



# CONTRACT AMENDMENT

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

Solicitation No. P09-0082A Page 1 of 1  
 Description: Bypass Pumping Equipment Rental  
 Amendment No. Four (4) Date: 8/20/13

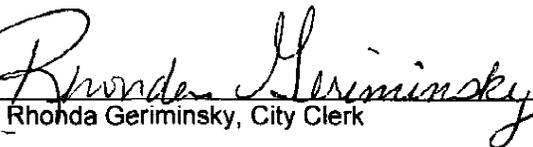
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/31/13. **LAST YEAR OF CONTRACT**

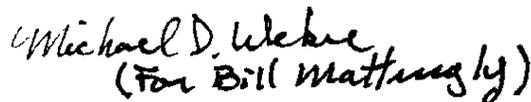
**The New Contract Term Is: 11/01/13 to 10/31/14**

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

	9/5/13	Dan Foley Project Manager	B & F Contracting, Inc.
Signature	Date	Typed Name and Title	Company Name
11011 N. 23 <sup>rd</sup> Ave.	Phoenix	AZ	85029
Address	City	State	Zip Code

Attested By:

  
 Rhonda Geriminsky, City Clerk

  
 (For Bill Mattingly)

Director: Bill Mattingly, Public Works Director

  
 Department Rep: Art Lomeli, Utilities Operations Manager



CC Number

ACON55709D  
 Contract Number

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

The above referenced Contract Amendment is hereby Executed  
 September 23 2013, at Peoria, Arizona

  
 Dan Zenko, Materials Manager

City Seal  
 Copyright 2003 City of Peoria, Arizona

Official File

A | CON 55709D



# CONTRACT AMENDMENT

## Materials Management Procurement

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

Solicitation No: P09-0082A Page 1 of 1  
Description: Bypass Pumping Equipment Rental  
Amendment No: Three (3) Date: 8/1/2012

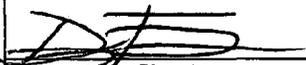
Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/31/12.

### THE NEW CONTRACT TERM IS:

**Contract Term: 11/01/12 TO 10/31/13**

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

  
Signature

8/27/2012  
Date

Dan Foley, Project  
Manager

Typed Name and Title

B & F Contracting, Inc.

Company Name

11011 N. 23<sup>rd</sup> Ave

Address

Phoenix

City

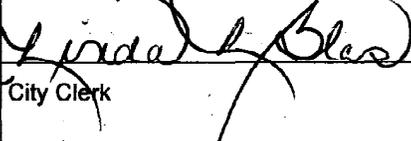
AZ

State

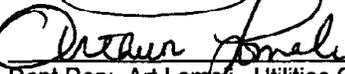
85029

Zip Code

Attested by:

  
City Clerk

  
08-14-2012  
Director: Bill Mattingly, Public Works Director

  
Dept Rep: Art Lomeli, Utilities Operations Manager

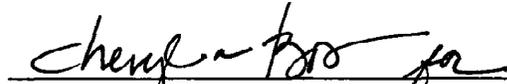


CC Number

ACON55709C

Contract Number:

Official File

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

The above referenced Contract Amendment is hereby Executed  
Sept 10, 2012, at Peoria, Arizona.

  
Dan Zenko, Materials Management Supervisor

City Seal  
(Rev 02/11/10)

A CON 55709C



# CONTRACT AMENDMENT

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

Solicitation No: P09-0082A Page 1 of 1  
Description: Bypass Pumping Equipment Rental  
Amendment No: Two (2) Date: 8/1/2011

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/31/11.

THE NEW CONTRACT TERM IS:

**Contract Term: 11/01/11 TO 10/31/12**

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

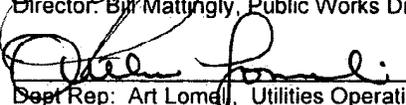
 Signature	<u>9/1/2011</u> Date	<u>Dan Foley Project Manager</u> Typed Name and Title	<u>B &amp; F Contracting, Inc.</u> Company Name
<u>11011 N. 23<sup>rd</sup> Ave</u> Address	<u>Phoenix</u> City	<u>AZ</u> State	<u>85029</u> Zip Code

Attested by:

Wanda Nelson

Wanda Nelson, City Clerk

  
08-30-2011  
Director: Bill Mattingly, Public Works Director

  
Dept Rep: Art Lomez, Utilities Operations Manager

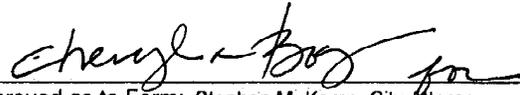


CC Number

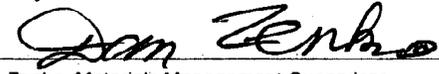
ACON55709B

Contract Number:

Official File

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

The above referenced Contract Amendment is hereby Executed  
September 8, 2011, at Peoria, Arizona.

  
Dan Zenko, Materials Management Supervisor

City Seal  
(Rev 02/11/10)

**A CON 55709B**



# CONTRACT AMENDMENT

Materials Management  
Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345

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

Solicitation No: P09-0082A Page 1 of 1  
Description: Bypass Pumping Equipment Rental  
Amendment No: One (1) Date: 7/27/2010

Buyer: Christine Finney

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

THE NEW CONTRACT TERM IS:

**Contract Term: 11/01/10 TO 10/31/11**

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

Signature

8/2/2010  
Date

Dan Foley  
Typed Name and Title

B & F Contracting, Inc.  
Company Name

11011 N. 23<sup>rd</sup> Ave  
Address

Phoenix  
City

AZ  
State

85029  
Zip Code

Attested by:

for Mary Jo Waddell, City Clerk

Requested by:

Recommended by:

**Ellen Van Riper, Assistant City Attorney**

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

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

Herman F. Koebergen, Materials Manager



CC Number

ACON55709A

Contract Number:

Official File

City Seal

(Rev 02/11/10)

