City of Peoria, Arizona
Notice of Invitation for Bid

Invitation for Bid No: **P07-0018**

Bid Due Date: **September 19, 2006**

Materials and/or Services: **Auto Parts**

Time: 2:00 P.M. MST

Contact: **Dan Zenko**

Location: City of Peoria, Materials Management

Phone: (623) 773-7115

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: 07-18179Z

Federal Employer Identification Number: [redacted]

The Lighthouse, INC.
Company Name

1502 N. 29th ave
Address

Phoenix AZ 85009
City State Zip Code

For clarification of this offer contact:

Name: Melanie Serpa

Telephone: 602-272-8077 Fax: 602-272-8061

Melanie Serpa
Authorized Signature for Offer

Melanie Serpa
Printed Name

Co-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, City Clerk

CC

A CON 44006
Contract Number

Official File

City of Peoria, Arizona. Eff. Date Oct. 30, 2006

Approved as to form:
William L. Emerson, Assistant City Attorney
Stephen M. Kemp, City Attorney

Awarded on October 19 2006

Herman Koebergen, Materials Manager

COP 203ITB (7/97)HFK

P07-0018

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2006

PRODUCER (310)832-5311 FAX (310)832-8024
Insurance Center Associates
Harbor Insurance Agency
1622 S. Gaffey * PO Box 671
San Pedro, CA 90733-0671

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED The Truck Lighthouse
DBA: The Lighthouse, Inc.
and Sam M. Sumich, Inc.
425 W. 10th Street
San Pedro, CA 90731

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Safeco American States Insurance	Company
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	01-CE-880267-7	01/01/2006	01/01/2007	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 200,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Automobile Accessories Distributor
Certificate holder is named as additional insured/vendor with liability limited to claims arising out of insured's operations only, with no assumption of liabilities to others.
*10-Day Notice for Non Payment
See policy for terms and conditions.

CERTIFICATE HOLDER

City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brigette Porter/BRIGIT

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P07-0018, Auto Parts
Award is by group

Award Summary

Lawson Auto Supply Inc		CSK Auto, Inc		Lighthouse Inc.	
Group Awarded		**Group Awarded**		**Group Awarded**	
Axel Seals	$2,485.13	Chemicals	$3,635.08	Breakers	$68.32
Batteries	$13,286.39	Spark Plugs	$375.25	Beams & Lenses	$1,461.86
Belts	$2,387.99			Mirrors	$111.32
Brakes and Rotors	$18,518.08			Switches	$561.47
Filters	$41,926.50			Wipers	$2,949.05
Hardware	$4,753.81				
Total Value	**$83,357.90**	**Total Value**	**$4,010.33**	**Total Value**	**$5,152.02**

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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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

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

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

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

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

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or

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

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

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

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

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P07-0018**

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Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for 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 Format:** Bids shall be submitted in one (1) original and two (2) copies on the forms and in the format as contained in the Invitation for Bids. Bids shall be on 8 1/2" & 11" paper with the text on one side only. Bids shall be contained in loose-leaf binders, with section tabs and/or sections separated. Bids should not be spiral bound or held together with rubber bands or binder clips. The original copy of the bid should be clearly labeled "ORIGINAL. Bids shall be submitted to the location identified on the cover page of this solicitation, in a sealed envelope or container that clearly identifies its contents as an Offer, the Offeror's name and the solicitation number to which it responds. The bid shall be submitted in the sequence listed below:

   A. Offer/Acceptance of Offer and Contract Award page;

   B. Verification of General Requirements;

   C. Qualifications Questionnaires;

   D. Verification as Manufacturer's Representative;

   E. Price Sheets;

   F. Comprehensive Credit Report (from Experian);

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G. Proposed Subcontracts, if applicable; and

H. Signed Solicitation Amendment(s), if applicable.

9. **Instructions for Providing the Information Requested** The Instructions to Offerors and Standard Terms and Conditions should be reviewed and understood before preparing a response. Offerors should carefully review the insurance requirements in the Special Terms and Conditions to ensure they can comply.

A. Offer/Acceptance of Offer and Contract Award page (Offer) - The Offeror shall submit one (1) signed original of the Offer page. The Offer is the first page of the solicitation. If the Offeror's bid is accepted, the bottom half shall be completed by an authorized representative of the City.

B. The Offeror shall provide information verifying it meets the General Requirements as stated in the Specifications of this Bid.

C. Offeror shall complete the Qualifications Questionnaires on pages 60 through 62.

D. Manufacturer's Representative - Offerors who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

E. Price Sheet - The Offeror shall complete the Price Sheets by indicating the Unit Price and Extended Price for each item listed. 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 automotive 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. Cores will be the responsibility of the vendor.

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

F. Offeror shall provide a comprehensive credit report from Experian. No other documentation is acceptable. To obtain the Experian business credit report/profile, the offeror may call 1-888-211-0728. The business credit report can not be obtained on-line. What is available at the Experian website is the "snapshot" credit report, which is not acceptable. The credit report can take from 7 to 10 days to receive.

G. If the Offeror intends to subcontract for any services, the Offeror shall provide copies of existing contracts or sample contracts it will use. The Offeror shall provide justification for why these subcontractors will be used and a description of the selection process.

10. **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.

11. **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.

12. **Delivery:** Delivery shall be made daily Monday through Friday. Daily multiple deliveries any be required. Weekend hours may be necessary for on call Mechanic Technician to order parts.

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13. **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.

14. **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 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.

15. **Non-exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

16. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.

17. **Warranty:** 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.

18. **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 365 days. 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.

19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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

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

20. **Required Insurance Coverage**:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 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 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

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

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

23. **Independent Contractor:**

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

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

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

c. Other Benefits

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

24. **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.

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

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

26. **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.

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

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

a. 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.

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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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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

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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.

38. **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.

