



CONTRACT AMENDMENT

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

Solicitation No. P12-0005A Page 1 of 1
 Description: Auto Parts
 Amendment No. Four (4) Date: 10/6/15

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/15. (LAST YEAR OF CONTRACT)

The New Contract Term Is: 12/01/15 to 11/30/16

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

	10-26-15	David Campbell	Lawson Auto Supply, Inc.	
Signature	Date	Typed Name and Title	Company Name	
10447 N. 83 rd Ave.		Peoria	AZ	85345
Address		City	State	Zip Code

Attested By:

 Rhonda Geriminsky,
 City Clerk

10-14-2015
 Director: Bill Mattingly, Public Works Director

Department Rep: Herman Koebergen, Fleet Manager

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



City Seal
 Copyright 2003
 City of Peoria, Arizona

CC Number
 ACON57311D
 Contract Number

The above referenced Contract Amendment is hereby Executed
 Nov 17, 2015 at Peoria, Arizona

 Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Christine Finney

Solicitation No. P12-0005A Page 1 of 1

Description: Auto Parts

Amendment No. Three (3) Date: 10/7/14

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/14.

The New Contract Term Is: 12/01/14 to 11/30/15

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

David Campbell 10-21-14

Signature

Date

David Campbell
Typed Name and Title

Lawson Auto Supply, Inc.
Company Name

10447 N. 83rd Ave.

Address

Peoria

City

AZ

State

85345

Zip Code

Attested By:

Rhonda Geriminsky
Rhonda Geriminsky,
City Clerk



City Seal

Copyright 2003 City of Peoria, Arizona

Official File

Rev (08.21.12)CF

Bill Mattingly 10-14-2014

Director: Bill Mattingly, Public Works Director

Department Rep: Herman Koebergen, Fleet Manager

CC Number

ACON57311C

Contract Number

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

The above referenced Contract Amendment is hereby Executed

Oct. 28, 2014, at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Manager

ACON57311C



CONTRACT AMENDMENT

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

Solicitation No P12-0005A Page 1 of 1
 Description Auto Parts
 Amendment No Two (2) Date 10/17/13

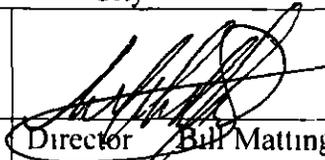
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/13

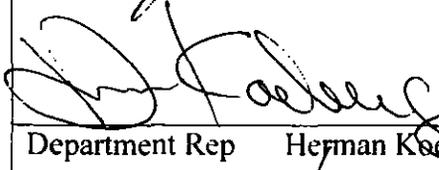
New Contract Term: 12/01/13 to 11/30/14

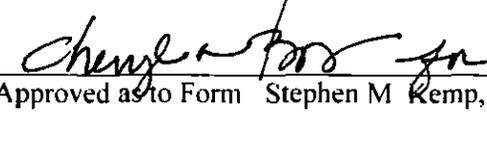
Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

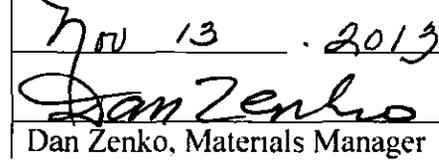
	11 6 13	David Campbell	Lawson Auto Supply, Inc	
Signature	Date	Typed Name and Title	Company Name	
10447 N 83 rd Ave		Peoria	AZ	85345
Address		City	State	Zip Code

Attested By
Rhonda Geriminsky
 Rhonda Geriminsky,
 City Clerk

 10 30 2013
 Director Bill Mattingly, Public Works Director


 Department Rep Herman Koebergen, Fleet Manager

CC Number
 ACON57311B
 Contract Number
 Approved as to Form  Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
 Nov 13 . 2013 . at Peoria, Arizona

 Dan Zenko, Materials Manager



City Seal
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 Official File



CONTRACT AMENDMENT

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

Solicitation No. P12-0005A Page 1 of 1
 Description: Auto Parts
 Amendment No. One (1) Date: 10/17/12

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/12.

New Contract Term: 12/01/12 to 11/30/13

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

	10-30-12	David Campbell	Lawson Auto Supply, Inc.	
Signature	Date	Typed Name and Title	Company Name	
10447 N. 83 rd Ave.		Peoria	AZ	85345
Address		City	State	Zip Code

Attested By:

 Linda Blas
 City Clerk



City Seal
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 Peoria, Arizona

CC Number
 ACON57311A
 Contract Number

Official File

Director: Bill Mattingly, Public Works Director

 Department Rep: Herman Koebgen, Fleet Manager

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

The above referenced Contract Amendment is hereby Executed
 November 6, 2012, at Peoria, Arizona

 Dan Zenko, Materials Management Supervisor

ORIGINAL



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P12-0005A**
Materials and/or Services: **Auto Parts**

Proposal Due Date: **September 28, 2011**
Proposal Time: **5:00 P.M. AZ Time**

Contact: **Christine Finney**

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

Phone: **(623) 773-7115**

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:

Telephone: 623-764-2041 Fax: 623-979-3100

Name: DAVE CAMPBELL

Email: NAPADAVE@COX.NET

LAWSON AUTO SUPPLY, INC.
Company Name

David Campbell
Authorized Signature for Offer

10447 N. 83 RD. AVE.
Address

DAVID S. CAMPBELL
Printed Name

PEORIA AZ 85345
City State Zip Code

SALES MGR.
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: Wanda Nelson
Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 01/22/2011

