal as unresponsive.

1. The Offeror is (check appropriate box):

Individual Corporation - For Profit Limited Liability Corporation
Partnership Corporation - Not For Profit Government Entity

2. Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to your business activities? No Yes. If YES, please attach an explanation.

3. Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? No Yes. IF YES, please attach an explanation.

4. Does the Offeror have sufficient funds to meet obligations on time under the Contract while awaiting payment from the City? No Yes. If NO, please attach an explanation.

5. Have you or has your organization ever had any licenses denied, revoked or suspended or provisionally issued within the past five years? No Yes. If YES, please attach an explanation.

6. Have you or has your organization terminated any contracts, had any contracts terminated, had any liquidated damages assessed or been involved in contract lawsuits? No Yes. If YES, please attach an explanation.

7. Has your organization ever gone through bankruptcy? No Yes. If YES, When? Include the State, District and case number.

8. Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? No Yes. If yes, please provide details and documentation of the certification.

9. Provide a copy of your Business License.



QUALIFICATIONS QUESTIONNAIRE

Materials Management Procurement

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

Solicitation Number: P08-0087

Please list a minimum of three (3) references from contracts of similar size and scope whom the Materials Management Division may contact:

WE

1. Company: Gilbert Public Schools
Contact: Suzanne Williams Phone: 480-497-3381
Address: 140 S. Gilbert Road Gilbert AZ 85296
Contract Name: Commodity Bid 08-040
Description: equipment, furniture, and supplies
Contract Value:

2. Company: Paradise Valley Unified School Dist No. 69
Contact: King Ardizzone Phone: 602-867-5172
Address: 15002 N. 32nd Street Phoenix AZ 85032
Contract Name: Bid 08-002 filters for Transportation
Description: filters for equipment
Contract Value: \$13,728,36

3. Company: Chandler Unified School Dist NO. 80
Contact: Jean Borchert Phone: 480-812-7627
Address: 1525 West Frye Road Chandler AZ 85224
Contract Name: IFB-22-05 Transportation Repairs
Description: Vehicle Repairs
Contract Value: \$50,000



**QUALIFICATIONS
QUESTIONNAIRE**

**Materials Management
Procurement**

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

Solicitation Number: P08-0087

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

The license at the bottom of the page must be displayed to the public as stated below.

Por favor coloque su licencia de negocio en un lugar visible para el público.

Tax returns must be filed for every period the business is active even if there are no gross revenues.

If your business closes, the City must be contacted to cancel the license.

SEE REVERSE SIDE FOR IMPORTANT TAX INFORMATION

Atrás de esta pagina encontrara información importante acerca de Impuestos.

Mailing Address:

04011679
FLEETPRIDE INC
PO BOX 9156
CORPUS CHRISTI, TX 78469-9156

DON'T THROW AWAY
Your new City of
Phoenix privilege
(sales) tax license is
at the bottom of the
page.

Services available from the PLT Licensing Section:

- * Applying for a new privilege (sales) tax license for a new location

These services must be requested by a responsible party who is listed on the City records for the business.

- * Canceling your license - with an effective date for the cancellation and reason
- * Changing your business name, business address, mailing address or business reporting class

All of the above services are available from our webpage or through the other contacts listed below.

To Contact the PLT Licensing Section

webpage: <http://phoenix.gov/plt/>
email address: plt@phoenix.gov
Telephone: 602-262-6785, Press 4,1
Fax number: 602-262-7151
TTY: 602-534-5500

Mailing and physical address:
City of Phoenix
Tax Division
251 W Washington St, 3rd Floor
Phoenix, AZ 85003-2245

For assistance with filing tax returns or for questions on credits or outstanding balances, contact Tax Accounting at:

Telephone: 602-262-6785, Press 6 **Fax:** 602-262-7151 **TTY:** 602-534-5500

Finance Department
Tax Division



LICENSE NO. 04011679
USE THIS LICENSE NO. ON ALL CORRESPONDENCE
Business Class(es): 22

City of Phoenix
PRIVILEGE (Sales) TAX LICENSE

The business or firm listed is hereby licensed to conduct business at the following location upon the condition tax returns are filed and taxes remitted to the City of Phoenix as required under the provisions of Chapter 14 of the City Code.

Business name/address
FLEETPRIDE INC
8708 TECHNOLOGY FOREST PL #125
SPRING, TX 77381-1182

This license is valid for the calendar year:

2008

The privilege license shall be nontransferable between owners, and shall be on display to the public in the licensee's place of business.
The issuance of this license shall in no way be construed as permission to operate in violation of any other law or regulation.