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

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

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

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

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

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

    a. Cancel any contract;

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

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

    d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

        i. Deduction from an unpaid balance;

        ii. Collection against the bid and/or performance bond, or;

        iii. Any combination of the above or any other remedies as provided by law.

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

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

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

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

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41. **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.

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

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1. Background

The City of Peoria is soliciting bids for the supply of commonly used automotive parts that covers the maintenance needs for the City's vehicle fleet. It is estimated that the City's total annual purchase for contracted automotive parts 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 automotive 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 all automotive parts and supplies to 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 by the next working day after they are requested.

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 one hour 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. Items contained in the Contractor's catalog of parts but not currently available in its local inventory, but are available from other local sources, shall be delivered within at least 4 hours after they are requested.

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

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f. 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
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.

Daily delivery required Monday through Friday. Multiple daily deliveries will be required.

The parts lines listed below are considered commonly used:

Item No.	Description	Acceptable Manufacturers
1.	Spark plugs	Champion AC, Autolite or equal
2.	Oil seals	National, CR or equal
3.	Miniature and seal beam bulbs	GE, Wagner or equal
4.	Automotive ball and roller bearings	Any
5.	Auto and truck glass (material and labor)	Any
6.	Delco Remy electrical parts	Delco Remy or equal
7.	Battery cables, wire sets and their miscellaneous terminals and accessories to include moisture resistant terminals	Borge Warner, Belden or equal (Product lines offering "Universal" sets only will not be acceptable.)

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	with heat shrink tubing	
8.	Hydraulic hose fittings and related parts (Reusable and crimp type fittings) (Must stock SAE 100R12 hose and matching fittings); air, paint hoses, (crimp type fittings and miscellaneous related parts)	Weatherhead (NOTE: City owns Weatherhead crimping machines)
9.	Bendix-Westinghouse air brake and compressor Parts	Bendix-Westinghouse
Item No.	**Description**	**Acceptable Manufacturers**
10.	Belts and hoses	Gates, Dayco, Goodyear or equal
11.	Replacement parts for Grote reflectors, mirrors and lights	Grote or equal
12.	Brake parts	Wagner, Bendix or equal
13.	Lined brake shoes and disc pad sets (OEM type) for passenger cars and light trucks; submit pricing for both asbestos and non-asbestos. All shoes and pads must be non-asbestos if Available.	Raybestos, Bendix, Wagner, or equal
14.	Clutches: new and remanufactured, domestic and imported. Includes weekly pick-up and exchange of cores at Auto Stores.	Borg Warner, Perfection
15.	Air conditioning parts: Automotive, truck industrial	Everco, Frigette, Delco
16.	Filters: Automotive, truck, industrial: air, fuel, oil, hydraulic, transmission, coolant	Fram, Fleetguard, Champion, AC Delco, NAPA or equal
17.	U-joints and PTO Driveline parts	Spicer, Rockwell, or equal
18.	Radiator, oil and gas caps, thermostats	Stant or equal
19.	Heavy duty brake and axle parts	Balco, Rockwell, or equal
20.	Heavy duty hub and pinion seals	Stemco, or equal
21.	Air brake chambers	Anchorlock, MGM, or equal
22.	Water pumps: new passenger cars and light trucks	Airtex, TRW or equal
23.	Fuel-pumps: new passenger cars and light trucks	Airtex, Carter or equal

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24.	Chassis parts for passenger cars and light trucks	Moog, Prefect Circle or equal
25.	Cole Hersee: Auto and truck electrical parts	Cole Hersee or equal
26.	Dorman products: Miscellaneous automotive hardware	Dorman or equal
27.	Windshield wiper products: Blades, refills, arms and pumps	ANCO, Trico or equal
28.	Heavy duty brake lining, drums, components and service to include drum tuning and brake relining. Service may include supply of brake drum, studs, hardware, bearings and/or seals to complete job.	Raybestos, Abex, Carlisle, Bendix, Wagner, Rockwell or equal.

7. Point of Contact

Any questions regarding this IFB should be directed to Dan Zenko, Materials Management Supervisor at:

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Or
Phone: (623) 773-7115
Or
E-mail: Dan.Zenko@Peoriaaz.gov

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Axle Seals

City of Peoria Item #	Description	QTY	UOM	Unit Price	Extended Price
00000000000002250	Axle Seal, Stemco Voyager 392-9063, Manufacturer: Stemco, No Substitutes.	8	EA	$_____	$_____
00000000000002251	Axle Seal, Stemco Voyager 3950173 Manufacturer: Stemco, No Substitutions.	34	EA	$_____	$_____
00000000000002474	Axle Seal, Chicago Rawhide, 19784 Manufacturer: Part #.	2	EA	$_____	$_____
00000000000002475	Axle Seal, Chicago Rawhide, 21756 Manufacturer: Part #.	4	EA	$_____	$_____
	Subtotal:			$_____	$_____
	Tax Rate _____% Taxes:			$_____	$_____
	Total:			$_____	$_____
	Subtotal:			$_____	$_____
	Tax Rate _____% Taxes:			$_____	$_____

Batteries

City of Peoria Item #	Description	QTY	UOM	Unit Price	Extended Price
00000000000001844	Battery,12 Volt 60357575DT72 Manufacturer: Part #:	42	EA	$_____	$_____
00000000000001845	Battery, Optima, 800U Manufacturer: Part #:	28	EA	$_____	$_____
00000000000002547	Battery, 12V #8465 Manufacturer: Part #:	53	EA	$_____	$_____
00000000000002299	Battery, Group 31 Stud 7238 Manufacturer: Part #:	45	EA	$_____	$_____
00000000000002464	Battery, Lawn & Garden, Heavy Duty #8223 Manufacturer: Part #	9	EA	$_____	$_____
	Subtotal:			$_____	$_____
	Tax Rate _____% Taxes:			$_____	$_____
	Total:			$_____	$_____