**A CON 55709A**



# City of Peoria, Arizona Notice of Request for Proposal



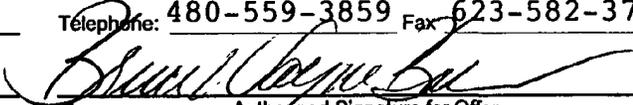
Request for Proposal No: **P09-0082A** Proposal Due Date **August 18, 2009**  
 Materials and/or Services: **Bypass Pumping Equipment Rental** Proposal Time: **5:00 P.M. AZ Time**  
 Contact: **Athena Bonner**  
 Project No: \_\_\_\_\_ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals 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. Proposals 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 proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

### OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City

For clarification of this offer contact:

Name Dan Foley Telephone: 480-559-3859 Fax: 623-582-3761  
B & F Contracting, Inc.   
 Company Name Authorized Signature for Offer  
11011 N. 23rd Ave Bruce W. Balls  
 Address Printed Name  
Phoenix, AZ 85029 Secretary  
 City State Zip Code Title

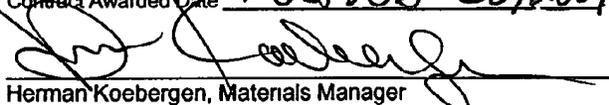
### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City, 2.) Your offer in Response to the City's Request for Proposal, 3.) This written acceptance and contract award

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed

Attested by:   
 Mary Jo Kief, City Clerk  
 CC: \_\_\_\_\_  
 Contract Number: ACON55709  
 Official File: \_\_\_\_\_



City of Peoria, Arizona Effective Date: 10/24/09  
 Approved as to form:   
 Ellen Van Riper, Assistant City Attorney  
 Stephen M. Kemp, City Attorney  
 Contract Awarded Date: October 23, 2009  
  
 Herman Koebergen, Materials Manager



## B&F CONTRACTING, INC.

11011 N 23<sup>rd</sup> Ave., Phoenix, AZ 85029  
TEL 623-582-1170 / FAX 623-582-3761

August, 18, 2009  
City of Peoria  
Athena Bonner  
Materials Management Procurement  
8314 West Cinnabar Avenue  
Peoria, Arizona 85345

**RE: Bypass Pumping Equipment Rental Proposal  
Solicitation Number P09-0082**

Ms. Athena Bonner,

On behalf of B&F Contracting Inc., a Phoenix-based Construction firm specializing in heavy civil infrastructure, specifically sewer bypass pumping, I am proud to present to the City of Peoria the following Proposal for the **Bypass Pumping Equipment Rental Solicitation Number P09-0082**. B&F wants to partner with the City of Peoria by providing Bypass Pumping Equipment Rental Services, and is prepared to begin as soon as we are approved by the City.

The B&F Contracting team has prepared the attached proposal after thorough review of the scope of work items. B&F recognizes the importance of a successful and timely project and we are prepared to dedicate the necessary resources to complete the future Bypass Pumping Rental Equipment needs of the City of Peoria.

After serving the sewer rehabilitation industry for over 15 years, B&F recognizes the importance of mitigating the impact on local residents, business and developments and will take great care to minimize disruptions to the public through detailed traffic control plans and public notifications if necessary

B&F Contracting Inc has the necessary equipment, personnel and experience required to complete whatever the scope of work demands. We are able to offer sensible, economic solutions even when the unexpected occurs.

B&F has a dedicated staff ready on 24-hour calls notice to meet the needs of the City of Peoria Bypass Pumping Equipment rental scope of work. Tom Foley will be your personal contact for this proposal and can be reached at 623-764-7586. We look forward to working with the City of Peoria on this project.

### **B&F Contracting Benefits**

- History of Self-Performed Sewer Rehab Projects in Peoria, Tempe, Mesa and Phoenix.
- Experienced in providing bypass design, submittal and implementation and rental.
- Contractor experience working various partners: municipalities, private owners and general contractors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bruce Balls', written over a white background.

Bruce Balls  
Secretary  
B&F Contracting, Inc.

# City of Peoria

## Bypass Pumping Equipment Rental



Prepared for:

### City of Peoria

8314 West Cinnabar Avenue

Peoria, Arizona 85345

### B&F Contracting, Inc.

11011 N. 23<sup>rd</sup> Avenue

Phoenix, AZ 85029



**i. Understanding the Scope of Work**

B&F Contracting, Inc. has been providing regional Sewer Bypass Solutions for over ten (10) years to governments, utilities and corporations in Arizona, California and Nevada. Services provided include: Bypass Setup, Installation and Teardown, Sewer Flow Monitoring, Pump Watch, HDPE Pipe Butt Fusion Welding, and Excavation required for Bypass Piping. B&F has successfully setup and ran Sewer Bypasses for multiple municipalities ranging from 1 MGD/Day to 127 MGD/Day Bypass Systems. In addition to providing the construction phase services listed above, we also provide Design Phase Services including: Bypass Design and Engineering, Subcontractor Selection, Preconstruction Planning, and Value-added Engineering. We maintain a strong commitment to quality with a "Contractor First" mentality that is necessary for the successful completion of any project.

**ii. Plan and Method of Approach to Accomplish the Scope of Work.**

B&F employs a methodical approach in the planning phase of any Sewer Bypass, cultivated from successful partnerships and lessons learned from previous projects. We offer sensible, economical solutions even when the unexpected occurs. To achieve this, B&F coordinates with the client, municipality and residential areas affected by the Sewer Bypass System during the design phase to eliminate foreseen constructability issues. Maintaining access for residential traffic is always a priority and B&F provides solutions to minimize the impact of the Bypass System on these residents.

B&F Contracting offers experienced field and office professionals who understand the specific issues and nuances associated with Sewer Bypass. In participating in the Sewer Bypass industry for over ten (10) years, B&F has acquired all the equipment/part/materials and knowledge necessary to install and maintain a successful Sewer Bypass Operation. We have attached a copy of our equipment/parts/materials list with their associated unit pricing for your review.