MAKSI

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-001218877-22

PRODUCER MARSH USA, INC. 600 RENAISSANCE CENTER, SUITE 2100 DETROIT, MI 48243 Attn: RAFFLES Fax (313) 393-6950	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.
26067 -00066-PROP-08-09 P	COMPANIES AFFORDING COVERAGE
INSURED FLEETPRIDE, INC. 8708 TECHNOLOGY FOREST PLACE SUITE 125 THE WOODLANDS, TX 77381	COMPANY A AMERICAN ZURICH INSURANCE COMPANY
	COMPANY B NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA
	COMPANY C ZURICH AMERICAN INSURANCE COMPANY
	COMPANY D ILLINOIS NATIONAL INSURANCE COMPANY

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	GENERAL LIABILITY	GLO6510883	04/01/08	04/01/09	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 500,000
					MED EXP (Any one person) \$ 10,000
C	AUTOMOBILE LIABILITY	BAP6510882 BAP3486839 (WV ONLY)	04/01/08 04/01/08	04/01/09 04/01/09	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
<input checked="" type="checkbox"/> GARAGEKEEPERS:					
	\$1 MM ALL LOCATIONS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
D	EXCESS LIABILITY	"SEE ATTACHED PAGE"	04/01/08	04/01/09	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 25,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC6510881	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
B	PROPERTY	0818749	01/01/08	01/01/09	REAL AND PERSONAL PROPERTY 150,000,000
					DEDUCTIBLE 50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RPF INVESTMENTS, INC. AND M & I MARSHALL & ILSLEY BANK ARE NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY ONLY BUT ONLY AS RESPECTS LIABILITY ARISING FROM THE OPERATIONS OF THE INSURED. WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA, WV, AND WY), PUERTO RICO OR THE VIRGIN ISLANDS. RE: 1801 N. BLACK CANYON HIGHWAY, PHOENIX, ARIZONA 85009

CERTIFICATE HOLDER	CANCELLATION
RPF INVESTMENTS, INC. AN ARIZONA CORPORATION 1801 N. BLACK CANYON HIGHWAY PHOENIX, AZ 85009	SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.
	AUTHORIZED REPRESENTATIVE Marsh USA Inc. BY: John C Hurley
	MM1(3/02) VALID AS OF: 03/31/08

ADDITIONAL INFORMATION

CHI-001218877-22

03/31/08

PRODUCER MARSH USA, INC. 600 RENAISSANCE CENTER, SUITE 2100 DETROIT, MI 48243 Attn: RAFFLES Fax (313) 393-6950	COMPANIES AFFORDING COVERAGE	
	COMPANY	E N/A
26067 -00066-PROP-08-09 P	COMPANY	F
INSURED FLEETPRIDE, INC. 8708 TECHNOLOGY FOREST PLACE SUITE 125 THE WOODLANDS, TX 77381	COMPANY	G
	COMPANY	H

TEXT

TYPE OF COVERAGE:

EXCESS AUTO - COMBINED SINGLE LIMIT = \$1,000,000

- (1) CARRIER: DISCOVER PROPERTY & CASUALTY INS. CO.
POLICY NO.: 238Y00459 - All other states
- (2) CARRIER: DISCOVER SPECIALTY INS. CO.
POLICY NO: 238Y00460 - TX Only

CERTIFICATE HOLDER

RPF INVESTMENTS, INC.
 AN ARIZONA CORPORATION
 1801 N. BLACK CANYON HIGHWAY
 PHOENIX, AZ 85009

Marsh USA Inc.
 John C Hurley





CONTRACT AMENDMENT

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

Solicitation No: P08-0087 Page 1 of 2
Description: Brake Drums, Shoes and Related Hardware for
Heavy Duty Refuse Trucks
Amendment No: One (1) Date: April 16, 2009

Buyer: Lon Dobrosky

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 07/08/09 to 07/07/10.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
 - 3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

	4-23-09	Mike Eberhardt	Fleet Pride
Signature	Date	Typed Name and Title	Company Name
1801 N. Black Canyon Hwy.	Phoenix	AZ	85009
Address	City	State	Zip Code

Attested by:

 Mary Jo Kief, City Clerk

Requested by:

 Recommended by:

Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
 May 15, 2009, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

 CC Number

 ACON36708A
 Contract Number:

 Official File

(Rev 02/01/08)

CANNED



CONTRACT AMENDMENT

Solicitation No: P08-0087 Page 2 of 2
Description: Brake Drums, Shoes and Related Hardware for Heavy Duty Refuse Trucks
Amendment No: One (1) Date: April 16, 2009

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

Buyer: Lon Dobrosky

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

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

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

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

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

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

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

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

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



CONTRACT AMENDMENT

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

Solicitation No: P08-0087 Page 1 of 1 Description: Brake Drums, Shoes and Related Hardware for Heavy Duty Refuse Trucks Amendment No: Two (2) Date: 3/29/2010

Buyer: Lon Dobrosky

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 07/07/10.