Approved as to form: [Signature]
Stephen M. Kemp, City Attorney



CC: _____

Contract Number: ACON 57311

Contract Awarded Date November 21, 2011

[Signature]
Dan Zenko, Materials Management Supervisor

Official File: _____

**P12-0005, Automotive Parts
Award Summary
Lawson (Napa)**

Fuel Filters				Lawson Auto Supply	
COP Item#	Description	Qty	U/M	Unit Price	Ext Price
563	Filter,Fuel 23296	7	EA	\$ 6.56	\$ 45.92
565	Filter, Fuel 3358	9	EA	\$ 4.47	\$ 40.23
1921	Filter, Fuel 3595	54	EA	\$ 5.23	\$ 282.42
1946	Filter, Fuel 3484	5	EA	\$ 7.04	\$ 35.20
1951	Filter, Fuel 3579	1	EA	\$ 6.64	\$ 6.64
2704	Filter,Fuel 3749	1	EA	\$ 9.24	\$ 9.24
2850	Filter, Fuel 3243	13	EA	\$ 6.65	\$ 86.45
2996	Filter, Fuel 3424	12	EA	\$ 8.24	\$ 98.88
3147	Filter, Fuel 3390	2	EA	\$ 4.23	\$ 8.46
3159	Filter, Fuel 3628	4	EA	\$ 11.05	\$ 44.20
565	Filter, Fuel 3358	9	EA	\$ 4.47	\$ 40.23
2974	Filter, Fuel 3406	3	EA	\$ 9.82	\$ 29.46
2816	Filter, Fuel 3626	6	EA	\$ 7.28	\$ 43.68
Total Fuel Filters					\$ 771.01

Trans Filters				Lawson Auto Supply	
COP Item#	Description	Qty	U/M	Unit Price	Ext Price
604	Filter, Trans 7740XE	29	EA	\$ 42.80	\$ 1,241.20
620	Filter, Trans 18098	34	EA	\$ 19.21	\$ 653.14
622	Filter, Trans 18590	1	EA	\$ 14.75	\$ 14.75
623	Filter, Trans 17975	2	EA	\$ 25.33	\$ 50.66
2982	Filter, Trans FT144	12	EA	\$ 25.33	\$ 303.96
Total Trans Filters					\$ 2,263.71

Mirrors				Lawson Auto Supply	
COP Item#	Description	Qty	U/M	Unit Price	Ext Price
387	Mirror 3.75 Spot, #12014	4	EA	\$ 1.56	\$ 6.24
388	Mirror Assembly, Chamcal 20100/13A	1	EA	\$ 8.51	\$ 8.51
392	8.5 inch Convex Mirror, Chamcal 10801/19S	6	EA	\$ 15.90	\$ 95.40
Total Mirrors					\$ 110.15

**P12-0005, Automotive Parts
Award Summary
Lawson (Napa)**

Oil Filters				Lawson Auto Supply	
COP Item#	Description	Qty	U/M	Unit Price	Ext Price
395	Filter, Oil 21036	1	EA	\$ 2.35	\$ 2.35
396	Filter, Oil 21040	20	EA	\$ 2.35	\$ 47.00
397	Filter, Oil 21060	1	EA	\$ 2.35	\$ 2.35
497	Filter, Oil 21348	17	EA	\$ 2.35	\$ 39.95
498	Filter, Oil 21372	516	EA	\$ 2.35	\$ 1,212.60
501	Filter, Oil 1459	2	EA	\$ 5.34	\$ 10.68
504	Filter, Oil 21516	44	EA	\$ 2.35	\$ 103.40
510	Filter, Oil 1660	11	EA	\$ 13.30	\$ 146.30
511	Filter, Oil 1734	5	EA	\$ 8.77	\$ 43.85
515	Filter, Oil 1791	24	EA	\$ 5.99	\$ 143.76
751	Filter, Oil 1792	16	EA	\$ 11.50	\$ 184.00
1922	Filter, Oil 7106	2	EA	\$ 6.07	\$ 12.14
2278	Filter, Oil 25122	64	EA	\$ 2.35	\$ 150.40
2352	Filter, Oil 21085	51	EA	\$ 2.35	\$ 119.85
2543	Filter, Oil 7746XD	22	EA	\$ 24.49	\$ 538.78
2611	Filter, Oil 1056	10	EA	\$ 4.68	\$ 46.80
2612	Filter, Oil 7312	10	EA	\$ 11.95	\$ 119.50
2613	Filter, Oil 21042	29	EA	\$ 3.24	\$ 93.96
2614	Filter, Oil 1512	9	EA	\$ 3.34	\$ 30.06
2655	Filter, Oil 1748XD	8	EA	\$ 25.38	\$ 203.04
2664	Filter, Oil 7203	7	EA	\$ 3.15	\$ 22.05
2741	Filter, Oil 1792XE	51	EA	\$ 16.39	\$ 835.89
2770	Filter, Oil 1637	19	EA	\$ 8.20	\$ 155.80
2852	Filter, Oil 7060	21	EA	\$ 2.88	\$ 60.48
2880	Filter, Oil 7182	11	EA	\$ 6.19	\$ 68.09
2883	Filter, Oil 7076	19	EA	\$ 4.52	\$ 85.88
2981	Filter, Oil FL2029	6	EA	\$ 7.76	\$ 46.56
3110	Filter, Oil 21334	1	EA	\$ 2.35	\$ 2.35
3112	Filter, Oil 7213	10	EA	\$ 13.78	\$ 137.80
3145	Filter, Oil 1344	2	EA	\$ 3.95	\$ 7.90
Total Oil Filters					\$ 4,673.57