**iii. Work Plan and Task Schedule to accomplish the required Scope of Work**

B&F will follow the necessary steps listed below in developing a work plan for the bypass:

- Identify Sewer Bypass requirements and urgency.
- Research historical flow data if available for accurate design of Bypass Pumps and Piping.
- Mobilize necessary bypass system pumps/parts/equipment and manpower necessary to install the Sewer Bypass System in the time frame required by the City of Peoria.
- Identify and obtain all necessary permits required to complete our scope of work.
- Identify potential traffic control issues and develop a traffic control plan.
- Identify areas required to temporarily bury the Bypass Piping or install road crossings to allow continuous traffic if located in residential areas.
- Once the Bypass System is setup, tested and operational, B&F will then move to the operational phase of Bypass Pumping.

For Emergency Bypass Pumping, B&F can provide manpower and equipment to the site within three (3) hours of the emergency call. Bypass System setup times will depend on the amount of flow, bypass piping length, accessibility and constructability issues. With over fifty (50) experienced workers currently employed strictly in the Sewer Rehabilitation Division here at B&F, we can guarantee on-time, sufficient manpower for any Bypass Emergency that may arise.

**iv. Anticipated City Involvement for Successful Completion of the required Scope of Work**

Like many successfully completed projects, teamwork is a crucial component in the equation. In partnering with the City of Peoria for this project, B&F will rely on the City of Peoria to provide knowledge of the Collection System, Bypass System design approval, Inspection Services, expedite permits if required, Notification of residents affected by the Bypass, and Traffic Control plan review. B&F plans to coordinate with the City prior to, during, and after the Sewer Bypass is completed to ensure that we have met the City of Peoria's expectations.

**v. Experience from Similar Projects completed within the last five (5) years**

B&F Contracting has attached our project experience sheet to this proposal for further review.

**vi. Fee**

Our unit price rates are included in the attached equipment/parts/materials list. The following % markups will apply to those rates as follows:

1. Pump Rentals	15% Discount	(-15% off list rate)
2. Pipe & Fittings	15% Discount	(-15% off list rate)
3. Labor	Rate + 8% OH & P	(+5%)
4. Equipment	Rate + 3% for OH & P	(+3%)
5. Subcontractor	Cost + 5% for OH & P	(+5%)
6. Materials	Cost + 5% for OH & P	(+5%)



# B & F Contracting, Inc

## Time & Materials Rates

January 1, 2009

Item	Description	Unit	Rate
<b><u>Labor</u></b>			
1	Foreman	HR	\$ 48.00
2	Operator	HR	\$ 45.00
3	Truck Driver	HR	\$ 33.00
4	Laborer	HR	\$ 27.00
5	Pipe Layer	HR	\$ 32.00
<b><u>Equipment w/o Operators</u></b>			
6	235 (100,000 LB)Cat Trackhoe	HR	\$ 125.00
7	EL 300 (70,000 LB) Cat Trackhoe	HR	\$ 110.00
8	EL 300 Cat Trackhoe w/6500 LB Hammer	HR	\$ 235.00
9	345 (100,000 LB) Cat Trackhoe	HR	\$ 130.50
10	420 Cat Backhoe	HR	\$ 56.00
11	416 Cat Backhoe	HR	\$ 51.00
12	416 Backhoe Ram	HR	\$ 100.00
13	950 (4 Yard Bucket) Cat Loader	HR	\$ 88.00
14	IT28 (2.25 Yard/Forks) Cat Loader	HR	\$ 100.00
15	IT38 (2 7 Yard/Forks) Cat Loader	HR	\$ 104.00
16	Komatsu WA250 (3Yard Bucket/Forks) Loader	HR	\$ 84.00
17	PC 128 (30,000 LB) Trackhoe	HR	\$ 63.00
18	PC 300 (70,000 LB) Trackhoe	HR	\$ 110.00
19	Vac Unit	HR	\$ 136.00
20	24" Compaction Wheel For Backhoe	HR	\$ 22.50
21	24" Compaction Wheel For Trackhoe	HR	\$ 25.00
22	36" Compaction Wheel For Trackhoe	HR	\$ 36.00
23	Water Truck (2000 gal.)	HR	\$ 39.00
24	Water Truck (4000 gal.)	HR	\$ 72.00
25	Transport w/Trailer (Port to Port)	HR	\$ 64.00
26	10 Wheel Dump Truck	HR	\$ 38.50
27	5 CY Dump Truck	HR	\$ 29.00
28	Sawcut Truck	HR	\$ 28.00
29	16 Ton Transport Trailer	HR	\$ 11.00
30	Air Compressor 185 CFM	HR	\$ 20.00
31	Skid Steer Loader	HR	\$ 34.50
32	3-5 Ton Roller	HR	\$ 22.50
33	Broce Road Broom	HR	\$ 30.50
34	1-1/2 Ton Pick Up (F-350)	HR	\$ 13.50
35	Vac Trailer	HR	\$ 84.00
36	Small Excavator (15,000 LB)	HR	\$ 33.50
37	Jumping Jack Compactor	DAY	\$ 88.00
38	Vibratory Plate Compactor	DAY	\$ 88.00
39	Cut Off Saw	DAY	\$ 60.00
40	Laser	DAY	\$ 72.00
41	Trench Box Ea./Day	DAY	\$ 208.00
42	Manhole Shore Box 8' Section Each	DAY	\$ 72.00
43	Traffic Arrowboard	DAY	\$ 160.00
44	Light Tower	DAY	\$ 180.00
45	Trencher Available Per LF	LF	TBD
46	Bore Drill Unit 16 X 20	LF	TBD
47	Fuel Cost Per Gallon	GAL	Market Rate