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Belts

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
00000000000000005	Belt, 25-080726 Cummings, Fan Manufacturer: Part #:	EA	1	$_____	$_____
00000000000001952	Belt, 25-060960 Manufacturer: Part #:	EA	8	$_____	$_____
00000000000002187	Belt, Serpentine 25-060919 Manufacturer: Part #:	EA	20	$_____	$_____
00000000000002466	Serpentine Belt #25-061000 Manufacturer: Part #:	EA	7	$_____	$_____
00000000000002549	V BELT #25-9695 Manufacturer: Part #:	EA	10	$_____	$_____
00000000000002550	Serpentine Belt #25-070975 Manufacturer: Part #:	EA	10	$_____	$_____
00000000000002622	Serpentine Belt #25-060908 Manufacturer: Part #:	EA	14	$_____	$_____
00000000000002670	Serpentine Belt #3289503 Manufacturer: Part #:	EA	6	$_____	$_____
Number To Be Assigned	Serpentine Belt #25-061005 Manufacturer: Part #:	EA	10	$_____	$_____
Number To Be Assigned	Serpentine Belt #25-061031 Manufacturer: Part #:	EA	12	$_____	$_____
	Subtotal:			$_____	$_____
	Tax Rate _____% Taxes:			$_____	$_____
	Total:			$_____	$_____

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Brakes & Rotors

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000000169	Park knob,KN20901 Mfg. Part #	EA	6	$_____	$_____
000000000000000173	Brake Diaphragm #24 Mfg. Part #	EA	10	$_____	$_____
000000000000000174	Brake Diaphragm #30 Mfg. Part #	EA	12	$_____	$_____
000000000000000175	3030 Spring Brake Asm. Mfg. Part #	EA	4	$_____	$_____
000000000000000188	Air Govn,D2, KN18530 Mfg. Part #	EA	6	$_____	$_____
000000000000000212	Brake Pads,AE-7576M / MKD702 F Mfg. Part #	EA	3	$_____	$_____
000000000000000214	Pads, Brake, AE-7584M/MKD-711 Mfg. Part #	EA	4	$_____	$_____
000000000000000215	Front/Pads AE-7070A/ MKD154 Mfg. Part #	EA	8	$_____	$_____
000000000000000221	Disc Pads, AE-7260M Mfg. Part #	EA	8	$_____	$_____
000000000000000227	Disc Pads Kit 15615PM Mfg. Part #	EA	12	$_____	$_____
000000000000001855	Brake Pads # AE7555AE Mfg. Part #	EA	20	$_____	$_____
000000000000001858	Brake Pads, MKD748, FRONT Mfg. Part #	EA	24	$_____	$_____
000000000000002513	Brake Pads # AE7834M Mfg. Part #	EA	38	$_____	$_____
000000000000002514	Brake Pads # AE7835M Mfg. Part #	EA	24	$_____	$_____
000000000000002623	Brake Pads #AE7339M Mfg. Part #	EA	12	$_____	$_____
000000000000002624	Brake Pads #AE7837M Mfg. Part #	EA	10	$_____	$_____
000000000000002625	Brake Pads #AE7838M Mfg. Part #	EA	16	$_____	$_____
000000000000002626	Brake Pads #AE7558M Mfg. Part #	EA	16	$_____	$_____
000000000000002653	Rotor Drilled # PR880110L Mfg. Part #	EA	18	$_____	$_____
000000000000002652	Rotor Drilled # PR880110R Mfg. Part #	EA	18	$_____	$_____
000000000000002651	Rotor Drilled # PR880129L Mfg. Part #	EA	18	$_____	$_____
000000000000002650	Rotor Drilled # PR880129R Mfg. Part #	EA	18	$_____	$_____
000000000000002468	Park Brake Shoes# AE10745PB Mfg. Part #	EA	10	$_____	$_____

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NO BID

0000000000000002554	Brake Pads # AE7259B Mfg. Part #	EA	2	$_____	$_____
0000000000000002555	Brake Pads # AE7623 Mfg. Part #	EA	11	$_____	$_____
0000000000000002623	Brake Pads # AE7339M Mfg. Part #	EA	11	$_____	$_____
	Subtotal:				
	Tax Rate ____% Taxes:			$_____	$_____
	Total:			$_____	$_____

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Breakers

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000000351	Circuit Breaker 30 30055-30 Manufacturer: Colchester Part #: 30055-30	EA	15	$2.24	$33.30
000000000000002189	Circuit Breaker, 50 amp w/bracket Manufacturer: Colchester Part #: 30055-50	EA	10	$2.96	$29.60
	Subtotal:				62.90
	Tax Rate 8.1 **% Taxes:**				5.09
	Total:				67.99