**P12-0005, Automotive Parts
Award Summary
Lawson (Napa)**

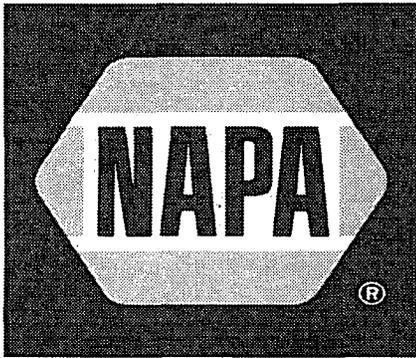
Air Filters				Lawson Auto Supply	
COP Item#	Description	Qty	U/M	Unit Price	Ext Price
578	Filter,Air 26077	3	EA	\$ 4.46	\$ 13.38
584	Filter, Air 21117	1	EA	\$ 7.60	\$ 7.60
586	Filter, Air 26134	67	EA	\$ 4.00	\$ 268.00
597	Filter, Air 26302	6	EA	\$ 5.56	\$ 33.36
641	Filter, Air 2226	132	EA	\$ 18.70	\$ 2,468.40
662	Filter, Air 2691	134	EA	\$ 61.68	\$ 8,265.12
686	Filter, Air 2433	4	EA	\$ 6.69	\$ 26.76
715	Filter, Air 6144	1	EA	\$ 6.34	\$ 6.34
727	Filter, Air 26418	85	EA	\$ 11.60	\$ 986.00
2041	Filter, Air 6596	20	EA	\$ 36.11	\$ 722.20
2050	Filter, Air 6648	2	EA	\$ 8.70	\$ 17.40
2190	Filter, Air 26253	2	EA	\$ 7.60	\$ 15.20
2191	Filter, Air 6472	2	EA	\$ 6.34	\$ 12.68
2234	Filter, Air 6569	22	EA	\$ 11.79	\$ 259.38
2246	Filter, Air 6562	26	EA	\$ 20.48	\$ 532.48
2259	Filter, Air 6556	75	EA	\$ 38.29	\$ 2,871.75
2280	Filter, Air 2488	48	EA	\$ 9.45	\$ 453.60
2298	Filter, Air 2725	3	EA	\$ 10.43	\$ 31.29
2463	Filter, Air 2487	5	EA	\$ 9.09	\$ 45.45
2487	Filter, Air 6573	3	EA	\$ 9.38	\$ 28.14
2544	Filter, Air 6665	4	EA	\$ 18.07	\$ 72.28
2545	Filter, Air 6664	4	EA	\$ 29.53	\$ 118.12
2615	Filter, Air 2013	19	EA	\$ 11.19	\$ 212.61
2616	Filter, Air 2484	7	EA	\$ 6.16	\$ 43.12
2617	Filter, Air 6804	32	EA	\$ 12.14	\$ 388.48
2618	Filter, Air 2731	6	EA	\$ 29.46	\$ 176.76
2619	Filter, Air 6153	4	EA	\$ 4.70	\$ 18.80
2620	Filter, Air 2845	5	EA	\$ 7.49	\$ 37.45

**P12-0005, Automotive Parts
Award Summary
Lawson (Napa)**

2627	Filter, Air 6449	8	EA	\$ 9.10	\$ 72.80
2648	Filter, Air 6459	3	EA	\$ 38.99	\$ 116.97
2649	Filter, Air 6458	2	EA	\$ 51.26	\$ 102.52
2679	Filter, Air 6924	1	EA	\$ 7.45	\$ 7.45
2721	Filter, Air 2843	4	EA	\$ 6.80	\$ 27.20
2848	Filter, Air 9136	10	EA	\$ 10.43	\$ 104.30
2849	Filter, Air 9883	24	EA	\$ 8.98	\$ 215.52
2881	Filter, Air 6433	16	EA	\$ 20.21	\$ 323.36
2882	Filter, Air 6429	16	EA	\$ 14.08	\$ 225.28
2960	Filter, Air 8115	4	EA	\$ 8.52	\$ 34.08
2979	Filter, Air 9779	6	EA	\$ 42.15	\$ 252.90
2983	Filter, Air 9429	6	EA	\$ 10.38	\$ 62.28
3111	Filter, Air 6270	1	EA	\$ 9.02	\$ 9.02
3113	Filter, Air 9910	12	EA	\$ 12.08	\$ 144.96
3114	Filter, Air 2812	10	EA	\$ 54.38	\$ 543.80
3146	Filter, Air 6270	2	EA	\$ 9.02	\$ 18.04
NA	Filter, Air 6573	48	EA	\$ 9.38	\$ 450.24
Total Air Filters					\$ 20,842.87

Batteries				Lawson Auto Supply	
COP Item#	Description	Qty	U/M	Unit Price	Ext Price
1844	Battery,12 Volt 603575 / 7586DT	19	EA	\$ 69.62	\$ 1,322.78
1845	Battery, Optima, N993478RED/3478DT	5	EA	\$ 164.90	\$ 824.50
2547	Battery, 12V # 8465	126	EA	\$ 94.44	\$ 11,899.44
2901	Battery, Group 31S, #7234	76	EA	\$ 39.15	\$ 2,975.40
2464	Battery, Lawn & Garden, Heavy Duty #8223	6	EA	\$ 33.07	\$ 198.42
2956	Battery, Colorado # 7586	13	EA	\$ 84.35	\$ 1,096.55
Total Batteries				\$	18,317.09