**Bypass Pumping Experience**  
(To Be Submitted at the time of Bid Opening)

Company Name **B&F Contracting, Inc. - Arizona Contractor's License #ROC089744**

1. Project CCWRD Emergency Project # 618 Date Completed 6/15/2009

Location Desert Inn & Stephanie Las Vegas NV

Name and Address of Owner CCWRD (Clark County Water Reclamation District)  
5857 East Flamingo Road Las Vegas, Nevada 89122

Contact Person Brent Moser Phone Number 702-853-1333

Total Flow (MGD) Bypassed 127 MGD Total Length of Bypass 17 runs of 6300 LF each  
107,100 LF of 18" HDPE

2. Project SROG Sewer Rehab Project C1 & C2 Date Completed February, 2006

Location College Ave and Indian Bend Wash Scottsdale / Tempe Border

Name and Address of Owner City of Phoenix  
200 West Washington Street 7th Floor Phoenix, Az 85003

Contact Person Blaine Robinson Phone Number 602-262-4709

Total Flow (MGD) Bypassed 55 MGD Total Length of Bypass 5 ea 5600 LF runs of 24" & 13 ea 1415 LF runs of 12"  
46,400 LF of HDPE Pipe

3. Project SROG Sewer Rehab Project Tempe Town Lake Date Completed December 1, 2005

Location Between Mill Ave and Sky Harbor Airport along the Salt River

Name and Address of Owner City of Phoenix  
200 West Washington Street 7th Floor Phoenix, Az 85003

Contact Person Blaine Robinson Phone Number 602-262-4709

Total Flow (MGD) Bypassed 115 MGD Total Length of Bypass 9 ea 11280 LF runs of 24" & 4 ea 9400 LF runs of 20"  
139120 LF of HDPE Pipe

4. Project SROG Sewer Rehab Project WS90160049 A-1 Date Completed August 1, 2004

Location 16th Street & Watkins

Name and Address of Owner City of Phoenix  
200 West Washington Street 7th Floor Phoenix, Az 85003

Contact Person Blaine Robinson Phone Number 602-262-4709

Total Flow (MGD) Bypassed 100 MGD Total Length of Bypass 3 ea 5389 LF runs of 24" & 5 ea 5389 LF runs of 20"  
43112 LF of HDPE Pipe

5. Project City of Tempe Interceptor Rehab Proj # 320058 Date Completed December 19, 2006

Location Southern Ave & Priest Drive, Tempe Az

Name and Address of Owner City of Tempe  
31 East 5th Street, Tempe, Az 8528

Contact Person Mark Weber Phone Number 480-350-8526

Total Flow (MGD) Bypassed 40 MGD Total Length of Bypass 5 runs of 6400 LF each  
32000 LF

Company Name B&F Contracting, Inc

6. Project CCWRD Emergency Project Date Completed On-Going as of 12-16-08

Location Mountain Vista & Flamingo

Name and Address of Owner CCWRD (Clark County Water Reclamation District)  
5857 East Flamingo Road Las Vegas, Nevada 89122

Contact Person: Brent Moser Phone Number 702-853-1333

Total Flow (MGD) Bypassed 55 MGD Total Length of Bypass 6 each 18" HDPE of varying length'  
24,078 LF 18" HDPE

7. Project. CCWRD Emergency Project Date Completed. December 5, 2008

Location Boulder & Indios

Name and Address of Owner CCWRD (Clark County Water Reclamation District)  
5857 East Flamingo Road Las Vegas, Nevada 89122

Contact Person Brent Moser Phone Number 702-853-1333

Total Flow (MGD) Bypassed 60 MGD Total Length of Bypass 7 each 18" HDPE of varying length'  
17,577 LF of 18" HDPE

8. Project CCWRD Emergency Project Date Completed December 5, 2008

Location Nellis & Rushmore

Name and Address of Owner CCWRD (Clark County Water Reclamation District)  
5857 East Flamingo Road Las Vegas, Nevada 89122

Contact Person Brent Moser Phone Number. 702-853-1333

Total Flow (MGD) Bypassed 50 MGD Total Length of Bypass 6 each 18" HDPE of varying length'  
11,461 LF of 18" HDPE

9. Project City of Peoria Emergency Bypass Date Completed December 5, 2008

Location 91st Avenue & Northern

Name and Address of Owner City of Peoria  
8314 West Cinnabar Avenue - Peoria, Arizona 85345

Contact Person: Kevin Rose Phone Number 623-76405325

Total Flow (MGD) Bypassed 8 mgd Total Length of Bypass 2 runs -1300 lf of 18" HDPE

\*\*\*More project history is available upon request



**City of Peoria - Bypass Pumping Equipment Rental**

B & F Contracting Inc  
 11011 N 23rd Avenue  
 Phoenix Az 85029  
 Office (623) 582 - 1170  
 Fax (623) 582 - 3761  
 Tom Foley

Contact

**Electrically Powered Pumps & Specifications**

Pump Type	Pump ID	Pump Manufacturer	Pump Size	Rental Cost			Flow Rate		Discharge Head	Solids Handling
				Monthly	Weekly	Daily	GPM	MGD		
Electric Submersible Pump	GSL60	Godwin	3"	\$810 00	\$270 00	\$67 50	240	0 35	85'	3 2"
Electric Submersible Pump	GSL80	Godwin	3"	\$810 00	\$270 00	\$67 50	555	0 80	154'	3 2"

**Hydraulic Powered Pump & Specifications (submersible type)**

Pump Type	Pump ID	Pump Manufacturer	Pump Size	Rental Cost			Flow Rate		Discharge Head	Solids Handling
				Monthly	Weekly	Daily	GPM	MGD		
Hydraulic Submersible Pump	Heidra 200	Godwin	8"	\$3,150 00	\$1,050 00	\$262 50	3100	4 464	180	3-1/8"
Hydraulic Submersible Pump	Heidra 250	Godwin	10"	\$3,150 00	\$1,050 00	\$262 50	3500	5 04	185'	3-1/8"