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Beams and Lenses

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000000422	Sealed - Beam 4411 Mfg.: G.E. Part #: 4411	EA	2	$ 4.15	$ 8.30
000000000000000426	Sealed Beam 4436 Mfg.: G.E. Part #: 4436	EA	4	$ 5.88	$ 23.52
000000000000000431	Sealed Beam 6014 Mfg.: G.E. Part #: 6014	EA	34	$ 2.48	$ 84.32
000000000000000432	Sealed Beam H6054 Mfg.: G.E. Part #: H6054	EA	10	$ 6.50	$ 65.00
000000000000000438	Headlamp Bulb 9007 Mfg.: G.E. Part #: 9007BP	EA	10	$ 4.90	$ 49.00
000000000000000439	Work Lamp 620WD Mfg.: GROTE Part #: 64931	EA	12	$ 6.50	$ 78.00
000000000000000440	Flood Lamp Rectangular Mfg.: PETERSON Part #: V503HF	EA	5	$ 10.34	$ 51.70
000000000000000458	Sealed Red Lamp VSC527723 Mfg.: GROTE Part #: 527723	EA	30	$ 2.99	$ 89.70
000000000000000459	Tail Grommet 9127 Mfg.: GROTE Part #: 91740	EA	10	$ 1.25	$ 12.50
000000000000000460	Sealed Clear Lamp Asm PMM426 Mfg.: PETERSON Part #: 415	EA	10	$ 4.60	$ 46.00
000000000000000465	2inch Red Sealed Lamp 5030200R3 Mfg.: TRUCKLITE Part #: 30200R	EA	5	$ 1.75	$ 8.75
000000000000000466	2.5inch Amber Lamp 45833-3 Mfg.: GROTE Part #: 458333	EA	5	$ 1.03	$ 5.15
000000000000000467	2.5inch Red Sealed Lamp 45832-3 Mfg GROTE Part #: 458323	EA	35	$ 1.03	$ 36.05
000000000000000471	SNG Lamp Ft Asm Sq 482 Mfg.: NO BID Part #:	EA	2	$	$
000000000000000475	Light Assy, Lthse #506020R3 Mfg: TRUCKLITE Part #: 60202R	EA	5	$ 5.30	$ 26.50
000000000000000479	Strobe Lamp ASM 12 Volt 20121-1PA Mfg.: WHELEN Part #: 2012HPA	EA	10	$ 62.00	$ 620.00
000000000000002511	Bulb, 24 V, Halogen #80560 Mfg.: Hella Part #: 78145	EA	20	$ 3.24	$ 64.80
000000000000002512	Grommet, Rubber #10700 Mfg.: TRUCKLITE Part #: 10700	EA	10	$ .96	$ 9.60
000000000000002610	Pig Tail 3 Prong, Stop & Turn #94926 Mfg.: TRUCKLITE Part #: 94926	EA	5	$ 1.29	$ 6.45
000000000000002654	Osram 56W Bulb # BP1255H1 Mfg: HELLA Part #: 78105	EA	10	$ 2.01	$ 20.10
000000000000002488	Signal Lamp Front/Side Amber # 4073A Mfg.: TRUCKLITE Part #: 60215Y	EA	8	$ 5.86	$ 46.88
	Subtotal:			$	$ 1352.32
	Tax Rate ____ % Taxes:			$	$ 109.54
	Total:			$	$ 1461.86

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Chemicals

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000000540	Freon R134A 30 lbs. Cylinder Mfg. Part #	CYL	5	$_____	$_____
000000000000000797	Starting Fluid, Ether # 7216 Mfg. Part #	EA	24	$_____	$_____
000000000000000798	Battery Cleaner 7651072 Mfg. Part #	EA	24	$_____	$_____
000000000000000799	Carb/Choke Cleaner 8700 Mfg. Part #	EA	36	$_____	$_____
000000000000000800	Washer Solvent 7300 Mfg. Part #	EA	156	$_____	$_____
000000000000000801	Engine Degreaser 6200 Mfg. Part #	EA	60	$_____	$_____
000000000000000805	Belt Dressing 765-1397 Mfg. Part #	EA	4	$_____	$_____
000000000000000806	Brake Cleaner 4800 Mfg. Part #	EA	180	$_____	$_____
000000000000000807	Penetrating Oil 6300 Mfg. Part #	EA	144	$_____	$_____
000000000000000808	Disc Brake Quiet # 765-1064 Mfg. Part #	EA	12	$_____	$_____
000000000000000810	Armor All 10160 Mfg. Part #	EA	192	$_____	$_____
000000000000000814	RTV, Clear Silicone # 765-1344 Mfg. Part #	EA	12	$_____	$_____
000000000000002238	Right Stuff, #765-2427 Mfg. Part #	EA	39	$_____	$_____
000000000000002300	BLK, Silicone, #765-1589 Mfg. Part #	EA	6	$_____	$_____
000000000000002491	Brake Fluid, 1 QT 35-032 Mfg. Part #	EA	17	$_____	$_____
000000000000002272	Anti-Freeze, Dex-Cool #2840A Mfg. Part #	EA	26	$_____	$_____
000000000000002351	Grease, Tube #985 Mfg. Part #	EA	40	$_____	$_____
	Subtotal:			$_____	$_____
	Tax Rate ____ % Taxes:			$_____	$_____
	Total:			$_____	$_____

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Filters

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
00000000000000395	Filter, Oil 21036/LF782 Mfg. Part #	EA	48	$_____	$_____
00000000000000396	Filter, Oil 21040/LF780 Mfg. Part #	EA	96	$_____	$_____
00000000000000397	Filter, Oil 21061/LF653 Mfg. Part #	EA	60	$_____	$_____
00000000000000496	Filter, Oil 21334 Mfg. Part #	EA	5	$_____	$_____
00000000000000497	Filter, Oil 21348/LF3335 Mfg. Part # NO BID	EA	6	$_____	$_____
00000000000000498	Filter, Oil 21372 Mfg. Part #	EA	300	$_____	$_____
00000000000000501	Filter, Oil 1459 Mfg. Part #	EA	6	$_____	$_____
00000000000000504	Filter, Oil 21516/LF3339 Mfg. Part #	EA	108	$_____	$_____
00000000000000510	Filter, Oil 1660 Mfg. Part #	EA	156	$_____	$_____
00000000000000511	Filter, OIL 1734 Mfg. Part #	EA	12	$_____	$_____
00000000000000515	Filter, Oil 1791/LF667 Mfg. Part #	EA	192	$_____	$_____
00000000000000552	Filter, Fuel 23097/FF5097 Mfg. Part #	EA	3	$_____	$_____
00000000000000563	Filter, Fuel 23296 Mfg. Part #	EA	10	$_____	$_____
00000000000000565	Filter, Fuel 3358/FF5018 Mfg. Part #	EA	36	$_____	$_____
00000000000000566	Filter, Fuel 23311 96 Lumina Mfg. Part #	EA	2	$_____	$_____
00000000000000572	Filter, Fuel 23481/FF5026 Mfg. Part #	EA	3	$_____	$_____
00000000000000578	Filter, Air 26077 Mfg. Part #	EA	30	$_____	$_____
00000000000000584	Filter 26117 Mfg. Part #	EA	16	$_____	$_____
00000000000000586	Air Filter 26134 Mfg. Part #	EA	80	$_____	$_____
00000000000000588	Filter 26174/AF4624 Mfg. Part #	EA	2	$_____	$_____
00000000000000597	Filter, Air 26302 Mfg. Part #	EA	5	$_____	$_____
00000000000000603	Prefilter, Air 7-02287 Mfg. Part #	EA	1	$_____	$_____
00000000000000604	Filter, Trans., Allison 295268 Mfg. Part #	EA	22	$_____	$_____