Lawson Grand Total: \$ 46,978.40



AUTO PARTS

LAWSON AUTO SUPPLY, INC
10447 N. 83RD. AVE.
PEORIA, AZ 85345

Phone #623-979-3363
Cell #623-764-2061
Fax #623-979-3100

Re: Solicitation Number P12-0005

Page 20

Item II. Proposal Content

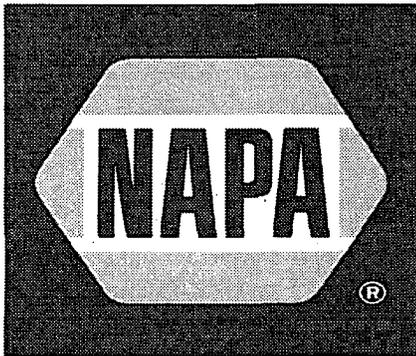
A. Method of Approach

To whom it may concern,

As an awarded vendor of this solicitation, we will receive orders via phone, fax, email, or on-line ordering. We will then make every attempt to order, procure, and deliver these items in a reasonable amount of time. This is typically within 24 hrs. Usually, same day service is achieved. We utilize four pick up runs into Phoenix every week day and an overnight delivery from our NAPA distribution center. Therefore, whether it is a normally stocked item or a special request, we can provide relatively speedy delivery to the City of Peoria.

We carry out these tasks using 5 different delivery vehicle including,

2005 Ford Ranger, 2008 Ford Ranger, 2011 Ford Ranger,
2012 Ford Ranger, 2006 Ford F150.



AUTO PARTS

LAWSON AUTO SUPPLY, INC
10447 N. 83RD. AVE.
PEORIA, AZ 85345

Phone #623-979-3363
Cell #623-764-2061
Fax #623-979-3100

Re: Solicitation Number P12-0005

Page 20

Item II. Proposal Content

B. Firm's & Staff's Experience,
Qualification's, & Assignments

To whom it may concern,

We started our NAPA store here in Peoria in 1962. We have been family owned and operated for the entire time. With a counter and phone staff of 6 parts specialists, we have over 135 years of auto and fleet parts experience combined. We all work as a team here at Lawson's to receive, order, and fill all parts orders and special requests.

Your dedicated service manager for this account will be David Scott Campbell. 623-764-2061. He has worked for our company for 30 yrs. And is ASE Parts certified. Has completed multiple parts, management, and sale training seminars, and is our outside sales representative.

[REDACTED]

Sincerely,
David Campbell



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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 within 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

9875 N. 85th Ave., 2nd Fl.
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 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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

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



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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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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.
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:



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

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

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



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Affirmative Action 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 & Submittal Requirements:** See Pages 20 - 21 for Proposal Format and Submittal Requirements for this solicitation.
11. **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. Method of Approach
 - B. Firm's & Staff's Experience, Qualifications, & Assignments
 - C. Price / Cost Considerations
 - D. Similar Experience / References
 - E. Conformance to Request for Proposals.

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



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12. **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.
13. **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 firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **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.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **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.
17. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
18. **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.
19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The



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Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

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

20. Required Insurance Coverage:

A. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

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

B. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

C. Workers' Compensation

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

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

D. Professional Liability



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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.

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

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

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

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

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

23. **Independent Contractor:**

A. General

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

B. Liability

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

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

C. Other Benefits

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



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24. **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.
- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
25. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.
26. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
27. **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.
28. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
29. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued.
 - B. Documentation from the manufacturer that names the replacement product or model.
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.



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- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
30. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
31. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
32. **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.
33. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department.
34. **Confidential Information:**
- A. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - B. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - C. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - D. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
35. **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.
36. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
37. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
38. **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



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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 contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date
39. **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.
40. **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.
41. **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.
42. **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.



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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 combination of the above or any other remedies as provided by law.
2. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.
3. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

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



SCOPE OF WORK

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I. Background

The City of Peoria is soliciting proposals for the supply of commonly used automotive parts that covers the maintenance needs for the City's vehicle fleet. It is estimated that the City's total annual purchase for contracted automotive parts will be approximately \$75,000.00. Offerors are reminded that this figure is an estimate only and actual requirements may vary. OEM parts and/or non-contracted parts will be purchased on an as-needed basis.

II. General Requirements

- a. Contractor shall have at least five years of experience in providing automotive parts on an on-demand basis to multiple sites.
- b. All external parts such as mud flaps shall have no brand names painted, printed, molded, etc on them.
- c. All supplies provided by the contractor shall conform in strength, quality of material and workmanship to the highest recognized industry standards.
- d. The vendor shall be required to deliver all automotive parts and supplies to the City of Peoria Inventory Control (Fleet Parts Room) located at the Municipal Operation Center (MOC) 8850 N. 79th Avenue, Peoria, AZ 85345.
 - i. Parts the Contractor lists on the Price Sheets contained in this contract shall be delivered by the next working day after they are requested.
 - ii. Items contained in the Contractor's catalog of parts that the Contractor currently has available in its inventory, but not listed on the above referenced Price Sheets, shall be delivered within one hour after they are requested by City staff, during the hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding recognized City holidays.
 - iii. Items contained in the Contractor's catalog of parts but not currently available in its local inventory, but are available from other local sources, shall be delivered within at least 4 hours after they are requested.
 - iv. All unit prices quoted shall be inclusive of all freight, cores and handling charges.