\*Heidra 250 comes with diesel powered hydraulic power pack equipped on a double axle pull-behind trailer



**City of Peoria - Bypass Pumping Equipment Rental**

B & F Contracting Inc  
 11011 N 23rd Avenue  
 Phoenix Az 85029  
 Office (623) 582 - 1170  
 Fax (623) 582 - 3761  
 Contact Tom Foley

**Diesel Engine Driven Pumps**

Pump ID	Pump Manufacturer	Pump Size	Rental Cost			Flow Rates		Solids Handling
			Monthly	Weekly	Daily	GPM	MGD	
CD-100 Dri-Prime Pump (silenced)	Godwin	4"	\$1,900 00	\$633 33	\$158 33	750	1 08	2"
CD-150 Dri-Prime Pump (silenced)	Godwin	6"	\$2,900 00	\$966 67	\$241 67	1700	2 45	3"
CD-225 Dri-Prime Pump (Silenced)	Godwin	8"	\$3,300 00	\$1,100 00	\$275 00	3100	4 46	3-1/8"
DPC-300 Dri-Prime Pump (Silenced)	Godwin	12"	\$5,800 00	\$1,933 33	\$483 33	5000	7 20	3-1/2"
CD-300 Dri-Prime Pump (Silenced)	Godwin	12"	\$6,500 00	\$2,166 67	\$541 67	6000	8 64	3-3/4"

**Gas Engine Driven Pumps**

Pump ID	Pump Manufacturer	Pump Size	Rental Cost			Flow Rates	
			Monthly	Weekly	Daily	GPM	MGD
Trash Pump	Honda	2"	\$180 00	\$60 00	\$15 00	150	0 22
Trash Pump	Honda	3"	\$210 00	\$70 00	\$17 50	340	0 49
Trash Pump	Wacker	4"	\$585 00	\$195 00	\$48 75	700	1 01



**City of Peoria - Bypass Pumping Equipment Rental**

B & F Contracting Inc  
 11011 N 23rd Avenue  
 Phoenix Az 85029  
 Office (623) 582 - 1170  
 Fax (623) 582 - 3761  
 Tom Foley

**Piping & Specifications**

Pipe Type	Connection Method	Pipe Size	Pipe Length	Rental Cost		
				Monthly	Weekly	Daily
HDPE SDR17	Ball & Socket	4"	LF	\$0 60	\$0 20	\$0 05
HDPE SDR17	Ball & Socket	8"	LF	\$1 20	\$0 40	\$0 10
HDPE SDR26	Butt Fusion	12"	LF	\$1 44	\$0 48	\$0 12
HDPE SDR26	Butt Fusion	18"	LF	\$2 10	\$0 70	\$0 18
Aluminum	Victaulic	4"	1'	\$3 50	\$1 17	\$0 29
Aluminum	Victaulic	4"	2'	\$1 90	\$0 63	\$0 16
Aluminum	Victaulic	4"	3'	\$1 42	\$0 47	\$0 12
Aluminum	Victaulic	4"	10'	\$0 46	\$0 15	\$0 04
Aluminum	Victaulic	4"	20'	\$0 46	\$0 15	\$0 04
Aluminum	Victaulic	4"	30'	\$0 48	\$0 16	\$0 04
Aluminum	Victaulic	4"	40'	\$0 48	\$0 16	\$0 04
Aluminum	Victaulic	8"	1'	\$4 28	\$1 43	\$0 36
Aluminum	Victaulic	8"	2'	\$2 12	\$0 71	\$0 18
Aluminum	Victaulic	8"	3'	\$1 75	\$0 58	\$0 15
Aluminum	Victaulic	8"	10'	\$0 94	\$0 31	\$0 08
Aluminum	Victaulic	8"	20'	\$0 94	\$0 31	\$0 08
Aluminum	Victaulic	8"	30'	\$0 94	\$0 31	\$0 08
Aluminum	Victaulic	8"	40'	\$0 94	\$0 31	\$0 08
Aluminum	Victaulic	12"	1'			
Aluminum	Victaulic	12"	2'			
Aluminum	Victaulic	12"	3'			
Aluminum	Victaulic	12"	10'			
Aluminum	Victaulic	12"	20'			
Aluminum	Victaulic	12"	30'			
Aluminum	Victaulic	12"	40'			



City of Peoria - Bypass Pumping Equipment Rental

B & F Contracting Inc  
 11011 N 23rd Avenue  
 Phoenix Az 85029  
 Office (623) 582 - 1170  
 Fax (623) 582 - 3761  
 Tom Foley

**Road Crossings**

Road Crossing Type	Road Crossing Length	Rental Cost		
		Monthly	Weekly	Daily
Water Bridge-4 (4" pipe)	4'	\$160 00	\$53 33	\$13 33
Water Bridge-4 (4" pipe)	8'	\$168 00	\$56 00	\$14 00
Water Bridge-4 (4" pipe)	20'	\$300 00	\$100 00	\$25 00
Water Bridge-8 (8" pipe)	4'	\$300 00	\$100 00	\$25 00
Water Bridge-8 (8" pipe)	12'	\$330 00	\$110 00	\$27 50
Water Bridge-8 (8" pipe)	20'	\$495 00	\$165 00	\$41 25
Water Bridge-12 (12" pipe)	12'	\$1,065 00	\$355 00	\$88 75



**City of Peoria - Bypass Pumping Equipment Rental**

B & F Contracting Inc  
 11011 N 23rd Avenue  
 Phoenix Az 85029  
 Office (623) 582 - 1170  
 Fax (623) 582 - 3761  
 Tom Foley