The New Contract Term Is:

Contract Term: 07/08/10 to 07/07/11

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

Signature of Mike Eberhardt

Date: 4-6-10

Mike Eberhardt Typed Name and Title

Fleet Pride Company Name

1801 N. Black Canyon Hwy. Address

Phoenix City

AZ State

85009 Zip Code

Attested by:

Signature of Mary Jo Waddell

Mary Jo Waddell, City Clerk



City Seal

(Rev 02/11/10)

CC Number

ACON36708B

Contract Number:

Official File

Signature of Christa Jung

Requested by:

Signature of Ellen Van Riper

Recommended by: Lon Dobrosky Ellen Van Riper, Assistant City Attorney

Signature of Stephen M. Kemp

Approved as to Form Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed April 13, 2010, at Peoria, Arizona.

Signature of Herman F. Koebergen

Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT Change Order

Materials Management Procurement

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

Solicitation No. P08-0087 Page 1 of 2
Description: Brake Drums, Shoes and Related
Hardware for Heavy Duty Refuse Trucks
Amendment No. Three (3) Date: 3/24/2011

Buyer: Lon Dobrosky

Project No.: n/a Agreement Date: 7/8/2008
Project Description: Brake Drums, Shoes and Related Hardware for Heavy Duty Refuse Trucks Completion Date: 7/7/2011
Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions Phased Award

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$31,062.10
Total of previous change orders:	\$0.00
Original contract price plus previous change order(s):	\$31,062.10
The contract price due to this change order will be increased by:	\$2,032.70
The new contract price including this change order will be:	\$33,094.80

Contract Time Change:

The contract time will be increased by n/a days.
The new date for completion of all work will be: n/a

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

Mike Eberhardt
Signature

4-7-11
Date

Mike Eberhardt
Typed Name and Title

FleetPride
Company Name

1801 N. Black Canyon Hwy.
Address

Phoenix
City

AZ
State

85009
Zip Code

Wanda Nelson

Attested By: Wanda Nelson, City Clerk

Bone

Director: Brent Mattingly, Finance Director

Lon Dobrosky

Requestor: Lon Dobrosky, Buyer I

Ellen Van Riper, Assistant City Attorney

Ellen Van Riper

Approved as to Form: Stephen M. Kemp, City Attorney
The above referenced Contract Amendment is hereby Executed

Stephen M. Kemp 2011 at Peoria, Arizona

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



City Seal

Copyright 2003 City of Peoria, Arizona

Official File

A CON 36708C



**CONTRACT AMENDMENT
Change Order
Summary Sheet**

Solicitation No. P08-0087 Page 2 of 2
Description: Brake Drums, Shoes and Related
Hardware for HeavyDuty Refuse Trucks
Amendment No. Three (3) Date: March 24, 2011

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

Prepared By: Lon Dobrosky, Buyer 1

Project Description: Brake Drums, Shoes and Related
Hardware for HeavyDuty Refuse Trucks

Intent: This form is to be utilized to summarize the key changes on the attached change order(s). Please use common description to condense the essential or main points of the changes(s) and the dollars associated with each of those changes.

1. In accordance with the contract price adjustment clause, supporting documentation has been provided showing the vendor has received a price increase from their supplier. Therefore, the contract prices are hereby adjusted as follows, effective **April 1, 2011**:

- Brake Drum part # 2656, (66826B) Increased to \$ 176.47 from \$ 154.41
- Brake Drum part # 2213, (66827B) Increased to \$ 216.35 from \$ 189.30
- Brake Drum part # 2913, (66854B) Increased to \$ 173.54 from \$ 151.84

2. In accordance with Special Terms and Conditions, **Contract Extension**, the above reference contract shall expire on 7/07/11. **EXTENSION THREE**

The New Contract Term Is:

Contract Term: 07/08/11 to 07/07/12

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

Nothing Further



Webb Wheel Products, Inc. 2310 Industrial Drive S.W. Cullman, Alabama 35055

Aftermarket Business Unit

January 14, 2011

RE: February 1st 2011 Aftermarket Pricing

Dear Webb Aftermarket Customers,

Webb Wheel Products closely monitors our variables each month and over the past six months have faced a continuing series of aggressive price increases. The combination of market conditions, freight, fuel, and base material increases requires us to process a 12.5% price increase over our entire product line effective on all orders beginning February 1st, 2011. The 5% truckload discount will remain in effect on qualifying products as is.