III. Method of Invoicing

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

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



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IV. Materials Receipt

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

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

V. Obsolete or Slow Moving Parts Return

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

VI. Warranty

Each offer shall provide a one-year warranty/guarantee against defects in materials, workmanship and/or performance for all items. Warranty applicable from date of installation and not date of purchase. All warranty items shall be exchanged one for one.

VII. Parts Exchange

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

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



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Contractor shall issue separate credit memo, (or check, at the City's discretion) for all returned parts. The City shall not be obligated to accept exchange parts as credit in full at time of return.

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

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

The parts lines listed below are considered commonly used:

<u>Item No.</u>	<u>Description</u>	<u>Acceptable Manufacturers</u>
1.	Spark plugs	Champion AC, Autolite or equal
2.	Oil seals	National, CR or equal
3.	Miniature and seal beam bulbs	GE, Wagner or equal
4.	Automotive ball and roller bearings	Any
5.	Auto and truck glass (material and labor)	Any
6.	Delco Remy electrical parts	Delco Remy or equal
7.	Battery cables, wire sets and their miscellaneous terminals and accessories to include moisture resistant terminals with heat shrink tubing	Borge Warner, Belden or equal (Product lines offering "Universal" sets only will not be acceptable.)
8.	Hydraulic hose fittings and related parts (Reusable and crimp type fittings) (Must stock SAE 100R12 hose and matching fittings); air, paint hoses, (crimp type fittings and miscellaneous related parts)	Weatherhead (NOTE: City owns Weatherhead crimping machines)
9.	Bendix-Westinghouse air brake and compressor Parts	Bendix-Westinghouse
10.	Belts and hoses	Gates, Dayco, Goodyear or equal
11.	Replacement parts for Grote reflectors, mirrors and lights	Grote or equal
12.	Brake parts	Wagner, Bendix or equal
13.	Lined brake shoes and disc pad sets (OEM type) for passenger cars and light trucks; submit pricing for both asbestos and non-asbestos. All shoes and pads must be non-asbestos if Available.	Raybestos, Bendix, Wagner, or equal



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<u>Item No.</u>	<u>Description</u>	<u>Acceptable Manufacturers</u>
14.	Clutches: new and remanufactured, domestic and imported. Includes weekly pick-up and exchange of cores at Auto Stores.	Borg Warner, Perfection
15.	Air conditioning parts: Automotive, truck industrial	Everco, Frigette, Delco
16.	Filters: Automotive, truck, industrial: air, fuel, oil, hydraulic, transmission, coolant	Fram, Fleetguard, Champion, AC Delco, NAPA or equal
17.	U-joints and PTO Driveline parts	Spicer, Rockwell, or equal
18.	Radiator, oil and gas caps, thermostats	Stant or equal
19.	Heavy duty brake and axle parts	Balco, Rockwell, or equal
20.	Heavy duty hub and pinion seals	Stemco, or equal
21.	Air brake chambers	Anchorlock, MGM, or equal
22.	Water pumps: new passenger cars and light trucks	Airtex, TRW or equal
23.	Fuel-pumps: new passenger cars and light trucks	Airtex, Carter or equal
24.	Chassis parts for passenger cars and light trucks	Moog, Prefect Circle or equal
25.	Cole Hersee: Auto and truck electrical parts	Cole Hersee or equal
26.	Dorman products: Miscellaneous automotive hardware	Dorman or equal
27.	Windshield wiper products: Blades, refills, arms and pumps	ANCO, Trico or equal
28.	Heavy duty brake lining, drums, components and service to include drum tuning and brake relining. Service may include supply of brake drum, studs, hardware, bearings and/or seals to complete job.	Raybestos, Abex, Carlisle, Bendix, Wagner, Rockwell or equal.



SUBMITTAL REQUIREMENTS

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I. PROPOSAL FORMAT

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in the Request for Proposal.

II. PROPOSAL CONTENT - The vendor's proposal shall include the following.

A. Method of Approach:

- Vendor shall demonstrate an understanding of the scope of work and present a proposed method of satisfying the requirements of the scope of work, as specified herein on a point-by-point basis.
- The method of approach should include a written narrative to demonstrate the vendor's ability to satisfy the scope of work. The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action.
- Provide firm's applicable certifications and licenses
- Provide any options or value-added your company can provide.
- Compliance with all Federal and State requirements.
- List of Subcontractors (if any): Provide a list of subcontractors (for services/equipment/labor, etc) being proposed for the contract. A list of three references for each of the proposed subcontractors should also be supplied. If the vendor intends to subcontract for any services, it shall provide copies of existing contracts or sample contracts it will use. The vendor also shall provide justification for why these subcontractors will be used and a description of the selection process.
- List of Equipment: Supply the make & model of equipment proposed for use (i.e. delivery trucks). Attach list if necessary.

B. Firm's & Staff's Experience, Qualifications, & Assignments

- Provide a brief history of the company and its experience
- Indicate number of staff that will be available for this contract
- Include a staffing plan and information on those individuals that will be assigned to work with the City of Peoria including a description of their experience.
- Identify one dedicated service manager and his/her qualifications, including but not limited to years employed with the company, experience, and training.
- Include individual qualifications, certifications, and background checking information.