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00000000000000620	Filter, Trans, Crown Victoria, 1-8098 Mfg. Part #	EA	25	$_____	$_____
00000000000000621	Filter, Trans 17957 Mfg. Part #	EA	3	$_____	$_____
00000000000000623	Filter, Trans 1-7975 Mfg. Part #	EA	10	$_____	$_____
00000000000000633	Filter, Air #2124 Mfg. Part #	EA	4	$_____	$_____
00000000000000641	Filter, Air 2226/AF821M Mfg. Part #	EA	200	$_____	$_____
00000000000000662	Filter, Air 2691/AF888M Mfg. Part #	EA	200	$_____	$_____
00000000000000686	Filter, Air 6433 Mfg. Part #	EA	10	$_____	$_____
00000000000000715	Filter, Air, 6144 Mfg. Part #	EA	26	$_____	$_____
00000000000000727	Filter, Air 26418, Ford Expedition Mfg. Part #	EA	118	$_____	$_____
00000000000000743	Filter, Air 26440 Mfg. Part #	EA	5	$_____	$_____
00000000000000751	Filter, Oil 1792 Mfg. Part #	EA	25	$_____	$_____
00000000000001921	Fuel Filter, Ford, C/V, 3595 Mfg. Part #	EA	35	$_____	$_____
00000000000001922	Filter, Oil 7106 Mfg. Part #	EA	7	$_____	$_____
00000000000001946	Filter, Fuel 3484 Mfg. Part #	EA	6	$_____	$_____
00000000000001951	Filter, Fuel, 3579 Mfg. Part #	EA	6	$_____	$_____
00000000000002041	Filter, Air, 6596 Mfg. Part #	EA	14	$_____	$_____
00000000000002050	Filter, Air 6648 Mfg. Part #	EA	7	$_____	$_____
00000000000002190	Filter, Air 26253 Mfg. Part #	EA	12	$_____	$_____
00000000000002191	Filter, Air 6472 Mfg. Part #	EA	10	$_____	$_____
00000000000002543	Filter, Oil #7746XD Mfg. Part #	EA	30	$_____	$_____
00000000000002546	Filter, Transmission #1-8565 Mfg. Part #	EA	6	$_____	$_____
00000000000002611	Filter, Oil # 1056 Mfg. Part #	EA	15	$_____	$_____
00000000000002612	Filter, Oil #7314 Mfg. Part #	EA	12	$_____	$_____
00000000000002613	Filter, Oil # 21042 Mfg. Part #	EA	24	$_____	$_____
00000000000002614	Filter, Oil # 1215 Mfg. Part #	EA	10	$_____	$_____
00000000000002615	Filter, Air # 2013	EA	15	$_____	$_____

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	Mfg. Part #				
00000000000002616	Filter, Air # 2484 Mfg. Part #	EA	8	$_____	$_____
00000000000002617	Filter, Air # 6804 Mfg. Part #	EA	10	$_____	$_____
00000000000002618	Filter, Air # 2731 Mfg. Part #	EA	6	$_____	$_____
00000000000002619	Filter, Air # 6153 Mfg. Part #	EA	24	$_____	$_____
00000000000002620	Filter, Air # 2845 Mfg. Part #	EA	14	$_____	$_____
00000000000002627	Filter, Air # 2845 Mfg. Part #	EA	14	$_____	$_____
000000000000000002649	Filter, Air # 6458 Mfg. Part #	EA	12	$_____	$_____
000000000000000002648	Filter, Air # 6459 Mfg. Part #	EA	12	$_____	$_____
000000000000000002655	Filter, Oil, # 1748XD Mfg. Part #	EA	10	$_____	$_____
000000000000000002235	Filter, Air, # CA7438/6417 Mfg. Part #	EA	4	$_____	$_____
000000000000000002234	Filter, Air, # CA829SY/6417 Mfg. Part #	EA	10	$_____	$_____
000000000000000002246	Filter, Air, # 6562 Mfg. Part #	EA	15	$_____	$_____
000000000000000002259	Filter, Air, # 6556 Mfg. Part #	EA	30	$_____	$_____
000000000000000002280	Filter, Air, # 2488/CA8755 Mfg. Part #	EA	10	$_____	$_____
000000000000000002298	Filter, Air, # 2725/OEM5303204AA Mfg. Part #	EA	7	$_____	$_____
000000000000000002487	Filter, Air, # 6573 Mfg. Part #	EA	9	$_____	$_____
000000000000000002492	Filter, Air, Broom Bear # 6595 Mfg. Part #	EA	4	$_____	$_____
000000000000000002495	Filter, Air, Broom Bear # 6607 Mfg. Part #	EA	4	$_____	$_____
000000000000000002544	Filter, Air, Inter Centurion Sweeper# 6665 Mfg. Part #	EA	14	$_____	$_____
000000000000000002245	Filter, Air, Outer Centurion Sweeper#6664 Mfg. Part #	EA	14	$_____	$_____
000000000000000002278	Filter, Oil, # 2-1522/PH3675 Mfg. Part #	EA	53	$_____	$_____
000000000000000002352	Filter, Oil, # 2-1085 Mfg. Part #	EA	147	$_____	$_____
000000000000000002613	Filter, Oil, Chevy Colorado# 2-1042 Mfg. Part #	EA	23	$_____	$_____
000000000000000002663	Filter, Oil, AutoCar,WX64,2006, #7746XD Mfg. Part #	EA	15	$_____	$_____
000000000000000002664	Filter, Oil, Ford Escape Hybrid # 7203 Mfg. Part #	EA	2	$_____	$_____