**Hoses & Specifications**

Hose Types	Hose ID	Connection Method	Manufacturer	Hose Size	Hose Length	Rental Cost		
						Monthly	Weekly	Daily
Hard Rubber Hose	Pilcord	Camlock Attachment MF		4"	5'	\$96 00	\$32 00	\$8 00
Hard Rubber Hose	Pilcord	Camlock Attachment MF		4"	10'	\$96 00	\$32 00	\$8 00
Hard Rubber Hose	Pilcord	Camlock Attachment MF		4"	15'	\$135 00	\$45 00	\$11 25
Hard Rubber Hose	Pilcord	Camlock Attachment MF		4"	20'	\$135 00	\$45 00	\$11 25
Hard Rubber Hose	Pilcord	Camlock Attachment MF		6"	10'	\$120 00	\$40 00	\$10 00
Hard Rubber Hose	Pilcord	Camlock Attachment MF		6"	20'	\$240 00	\$80 00	\$20 00
Flex Hose	Kanaline SR Suction/Discharge Hose	Camlock Attachment MF	Kanaflex	6"	10'	\$90 00	\$30 00	\$7 50
Flex Hose	Kanaline SR Suction/Discharge Hose	Camlock Attachment MF	Kanaflex	6"	15'	\$90 00	\$30 00	\$7 50
Flex Hose	Kanaline SR Suction/Discharge Hose	Camlock Attachment MF	Kanaflex	6"	20'	\$180 00	\$60 00	\$15 00
Flex Hose	Kanaline SR Suction/Discharge Hose	Camlock Attachment MF	Kanaflex	8"	10'	\$120 00	\$40 00	\$10 00
Flex Hose	Kanaline SR Suction/Discharge Hose	Camlock Attachment MF	Kanaflex	8"	15'	\$240 00	\$80 00	\$20 00
Flex Hose	Kanaline SR Suction/Discharge Hose	Camlock Attachment MF	Kanaflex	8"	20'	\$240 00	\$80 00	\$20 00
Flex Hose	Kanaline SR Suction/Discharge Hose	Camlock Attachment MF	Kanaflex	12"	20'	\$600 00	\$200 00	\$50 00
Fire Hose	FH	Male x Female IPT		1-1/2"	50'	\$30 00	\$10 00	\$2 50
Lay Flat Hose	LFH-2	Male x Female IPT		2"	25'	\$40 00	\$13 33	\$3 33
Lay Flat Hose	LFH-3	Male x Female IPT		3"	25'	\$70 00	\$23 33	\$5 83
Lay Flat Hose	LFH-4	Male x Female IPT		4"	25'	\$190 00	\$63 33	\$15 83



**City of Peoria - Bypass Pumping Equipment Rental**

B & F Contracting Inc  
 11011 N 23rd Avenue  
 Phoenix Az 85029  
 Office (623) 582 - 1170  
 Fax (623) 582 - 3761  
 Tom Foley

**Miscellaneous Attachments - Elbows, Tees, Vents, Adapters etc.**

Attachment Types	Size	Part Specific Information	Rental Cost		
			Monthly	Weekly	Daily
Victualic Coupler	4"	N/A	\$3 00	\$1 00	\$0 25
Victualic Coupler	6"	N/A	\$5 00	\$1 67	\$0 42
Victualic Coupler	8"	N/A	\$9 00	\$3 00	\$0 75
Victualic Coupler	12"	N/A	\$12 00	\$4 00	\$1 00
Victualic Pipe Elbow	6"	11-1/4"	\$14 00	\$4 67	\$1 17
Victualic Pipe Elbow	6"	22-1/2"	\$14 00	\$4 67	\$1 17
Victualic Pipe Elbow	6"	45°	\$14 00	\$4 67	\$1 17
Victualic Pipe Elbow	6"	90°	\$14 00	\$4 67	\$1 17
Victualic Pipe Elbow	8"	11-1/4"	\$27 00	\$9 00	\$2 25
Victualic Pipe Elbow	8"	22-1/2"	\$27 00	\$9 00	\$2 25
Victualic Pipe Elbow	8"	45°	\$27 00	\$9 00	\$2 25
Victualic Pipe Elbow	8"	90°	\$27 00	\$9 00	\$2 25
Victualic Pipe Elbow	12"	11-1/4"	\$47 50	\$15 83	\$3 96
Victualic Pipe Elbow	12"	22-1/2"	\$47 50	\$15 83	\$3 96
Victualic Pipe Elbow	12"	45°	\$55 00	\$18 33	\$4 58
Victualic Pipe Elbow	12"	90°	\$55 00	\$18 33	\$4 58
Camlock Pipe Elbow	4"	90°	\$9 00	\$3 00	\$0 75
Victualic Pipe Section	8"	12" to 48" Length	\$5 00	\$1 67	\$0 42
Victualic Pipe Section	12"	12" to 48" Length	\$5 00	\$1 67	\$0 42
Victualic Reducers	12" x 8"	N/A	\$90 00	\$30 00	\$7 50
Victualic Reducers	12" x 6"	N/A	\$60 00	\$20 00	\$5 00
Victualic Reducers	8" x 6"	N/A	\$40 00	\$13 33	\$3 33
Victualic Reducers	6" x 4"	N/A	\$20 00	\$6 67	\$1 67
Flanged Reducers	18" x 12"	N/A	\$175 00	\$58 33	\$14 58
Flanged Reducers	12" x 8"	N/A	\$90 00	\$30 00	\$7 50
Flanged Reducers	8" x 6"	N/A	\$60 00	\$20 00	\$5 00
Eccentric Reducers	18" x 12"	N/A	\$175 00	\$58 33	\$14 58
Flanged X Camlock Reducers	8" x 6"	N/A	\$15 00	\$5 00	\$1 25
Flanged X Camlock Adapter	4"	N/A	\$6 00	\$2 00	\$0 50
Flanged X Camlock Adapter	6"	N/A	\$15 00	\$5 00	\$1 25
Victualic X HDPE Adapter	4"	N/A	\$10 00	\$3 33	\$0 83
Victualic X HDPE Adapter	6"	N/A	\$15 00	\$5 00	\$1 25
Victualic X HDPE Adapter	8"	N/A	\$25 50	\$8 50	\$2 13
Victualic X HDPE Adapter	12"	N/A	\$40 00	\$13 33	\$3 33
Flanged X Victualic Adapter	6"	N/A	\$25 00	\$8 33	\$2 08
Flanged X Victualic Adapter	8"	N/A	\$25 50	\$8 50	\$2 13
Flanged X Victualic Adapter	12"	N/A	\$40 00	\$13 33	\$3 33
HDPE X Flanged Adapter	4"	N/A	\$10 90	\$3 63	\$0 91
HDPE X Flanged Adapter	8"	N/A	\$15 00	\$5 00	\$1 25
HDPE X Flanged Adapter	12"	N/A	\$65 00	\$21 67	\$5 42
HDPE X Flanged Adapter	18"	N/A	\$90 00	\$30 00	\$7 50