C. Price / Cost Considerations

- Complete Price Sheet, **Pages 22-34.**

D. Similar Experience / References:

- References - Provide a list of three (3) clients similar in size (and scope) as the City of Peoria.
- Vendor shall utilize questionnaire on **Page 35.**
- Attach letters of recommendation, if any.

E. Conformance to RFP:

- Failure to provide all requested information may result in vendor's proposal being rejected as non-responsive.
- Complete and return all City forms.
- Exceptions – Any exceptions to any part of the RFP must be clearly noted and identified on **Page 36.**



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III. 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. Method of Approach
- B. Firm's & Staff's Experience, Qualifications, & Assignments
- C. Price / Cost Considerations
- D. Similar Experience / References
- E. Conformance to Request for Proposals.

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

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on September 28, 2011.

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

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

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package as shown below:

Company Name
Company Address
RFP#: P12-0005, Auto Parts

All questions regarding this RFP should be in writing and directed to Christine Finney, Buyer via E-mail at Christine.Finney@PeoriaAZ.gov or Fax at (623) 773-7118.

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

Lawson



PRICE SHEET

Solicitation Number: P12-0005

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Oil Filters

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
395	Filter, Oil 21036	1	EA	\$ <u>2.35</u>	\$ <u>2.35</u>
396	Filter, Oil 21040	20	EA	\$ <u>2.35</u>	\$ _____
397	Filter, Oil 21060	1	EA	\$ <u>2.35</u>	\$ <u>2.35</u>
497	Filter, Oil 21348	17	EA	\$ <u>2.35</u>	\$ _____
498	Filter, Oil 21372	516	EA	\$ <u>2.35</u>	\$ _____
501	Filter, Oil 1459	2	EA	\$ <u>5.34</u>	\$ _____
504	Filter, Oil 21516	44	EA	\$ <u>2.35</u>	\$ _____
510	Filter, Oil 1660	11	EA	\$ <u>13.30</u>	\$ _____
511	Filter, Oil 1734	5	EA	\$ <u>8.77</u>	\$ _____
515	Filter, Oil 1791	24	EA	\$ <u>5.99</u>	\$ _____
751	Filter, Oil 1792	16	EA	\$ <u>11.50</u>	\$ _____
1922	Filter, Oil 7106	2	EA	\$ <u>6.07</u>	\$ _____
2278	Filter, Oil 25122 <i>CORRECT PART # 21522</i>	64	EA	\$ <u>2.35</u>	\$ _____
2352	Filter, Oil 21085	51	EA	\$ <u>2.35</u>	\$ _____
2543	Filter, Oil 7746XD	22	EA	\$ <u>21.99</u>	\$ _____
2611	Filter, Oil 1056	10	EA	\$ <u>4.68</u>	\$ _____
2612	Filter, Oil 7312	10	EA	\$ <u>11.95</u>	\$ _____
2613	Filter, Oil 21042	29	EA	\$ <u>3.24</u>	\$ _____
2614	Filter, Oil 1512	9	EA	\$ <u>3.34</u>	\$ _____
2655	Filter, Oil 1748XD	8	EA	\$ <u>25.38</u>	\$ _____
2664	Filter, Oil 7203	7	EA	\$ <u>3.15</u>	\$ _____
2741	Filter, Oil 1792XE	51	EA	\$ <u>16.39</u>	\$ _____



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2770	Filter, Oil 1637	19	EA	\$ <u>8.20</u>	\$ _____
2852	Filter, Oil 7060	21	EA	\$ <u>2.88</u>	\$ _____
2880	Filter, Oil 7182	11	EA	\$ <u>6.19</u>	\$ _____
2883	Filter, Oil 7076	19	EA	\$ <u>4.52</u>	\$ _____
2981	Filter, Oil FL2029 NAPA PART # 721A	6	EA	\$ <u>7.76</u>	\$ _____
3110	Filter, Oil 21334	1	EA	\$ <u>2.35</u>	\$ _____
3112	Filter, Oil 7213	10	EA	\$ <u>13.78</u>	\$ _____
3145	Filter, Oil 1344	2	EA	\$ <u>3.95</u>	\$ _____
Subtotal					\$ _____
Tax Rate (_____ %)					\$ _____
Total					\$ _____

Mirrors

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
387	Mirror 3.75 Spot, #12014 NAPA PART # 7044D	4	EA	\$ <u>1.56</u>	\$ _____
388	Mirror Assembly, Chamcal 20100/13A NAPA PART # 97860	1	EA	\$ <u>8.51</u>	\$ _____
392	8.5 inch Convex Mirror, Chamcal 10801/19S NAPA PART # 97803	6	EA	\$ <u>15.90</u>	\$ _____
Subtotal					\$ _____
Tax Rate (_____ %)					\$ _____
Total					\$ _____

Miscellaneous

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
2847	Gas Cap, Crown Vic # 703-1718	6	EA	\$ <u>11.91</u>	\$ _____
2976	Gas Cap, Ford # 7031629	15	EA	\$ <u>12.09</u>	\$ _____
2342	Band Clamp 4", #733-5976	2	EA	\$ <u>4.32</u>	\$ _____
2903	5" Band Clamp # TES500 NAPA PART # 733-5975	9	EA	\$ <u>10.34</u>	\$ _____
828	Short Mud Flap, Antisail, 817-2028 (no logos) NAPA PART # 823-5092	24	EA	\$ <u>14.44</u>	\$ _____