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0000000000000002671	Filter, Fuel Water Separator # FS1000 Mfg. Part #	EA	16	$_____	$_____
0000000000000002672	Filter, Oil, AutoCar, WX64, 2006, # LF9001 Mfg. Part #	EA	16	$_____	$_____
0000000000000002673	Filter, Coolant, AutoCar, # WF2071 Mfg. Part #	EA	20	$_____	$_____
0000000000000002679	Filter, Air, Ford 500, #6924 Mfg. Part# 11	EA	12	$_____	$_____
	1 NO BID				
	Subtotal:			$_____	$_____
	Tax Rate _____% Taxes:			$_____	$_____
	Total:			$_____	$_____

Gaskets

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
0000000000000000612	O-Ring, Cover, 075-0711-00 Mfg. Part #3	EA	40	$_____	$_____
0000000000000000613	O-Ring, Insert, 075-0711-006 Mfg. Part #	EA	40	$_____	$_____
0000000000000000614	Gasket, By Pass, 075-0711-007 Mfg. Part #	EA	20	$_____	$_____
0000000000000001984	Gasket, RLS075711010 Mfg. Part #	EA	20	$_____	$_____
0000000000000002309	Gasket, Axle, Trucks West #3972854 Mfg. Part #	EA	35	$_____	$_____
	Subtotal:			$_____	$_____
	Tax Rate _____% Taxes:			$_____	$_____
	Total:			$_____	$_____

NO BID

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Hardware

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000000153	Radiator Cap – 7031447 Mfg. Part #	EA	8	$_____	$_____
000000000000000796	Grease Gun Tip 715-1151 Mfg. Part #	EA	30	$_____	$_____
000000000000002185	Spotlight Handle, UNI6701-0101 Mfg. Part #	EA	25	$_____	$_____
000000000000002342	4" Exhaust Clamp #733-5978 Mfg. Part #	EA	24	$_____	$_____
	Subtotal			$_____	$_____
	Tax Rate ____ % Taxes:			$_____	$_____
	Total:			$_____	$_____

Mirrors

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000000387	Mirror 3.75 Spot 1201-7044 Mfg Grote Part # 12014	EA	8	$ 1.96	$ 7.68
000000000000000388	Mirror West Coast Style, CHA20100 Mfg CHAMcal Part # 20100	EA	10	$ 4.67	$ 46.70
000000000000000392	8.5 inch Convex Mirror Mfg CHAMcal Part # 10801	EA	5	$ 9.72	$ 48.60
	Subtotal:			$_____	$ 102.98
	Tax Rate ____ % Taxes:			$_____	$ 8.34
	Total			$_____	$ 111.32

PRICE SHEET

Solicitation Number: **P07-0018**

Materials Management
Procurement

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

Refrigeration

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000000333	Drier, Receiver, Air source E80 Mfg. Part #	EA	2	$_____	$_____
	NO BID				
	Subtotal:			$_____	$_____
	Tax Rate ____ % Taxes:			$_____	$_____
	Total:			$_____	$_____

Spark Plugs

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000002476	Spark Plug, Autolite, APP103 Mfg. Part #	EA	16	$_____	$_____
000000000000002477	Spark Plug, Autolite, APP764 Mfg. Part #	EA	71	$_____	$_____
	NO BID **Subtotal:**			$_____	$_____
	Tax Rate ____ % Taxes:			$_____	$_____
	Total			$_____	$_____

PRICE SHEET

Solicitation Number: **P07-0018**

Materials Management
Procurement

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

Switches

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000373	Toggle Switch, ON/OFF, # 5582 Mfg. Colchursee Part# 5582	EA	12	$2.31	$27.72
000000000000376	Trailer Plug, Male, 15-730 Mfg. Phillips Part# 15-730	EA	12	$5.10	$61.20
000000000000377	Trailer Connector, Female, PHM15-720 Mfg. Phillips Part# 15-720	EA	20	$5.70	$114.00
000000000000379	Dash Lamp, Green, 17411 Mfg. K-F Part# 17-411	EA	2	$4.00	$8.00
000000000000382	Back Up Alarm, ECC520 Mfg. ECCO Part# 520	EA	6	$19.50	$117.00
000000000000902	Relay, Bosch, 87499 Mfg. Hella Part# 87499	EA	36	$2.90	$104.40
000000000000910	Flasher HD, 2 Prong, 45 AMP Mfg. Grote Part# 44530-3	EA	12	$6.95	$83.40
000000000002273	Rocker Switch, RS 1022 Mfg NO BID Part#	EA	2	$	$
000000000002489	Rocker Switch, Red, HEL80567 Mfg. Hella Part# 80567	EA	2	$1.84	$3.68
000000000002635	Brake Pressure Switch, Meritor RN15364G Mfg. NO BID Part# —	EA	6	$	$
	Subtotal:			$	$519.40
	Tax Rate ____ % Taxes:			$	$42.08
	Total			$	$561.48

PRICE SHEET

Solicitation Number: **P07-0018**

Materials Management
Procurement

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

Wipers

City of Peoria Item #	Description	UOM	QTY	Unit Price	Extended Price
000000000000000757	Wiper 16"-2 Mfg. ANCO Part # 31-16	EA	16	$ 4.63	$ 74.08
000000000000000759	Wiper Blades, 60-018-1 Napa Mfg. ANCO Part # 31-18	EA	80	$ 4.51	$ 360.80
000000000000000760	Wiper 20" 25-20 Mfg. ANCO Part # 31-20	EA	220	$ 5.88	$ 1,293.60
000000000000000761	Wiper Blade 22" Mfg. ANCO Part # 31-22	EA	170	$ 5.88	$ 999.60
	Subtotal:			$	$ 2728.08
	Tax Rate 8.1 **% Taxes:**			$	$ 220.97
	Total:			$	$ 2949.05