Victaulic 'TEE'	8"	N/A	\$35 00	\$8 75	\$2 19
	12"	N/A	\$88 00	\$22 00	\$5 50
Flanged 'TEE'	12"	N/A	\$90 00	\$22 50	\$5 63
Flanged 'WYE'	12" X 12"	N/A	\$92 00	\$23 00	\$5 75
		Used for Pumps			
Plastic Spill Berm (For Pumps)	Small	CD 100, 150	\$190 00	\$47 50	\$11 88
Plastic Spill Berm (For Pumps)	Large	CD 225,300's	\$240 00	\$60 00	\$15 00
Plastic Spill Berm (For Pumps)	X-Large	CD400	\$280 00	\$70 00	\$17 50
Multiport Manifold	12" & 18"	Used For Discharge on Multiple Pumps	\$675 00	\$225 00	\$56 25
HDPE Suction Tubes	12"	Used for Suction Into Deep Conditions	\$146 25	\$48 75	\$12 19
HDPE 90°	4"	Used for Elbows in HDPE Bypass Pipe	\$4 00	\$1 33	\$0 33
HDPE 90°	8"	Used for Elbows in HDPE Bypass Pipe	\$38 00	\$12 67	\$3 17
HDPE 90°	12"	Used for Elbows in HDPE Bypass Pipe	\$68 00	\$22 67	\$5 67
HDPE 90°	18"	Used for Elbows in HDPE Bypass Pipe	\$90 00	\$30 00	\$7 50
Brass Gate	2-1/2"	N/A	\$5 00	\$1 67	\$0 42
Brass Gate	3"	N/A	\$7 25	\$2 42	\$0 60
Gate Valve	4"	N/A	\$50 00	\$16 67	\$4 17
Gate Valve	8"	N/A	\$54 00	\$18 00	\$4 50
Gate Valve	12"	N/A	\$94 00	\$31 33	\$7 83
Gate Valve	16"	N/A	\$125 00	\$41 67	\$10 42
Check Valve	4"	N/A	\$32 00	\$10 67	\$2 67
Check Valve	6"	N/A	\$55 00	\$18 33	\$4 58
Check Valve	8"	N/A	\$54 00	\$18 00	\$4 50
Check Valve	12"	N/A	\$94 00	\$31 33	\$7 83
High Flow Alarm (Horn/Strobe & Floats)	N/A	Used to Detect Flow Height & Surges	\$90 00	\$30 00	\$7 50
Saddles	8"	N/A	\$27 00	\$9 00	\$2 25
Saddles	12"	N/A	\$85 00	\$28 33	\$7 08
Saddles	18"	N/A	\$110 00	\$36 67	\$9 17
Air Vent (water only)	N/A		\$60 00	\$20 00	\$5 00
Stainless Steel Air Relief Vavles	N/A		\$200 00	\$66 67	\$16 67
Line Plugs	8"	Regular Plug	\$144 00	\$48 00	\$12 00
Line Plugs	12"	Regular Plug	\$180 00	\$60 00	\$15 00
Line Plugs	12" to 24"	Regular Plug	\$480 00	\$160 00	\$40 00
Line Plugs	15" to 30"	Regular Plug	\$630 00	\$210 00	\$52 50
Line Plugs	18" to 24"	Regular Plug	\$540 00	\$180 00	\$45 00
Line Plugs	20" to 36"	Regular Plug	\$720 00	\$240 00	\$60 00
Line Plugs	24" to 48"	Regular Plug	\$975 00	\$325 00	\$81 25
Line Plugs	36" to 60"	Regular Plug	\$1,620 00	\$540 00	\$135 00
Line Plugs	48" to 72"	Regular Plug	\$1,815 00	\$605 00	\$151 25
Line Plugs	60" to 96"	Regular Plug	\$2,970 00	\$990 00	\$247 50
Line Plugs	51" to 60"	Pillow Plug	\$1,560 00	\$520 00	\$130 00
Line Plugs	60"	Pillow Plug	\$1,710 00	\$570 00	\$142 50
Line Plugs	75" to 88"	Pillow Plug	\$1,800 00	\$600 00	\$150 00
Flow Thru Plug with 12" Flange	24" to 36"	Specialty Plug	\$740 00	\$246 67	\$61 67



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

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

1. **PREPARATION OF PROPOSAL:**
  - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals 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 proposal 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 proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal 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 *Request For Proposal* 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 Proposal confers no right of withdrawal after proposal due date and time
2. **INQUIRIES:** Any question related to the *Request For Proposal* 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 *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* 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 *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* 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 *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the *City of Peoria Procurement Code*. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal 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 proposal 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 proposal 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 *Request For Proposal*, 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 *Request For Proposal*, The City expressly reserves the right to:
    - (1) Waive any immaterial defect or informality or
    - (2) Reject any or all proposals, or portions thereof, or
    - (3) Reissue a *Request For Proposal*
  - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals 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 *Request For Proposal*, 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 Avenue  
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 specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

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

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who



## STANDARD TERMS AND CONDITIONS

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

provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire, floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all
- Waive the non-conformance.
  - Stop the work immediately.
  - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
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.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0082

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Bypass Pumping Equipment Rental.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.  
  
Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Term with Justifiable Price Adjustment Allowed Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Affirmative Action 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. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:
  - a. Proposal Content - the following items shall be addressed in the proposal submission.
    1. Understanding of the Scope of Work.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0082

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

- ii. Plan and Method of approach to accomplish the Scope of Work (Please include the type of equipment available in this section).
  - iii. Work plan and task schedule to accomplish the required Scope of Work (i.e. response times, etc.).
  - iv. Anticipated City involvement for successful completion of the required Scope of Work.
  - v. Experience from Similar Projects completed within the last five (5) years.
  - vi. Fee.
  - vii. References (Form located on page 19 of this RFP).
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- a. Project Understanding and Project Approach (to include work plan and city involvement)
  - b. Experience.
  - c. Fee
  - d. Conformance to Request for Technical Proposals.
13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **Shipping Terms:** Prices shall be *FOB Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0082

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

19. **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.
20. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
21. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs
22. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
23. **Payments:** The City shall pay the Contractor based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
24. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0082

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

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.

### 25 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.

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

#### b. Automobile Liability

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

#### c. Workers' Compensation

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

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

#### d. Professional Liability



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0082

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

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

- 26 **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.

- 27 **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.

28 **Independent Contractor:**

a. General

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

b. Liability

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

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



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0082

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

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.

29. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
  - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
30. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
31. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
  - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
32. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
33. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0082

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

all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

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

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

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

35. **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.

36. **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

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

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract,
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0082

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

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-compliant 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. Any other remedies as provided by law
38. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
39. **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
40. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor



# SCOPE OF WORK

Solicitation Number: P09-0082

## Materials Management Procurement

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

### 1. SCOPE

Contractor shall rent portable pumps and conveyance equipment to various divisions of the City of Peoria Public Works-Utilities Department on an as-needed basis. The portable pumps application will be for water and wastewater.

### 2. RENTAL EQUIPMENT

#### A. EQUIPMENT

Portable pumping equipment shall include both engine-driven and electrically powered pump, and associated piping, pipe attachments, hoses, and all other components necessary for liquid diversion. Required pump capacity will vary from 150 gallons per minute (GPM) to 20 million gallons per day (GPD). Provided equipment must be mechanically sound, regularly serviced, and reliable.

All materials, equipment, supplies, or products that come into contact with drinking water or drinking water treatment chemicals shall conform to American National Standards Institute standards 60 and/or 61 as evidenced by certification from either Underwriters Laboratories or NSF International. All equipment containing fuel, hydraulic fluid, or any other potentially hazardous substance shall be inside an approved secondary containment system to prevent the loss of fluids to the environment. Contractor will be responsible for the clean-up and disposal of any petroleum products or contaminated soil resulting from leaking equipment.

Equipment shall conform in all respects to the applicable Federal and State of Arizona Highway Department regulations, statutes, ordinance, laws for lights, safety, equipment, and emissions controls. Vehicles shall be in compliance with all applicable OSHA requirements.

#### B. LABOR

Contractor shall provide all labor necessary for the set-up/installation and tear-down/removal of rental equipment and components. In addition, Contractor is responsible for operations, maintenance and repairs, resulting from normal use, on all equipment rented by the City.

#### C. FUEL

Maintaining proper fuel level and refueling the of the equipment will be the responsibility of the contractor.

### 3. OPERATOR TRAINING

Contractor shall provide operator training at the job site upon delivery of the equipment, at no additional charge to the City, upon request. Up to 30 minutes of training shall be provided upon request by the City representative.

### 4. DELIVERY/PICK-UP

The city accepts deliveries Monday through Friday from 6:00 a.m. – 4:00 p.m. Any deliveries outside these hours must be coordinated with the Contract representative prior to delivery.

Upon completion of the rental, the City will notify the Contractor by phone, at which time the billing period must end. Contractor should pick-up equipment within 1 business day after notification. The City will not be responsible for additional fees for equipment which was not picked up in a



## SCOPE OF WORK

Solicitation Number: P09-0082

### Materials Management Procurement

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

timely fashion

5. **LEAD TIME**

- A. Standard delivery of rental of equipment shall be within three (3) business days.
- B. Emergency on-site delivery of rental equipment is required within three (3) hours

6. **INSURANCE**

The City of Peoria is self insured and will provide a certificate of insurance, if necessary, upon award of resultant agreement(s).

7. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:

a. Proposal Content - the following items shall be addressed in the proposal submission

- i. Understanding of the Scope of Work
- ii. Plan and Method of approach to accomplish the Scope of Work (Please include the type of equipment available in this section)
- iii. Work plan and task schedule to accomplish the required Scope of Work (i.e. response times, etc.).
- iv. Anticipated City involvement for successful completion of the required Scope of Work.
- v. Experience from Similar Projects completed within the last five (5) years.
- vi. Fee.
- vii. References (Form located on page 19 of this RFP).

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

- a. Project Understanding and Project Approach (to include work plan and city involvement)
- b. Experience.
- c. Fee.
- d. Conformance to Request for Technical Proposals



## QUESTIONNAIRE

Solicitation Number: P09-0082

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

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: City of Mesa  
Contact: Ross Renner  
Address: P.O. Box 1466  
Mesa, AZ 85211  
Phone: 480-644-2627
  
2. Company: City of Phoenix  
Contact: Blaine Robinson  
Address: 200 W. Washington St., 7th Floor  
Phoenix, AZ 85003  
Phone: 602-262-4709
  
3. Company: City of Tempe  
Contact: Mark Weber  
Address: 31 East 5th Street  
Tempe, AZ 85281  
Phone: 480-350-8526



## QUESTIONNAIRE

Solicitation Number: **P09-0082**

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

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

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

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