We will continue to pursue all available cost reductions and efficiencies in order to maintain our long-term competitive position. We appreciate your business and we remain dedicated to providing you unparalleled service and products.

Please feel free to contact us if you have any questions.

A handwritten signature in black ink, appearing to read "Todd", with a horizontal line underneath it.

Todd D. Manson
Vice President, Sales
Webb Wheel Products, Inc.
Aftermarket Business Unit



CONTRACT AMENDMENT Change Order

Materials Management Procurement

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

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

Buyer: Lon Dobrosky

Solicitation No. P08-0087 Page 1 of 2

Description: Brake Drums, Shoes and Related Hardware
for Heavy Duty Refuse Trucks.

Amendment No. 4 Date: 8/10/2011

Project No.: NA Agreement Date: 7/8/2008

Project Description: Brake Drums, Shoes and Related Hardware for Heavy Duty Refuse Trucks. Completion Date: 7/7/2012

Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions Phased Award

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$31,062.10
Total of previous change orders:	\$2,032.70
Original contract price plus previous change order(s):	\$33,094.80
The contract price due to this change order will be increased/decreased by:	\$1,319.02
The new contract price including this change order will be:	\$34,413.82

Contract Time Change:

The contract time will be increased by N/A days.

The new date for completion of all work will be: N/A

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

Mike Eberhardt 8-24-11
Signature Date Mike Eberhardt FleetPride
Typed Name and Title Company Name

1801 N. Black Canyon Hwy. Phoenix AZ 85009
Address City State Zip Code

Attested By: *Wanda Nelson*

Wanda Nelson, City Clerk

Brent Mattingly
Director: Brent Mattingly, Finance Director

Lon Dobrosky
Requestor: Lon Dobrosky, Buyer I



CC Number

ACON36708D
Contract Number

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney
The above referenced Contract Amendment is hereby Executed
August 31, 2011 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Management Supervisor

City Seal

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(Rev 01/05/09)

Official File

A CON 36708D



CONTRACT AMENDMENT

Change Order Summary Sheet

Solicitation No. P08-0087 Page 2 of 2
Description: Brake Drums, Shoes and Related Hardware for Heavy Duty Refuse Trucks
Amendment No. 4 Date: 8/10/2011

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

Prepared By: Lon Dobrosky, Buyer I

Project Description: Brake Drums, Shoes and Related Hardware for Heavy Duty Refuse Trucks.

Intent: This form is to be utilized to summarize the key changes on the attached change order(s). Please use common description to condense the essential or main points of the changes(s) and the dollars associated with each of those changes.

1. In accordance with the contract price adjustment clause, supporting documentation has been provided showing the vendor has received a price increase from their supplier. Therefore, the contract prices are hereby adjusted as follows, effective **August 10, 2011**:

- Brake Drum part # 2656, (66826B) Increased to \$ 187.73 from \$ 176.47
- Brake Drum part # 2213, (66827B) Increased to \$ 230.16 from \$ 216.35
- Brake Drum part # 2913, (66854B) Increased to \$ 184.62 from \$ 173.54
- Brake Drum part # 2748, (3687X) Increased to \$ 146.46 from \$ 137.67



June 1,2011

City of Peoria
Purchasing Division
Attn: Lon Dobrosky
8314 West Cinnabar Street
Peoria AZ 85345

Re: Contract Agreement no P08-0087

Dear Lon:

As required under the above contract, we are submitting to you the following revised prices. Please accept this letter as notification of our price adjustments.

We have enclosed a copy of vendors actual price increase notice.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Eberhardt". The signature is written in a cursive style.

Mike Eberhardt
Branch Manager

Encl.

66826B current \$176.47 plus 6% **\$187.73.**

66827B current \$216.35 plus 6% **\$230.16.**

66854B current \$173.54 plus 6% **\$184.62.**

3687X current \$137.67 plus 6% **\$146.46.**



Webb Wheel Products Inc. • Aftermarket Business Unit • 2310 Industrial Drive SW • Cullman, Alabama 35055

June 14, 2011

Attn: Aftermarket Customers

Subject: 2011 Aftermarket Pricing

Significant increases in our cost and capacity concerns are continuing into the summer months, but fortunately, at a slightly slower pace than those experienced earlier this year. While we mitigated the lower raw material increases which impacted spring pricing, the latest round of increases are forcing another price adjustment. This market wide increase of 6% will be effective with orders received on or after July 1, 2011.