QUALIFICATIONS QUESTIONNAIRE

Solicitation Number: **P07-0018**

Materials Management
Procurement

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

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

Solicitation Number: **P07-0018**

Materials Management
Procurement

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

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

1. Company: Arizona Dept OF transportation
   Contact: Gary PRichard
   Address: 2223 S. 22ND ave
   Phoenix, AZ 85009
   Phone: 602-712-7579

2. Company: Maricopa County Equipment Services
   Contact: 3325 W. Durango | Phoenix, AZ 85009
   Address: Bill | mick
   Phone: 602-506-8033

3. Company: City of Scottsdale
   Contact: LOU Rios
   Address: 9191 E. San Salvador DR.
   Scottsdale, AZ 85282
   Phone: 480 312-5566

QUALIFICATIONS QUESTIONNAIRE

Solicitation Number: **P07-0018**

Materials Management
Procurement

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

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

" NO EXCEPTIONS "

Melanie Serpa, Associate Manager
THE LIGHTHOUSE, INC.
1502 N. 29th Avenue
Phoenix, AZ 85009
(602) 272-8077
(602) 272-8061 Fax

Materials Management Procurement
City of Peoria
8314 W. Cinnabar Ave.
Peoria, AZ 85345

September 18, 2006

RE: ADOT State Contract #T03-17-00066

To Whom It May Concern:

Here is the listing of the following manufacturers that we have discounts on per the State contract (#T03-17-00066).

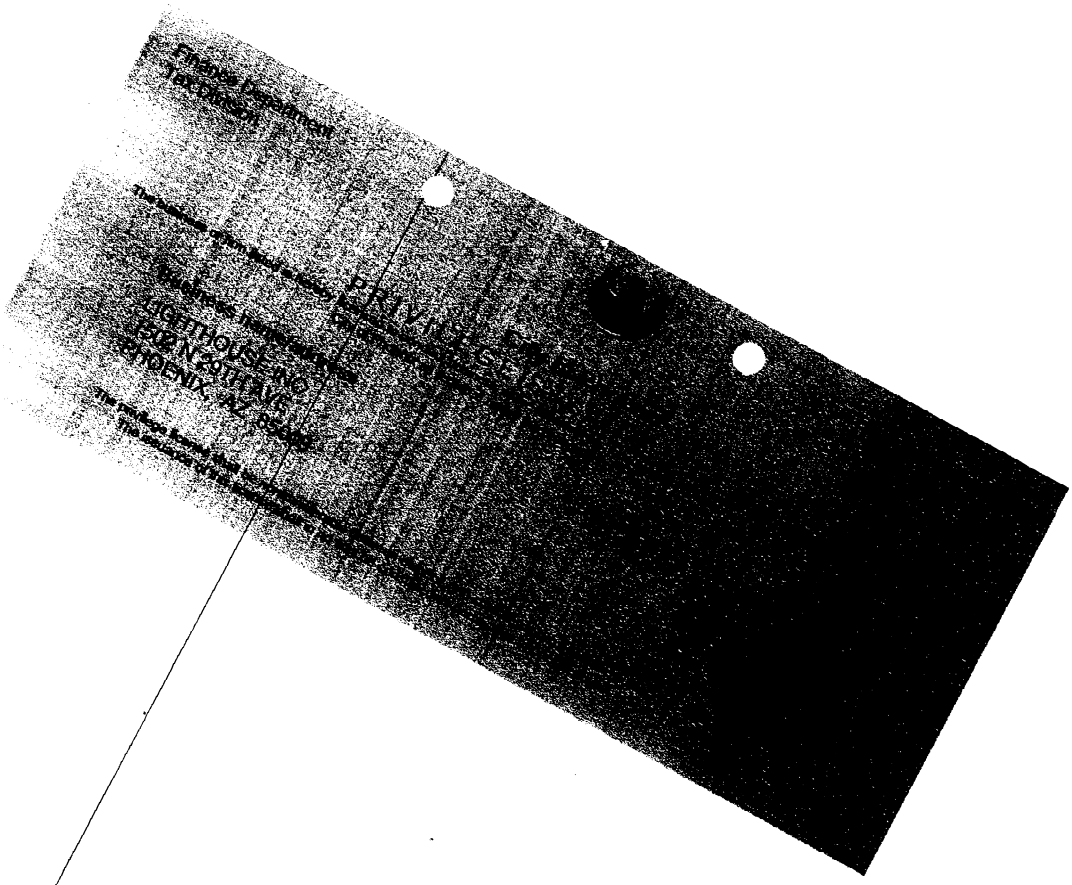
Mfg.	Arizona
Anco	less 15%
Betts	less 10%
Bussman	less 20%
Code 3	less 25%
Cole Hersee	less 18.5%
Collins	less 10%
Ecco	less 20%
Federal Signal	less 20%
G/E	less 40%
Grote	less 22%
Hella	less 10%
Lighthouse Terminals	less 20%

North American	less 10%
Optronics	less 10%
Peterson Mfg.	less 10%
Phillips Mfg.	less 10%
Pollak Mfg.	less 10%
Preco	less 15%
Public Safety Equipment	less 32%
Sound Off Inc.	less 20%
Stewart Warner	less 10%
Target Tech	less 32%
Troy Products	less 20%
Unity	less 10%
Wagner	less 30%
Weldon	less 15%
Whelen	less 24%

The contract is good until July 31, 2007. The above discounts are in the system under your account #2000. If there are any questions please give me a call.