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952	Long Mud Flap, Antisail, #817-2029 (no logos) NAPA PART # 823-5093	18	EA	\$ 15.48	\$
1891	Mud Flap, White, # 823-5054 (no logos) NAPA PART # 243614WP1/2	6	EA	\$ 20.92	\$
				Subtotal	\$
				Tax Rate (%)	\$
				Total	\$

Brakes & Rotors

COR Item#	Description	Qty	U/M	Unit Price	Ext Price
169	Park knob,KN20901	3	EA	\$ 8.12	\$
173	Brake Diaphragm # DP24L	10	EA	\$ 3.61	\$
174	Brake Diaphragm #18300 NAPA PART # DP30	5	EA	\$ 3.42	\$
175	Spring Brake Asm. # MC3030B.	3	EA	\$ 60.35	\$
188	Air Govn,D2, # H284358	22	EA	\$ 11.65	\$
2759	Brake Diaphragm #DP30L	12	EA	\$ 6.32	\$
2972	Parking Brake Valve, # KN20021	3	EA	\$ 26.74	\$
3009	Hub Plug, # 3595990	6	EA	\$ 3.46	\$
3134	Rotor & Pad Kit, Front 2003-2010 #SD88011KT1 NAPA PART # SD880110KT1	6	EA	\$ 238.70	\$
3135	Rotor & Pad Kit, Rear 2007-2010 #SD88011KT2 NAPA PART # SD880129KT2	1	EA	\$ 160.78	\$
2723	Rear Rotor, Expedition #880106	2	EA	\$ 69.38	\$
2724	Front Rotor, Expedition #880105	2	EA	\$ 82.44	\$
2854	Front Rotors, Impala # 86641	7	EA	\$ 59.42	\$
2513	Brake Pads # UP7834M	71	EA	\$ 50.00	\$
2514	Brake Pads # UP7835M	23	EA	\$ 48.82	\$
2623	Brake Pads #UP7339M	12	EA	\$ 48.85	\$
2624	Brake Pads #UP7837M	3	EA	\$ 62.95	\$
2625	Brake Pads #UP7838M	4	EA	\$ 55.08	\$



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2626	Brake Pads #UP7558M	4	EA	\$ <u>55.25</u>	\$
2739	Brake Shoes, Rear # UP10815	3	EA	\$ <u>52.13</u>	\$
2745	Rear Brake pads # UP8292M	3	EA	\$ <u>49.88</u>	\$
2626	Brake Pads, Front F150 #UP7558M	4	EA	\$ <u>55.85</u>	\$
2725	Brake Pads, Front Charger # PGD1058C NAPA PART # UP7965X	1	EA	\$ <u>81.13</u>	\$
2727	Brake Pads, Front Impala # UP7574M	3	EA	\$ <u>56.16</u>	\$
2728	Brake Pads, Rear Impala # UP7387A	1	EA	\$ <u>53.70</u>	\$
2738	Front Brake Pads # PR1039C, Chevy Colorado NAPA PART # UP7943X	14	EA	\$ <u>57.28</u>	\$
2851	Front Brake Pads, F-250 # UP7625M	1	EA	\$ <u>49.90</u>	\$
2861	Rear Brake Pads, 07-08 Crown Vic # UP7944X	2	EA	\$ <u>49.52</u>	\$
2961	Front & Rear Brake Pads, F550 # UP7644M	3	EA	\$ <u>57.67</u>	\$
2962	Front Brake Pads, Crusader # UP7535M	3	EA	\$ <u>52.91</u>	\$
2963	Rear Brake Pads, Crusader # UP7299M	2	EA	\$ <u>79.01</u>	\$
2964	Front Brake Pads, 08 Colorado # SS7943X	3	EA	\$ <u>42.13</u>	\$
2965	Rear Brake Pads, 08 Colorado # UP10815	2	EA	\$ <u>52.13</u>	\$
2966	Front Brake Pads, F150# UP7915M	6	EA	\$ <u>47.63</u>	\$
2967	Rear Brake Pads, F150# UP7916M	8	EA	\$ <u>47.77</u>	\$
2968	Front Brake Pads, 08 F250 # UP7974M	5	EA	\$ <u>56.66</u>	\$
2969	Rear Brake Pads, 08 F250 # UP7973M	3	EA	\$ <u>49.73</u>	\$
2970	Front Brake Pads, 08 Expedition # UP8394M	9	EA	\$ <u>73.89</u>	\$
2971	Rear Brake Pads, 08 Expedition # UP8395M	5	EA	\$ <u>51.82</u>	\$
3047	Rear Brake Pad # UP7973AM	2	EA	\$ <u>48.61</u>	\$
NA	Front Brake Pads, Crusader # UP8440M	2	EA	\$ <u>56.92</u>	\$



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NA	Front Brake Pads, Tahoe # UP8472X	2	EA	\$ 61.99	\$
NA	Rear Brake Pads, Tahoe # UP8312X	1	EA	\$ 48.54	\$
Subtotal					\$
Tax Rate (_____ %)					\$
Total					\$