You can be assured that we will continue to pursue any and all available cost reductions and efficiencies in order to maintain the competitive position that is important to both your business and ours. As we communicated in the past, we are committed to notify you monthly of pricing at least two weeks prior to such a change. We appreciate your business and remain dedicated to providing you unparalleled service and products.

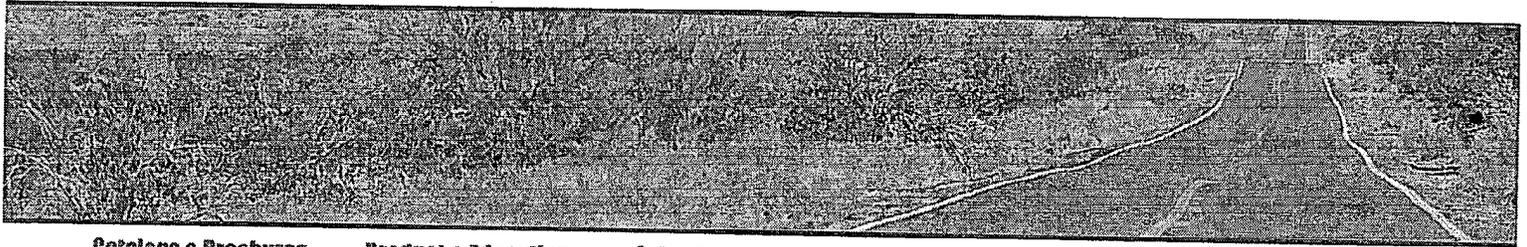
Sincerely,

A handwritten signature in black ink, appearing to read "Todd Manson". The signature is written in a cursive, flowing style and is located below the "Sincerely," text.

Todd Manson
Vice President, Sales and Marketing
Webb Wheel Products, Inc.
Aftermarket Business Unit

Gunite – Product Bulletin

July 1, 2011



Catalogs & Brochures

Product & Education

Sales Promotion

Pricing

Technical & Trouble Shooting

Other

NO: GUN6.0032

IMPORTANT

Gunite Price Adjustment Effective August 1, 2011

As a valued customer of Accuride Corporation, together we have faced many adverse industry dynamics, including the recent rise in freight rates and fuel surcharges. Consequently, we must implement a price adjustment. Gunite cast brake drums and Value Plus brake drums will increase six percent. The balance of the Gunite offering will remain as is; price files are attached. These price increases are effective with shipments on or after August 1, 2011. It is important to note that our trailer load program from Rockford will remain at a five percent discount.

As an additional reminder, we price our products at the time of shipment based upon a two week lead-time to ensure that prices to our customers are based on current market conditions. As such, the last day for orders to be accepted at current pricing is Friday, July 15, 2011, at 4:30 pm Central time.

Because of this adjustment, we reserve the right to review and decline any large, out of the ordinary orders that may signify a pre-buy. Allowable orders during the period will be one month's average usage based upon the customer's average monthly purchases over the three month period of March through May 2011.

You can be assured that we will continue to pursue any and all available cost reductions and efficiencies in order to maintain the competitive position that is important to both your business and ours. We appreciate your business and remain dedicated to providing you unparalleled service and products.

We truly value your business partnership and look forward to continuing our work with you in 2011. If you have any questions, please contact your Accuride sales representative.





CONTRACT AMENDMENT

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

Solicitation No: P08-0087 Page 1 of 1
Description: Brake Drums, Shoes and Related Hardware for
Heavy Duty Refuse Trucks
Amendment No: Five (5) Date: 4/16/2012

Buyer: Lon Dobrosky

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 07/07/12. EXTENSION FOUR (4)

LAST YEAR OF CONTRACT

The New Contract Term Is:

Contract Term: 07/08/12 to 07/07/13

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

M. Eberhardt
Signature

4-27-12
Date

Mike Eberhardt
Typed Name and Title

Fleet Pride
Company Name

1801 N. Black Canyon Hwy.
Address

Phoenix
City

AZ
State

85009
Zip Code

Attested by:

Khonda Seriminsky
Mary Jo Weddel, City Clerk

Brent Mattingly
Director: Brent Mattingly, Finance Director

Lon Dobrosky
Dept Rep: Lon Dobrosky, Buyer I

CC Number

ACON36708e

Contract Number:

Official File

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

The above referenced Contract Amendment is hereby Executed

May 8, 2012, at Peoria, Arizona.

Dan Zenko
Dan Zenko, Materials Management Supervisor

SCANNED

A CON 36708E



City Seal

(Rev 02/11/10)