Thank You,

Melanie Serpa



Finance Department
Tax Division

PRIVILEGE

Business name/address
LIGHTHOUSE INC
1502 N 29TH AVE
PHOENIX, AZ 85009

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2006

PRODUCER (310)832-5311 FAX (310)832-8024
Insurance Center Associates
Harbor Insurance Agency
1622 S. Gaffey * PO Box 671
San Pedro, CA 90733-0671

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED The Truck Lighthouse
DBA: The Lighthouse, Inc.
and Sam M. Sumich, Inc.
425 W. 10th Street
San Pedro, CA 90731

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Safeco American States Insurance	Company
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	01-CE-880267-7	01/01/2006	01/01/2007	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Automobile Accessories Distributor
Certificate holder is named as additional insured/vendor with liability limited to claims arising out of insured's operations only, with no assumption of liabilities to others.
*10-Day Notice for Non Payment
See policy for terms and conditions.

CERTIFICATE HOLDER

City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brigette Porter/BRIGIT

©ACORD CORPORATION 1988

07281

ORIGINAL

CONTRACT AMENDMENT
Change Order

Solicitation No.: P07-0018 Page 1 of 2

Amendment No.: Two (2) Date: April 15, 2008

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

Project No.: Agreement Date: 10/20/2006

Project Description: Auto Parts Completion Date: 10/19/2008

Change Order Type: ☐ Owner Initiated ☐ Errors & Omissions ☐ Unknown Conditions ☒ Other

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

Contract Price Change:

Original Contract Price:	$5,156.00
Total of previous change orders:	$0.00
Original contract price plus previous change order(s):	$5,156.00
The contract price due to this change order will be increased/decreased by:	($25.30)
The new contract price including this change order will be:	(annually) $5,130.70

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.

Signature	Date	Typed Name and Title	Company Name
	4-21-08	Melanie Serpa, Co-Manager	Lighthouse Inc.

Address	City	State	Zip Code
1502 N. 29th Ave	Phoenix	Arizona	85009

Attested By:

Mary Jo Kief, City Clerk

CC Number

ACON 44006 B
Contract Number

City Seal

Official File

Scott Green, Inventory Control

Christine Finney, Materials Management

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed

4/29/08, at Peoria, Arizona

Herman F. Koebergen, Materials Manager

Copyright 2003 City of Peoria, Arizona

A CON 44006B

CONTRACT AMENDMENT

Solicitation No: **P07-0018** Page 1 of 1
Description: Automotive Parts
Amendment No: Two (2) Date: 08/07/08

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

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/19/08.

Contract Term: 10/20/08 to 10/19/09

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

Signature	Date	Typed Name and Title	Company Name
	8-27-08	Melanie Serpa LW-MANAGER	The Lighthouse, Inc.

Address	City	State	Zip Code
1502 N. 29th Ave.	Phoenix	AZ	85009

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON 44006C
Contract Number:

Official File

City Seal

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 9/5/08, 2008, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 44006C

CONTRACT AMENDMENT

Solicitation No: P07-0018 Page 1 of 2
Description: Automotive Parts
Amendment No: Four (4) Date: July 31, 2009

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

Buyer: Christine Finney

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 10/20/09 to 10/19/10. EXTENSION THREE**

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.

Signature	Date	Typed Name and Title	Company Name
	8-17-09	Melanie Serpa	The Lighthouse, Inc.

Address	City	State	Zip Code
1502 N. 29th Ave.	Phoenix	AZ	85009

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON44006D
Contract Number:

Official File

City Seal

(Rev 02/01/08)

Requested by:

Recommended by:

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

The above referenced Contract Amendment is hereby Executed August 28 2009 at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

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

Buyer: Christine Finney

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

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

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

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

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

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

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

19. RIGH T 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 RE CORD: 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

Solicitation No. P07-0018 Page 1 of 1

Description: Automotive Parts

Amendment No. Five (5) Date: 09/23/10

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

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/19/10. **CONTRACT EXTENSION FOUR (4) LAST YEAR OF CONTRACT**

NEW CONTRACT TERM:

Contract Term: 10/20/10 to 10/19/11

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

Signature	Date	Typed Name and Title	Company Name
Melanie Serpa	9-30-10	Melanie Serpa	The Lighthouse, Inc.

Address	City	State	Zip Code
1502 N. 29th Ave.	Phoenix	AZ	85009

Attested By:

for City Clerk

Director: Brent Mattingly, Finance Director

Department Rep: Scott Green, Buyer I

Ellen Van Riper, Assistant City Attorney

CC Number

ACON44006E
Contract Number

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

The above referenced Contract Amendment is hereby Executed

Oct. 14, 2010, at Peoria, Arizona

Herman F. Koebergen, Materials Manager

City Seal

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(Rev 01/05/09)

Official File

A CON 44006E

CONTRACT AMENDMENT

Solicitation No. P07-0018 Page 1 of 1
Description: Auto Parts
Amendment No. Six (6) Date: 10/4/2011

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

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on October 19, 2011.

THIS CONTRACT WILL BE EXTENDED ON A MONTH TO MONTH BASIS, NOT TO EXCEED THREE MONTHS, OR JANUARY 19, 2012, OR UNTIL SUCH TIME AS A NEW CONTRACT CAN BE AWARDED.

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

Signature	Date	Typed Name and Title	Company Name
	10-13-11	Melanie Serpa	The Lighthouse, Inc.

Address	City	State	Zip Code
1502 N. 29th Ave.	Phoenix	AZ	85009

Attested By: Wanda Nelson
Wanda Nelson, City Clerk

Director: Brent Mattingly, Finance Director

Department Rep: Scott Green, Lead Inventory Control Specialist

CC Number

ACON44006F
Contract Number

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

The above referenced Contract Amendment is hereby Executed

October 26, 2011, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal
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(Rev 07/05/11)

Official File

A CON 44006F