Batteries

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
1844	Battery, 12 Volt 603575 / 7586DT NAPA PART # 653575	19	EA	\$ 64.62	\$
1845	Battery, Optima, N993478RED/3478DT	5	EA	\$ 164.90	\$
2547	Battery, 12V # 8465	126	EA	\$ 99.44	\$
2901	Battery, Group 31S, #7234	76	EA	\$ 139.15	\$
2464	Battery, Lawn & Garden, Heavy Duty #8223	6	EA	\$ 33.07	\$
2956	Battery, Colorado # 7586	13	EA	\$ 84.35	\$
Subtotal					\$
Tax Rate (_____ %)					\$
Total					\$

Belts

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
5	Belt, Serpentine 25-080726	5	EA	\$ 39.29	\$
1952	Belt, Serpentine 25-060960	8	EA	\$ 30.54	\$
2187	Belt, Serpentine 25-060919	1	EA	\$ 28.74	\$
2466	Serpentine Belt #25-061000	6	EA	\$ 22.73	\$
2622	Serpentine Belt #25-060908	1	EA	\$ 25.62	\$
2742	Serpentine Belt #25-060923	31	EA	\$ 35.47	\$
2722	Serpentine Belt #25-061005	10	EA	\$ 27.11	\$
2890	Serpentine Belt #25-061031	15	EA	\$ 31.09	\$



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2957	Serpentine Belt #25-060915	9	EA	\$ <u>35.08</u>	\$ _____
2911	Serpentine Belt #25-060539	10	EA	\$ <u>17.73</u>	\$ _____
2959	Serpentine Belt #25-060806	12	EA	\$ <u>29.08</u>	\$ _____
2500	Serpentine Belt #25-9412HD	10	EA	\$ <u>15.23</u>	\$ _____
3104	Serpentine Belt #25-080702	2	EA	\$ <u>26.86</u>	\$ _____
3105	Serpentine Belt #25-060495	1	EA	\$ <u>16.76</u>	\$ _____
3007	Serpentine Belt #25-080605	2	EA	\$ <u>33.62</u>	\$ _____
3102	Serpentine Belt #25-080926	12	EA	\$ <u>39.17</u>	\$ _____
Subtotal					\$ _____
Tax Rate (_____ %)					\$ _____
Total					\$ _____

Air Filters

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
578	Filter, Air 26077	3	EA	\$ <u>4.46</u>	\$ _____
584	Filter, Air 21117 NAPA PART # 26117	1	EA	\$ <u>7.60</u>	\$ _____
586	Filter, Air 26134	67	EA	\$ <u>4.00</u>	\$ _____
597	Filter, Air 26302	6	EA	\$ <u>5.56</u>	\$ _____
641	Filter, Air 2226	132	EA	\$ <u>18.70</u>	\$ _____
662	Filter, Air 2691	134	EA	\$ <u>6.68</u>	\$ _____
686	Filter, Air 2433	4	EA	\$ <u>6.69</u>	\$ _____
715	Filter, Air 6144	1	EA	\$ <u>6.34</u>	\$ _____
727	Filter, Air 26418	85	EA	\$ <u>11.60</u>	\$ _____
2041	Filter, Air 6596	20	EA	\$ <u>36.11</u>	\$ _____
2050	Filter, Air 6648	2	EA	\$ <u>8.70</u>	\$ _____
2190	Filter, Air 26253	2	EA	\$ <u>7.60</u>	\$ _____



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2191	Filter, Air 6472	2	EA	\$ <u>6.34</u>	\$ _____
2234	Filter, Air 6569	22	EA	\$ <u>11.79</u>	\$ _____
2246	Filter, Air 6562	26	EA	\$ <u>20.48</u>	\$ _____
2259	Filter, Air 6556	75	EA	\$ <u>38.29</u>	\$ _____
2280	Filter, Air 2488	48	EA	\$ <u>9.45</u>	\$ _____
2298	Filter, Air 2725	3	EA	\$ <u>10.43</u>	\$ _____
2463	Filter, Air 2487	5	EA	\$ <u>9.09</u>	\$ _____
2487	Filter, Air 6573	3	EA	\$ <u>9.38</u>	\$ _____
2544	Filter, Air 6665	4	EA	\$ <u>18.07</u>	\$ _____
2545	Filter, Air 6664	4	EA	\$ <u>29.53</u>	\$ _____
2615	Filter, Air 2013	19	EA	\$ <u>11.19</u>	\$ _____
2616	Filter, Air 2484	7	EA	\$ <u>6.16</u>	\$ _____
2617	Filter, Air 6804	32	EA	\$ <u>12.14</u>	\$ _____
2618	Filter, Air 2731	6	EA	\$ <u>29.46</u>	\$ _____
2619	Filter, Air 6153	4	EA	\$ <u>4.70</u>	\$ _____
2620	Filter, Air 2845	5	EA	\$ <u>7.49</u>	\$ _____
2627	Filter, Air 6449	8	EA	\$ <u>9.10</u>	\$ _____
2648	Filter, Air 6459	3	EA	\$ <u>38.99</u>	\$ _____
2649	Filter, Air 6458	2	EA	\$ <u>51.26</u>	\$ _____
2679	Filter, Air 6924	1	EA	\$ <u>7.45</u>	\$ _____
2721	Filter, Air 2843	4	EA	\$ <u>6.80</u>	\$ _____
2848	Filter, Air 9136	10	EA	\$ <u>10.43</u>	\$ _____
2849	Filter, Air 9883	24	EA	\$ <u>8.98</u>	\$ _____
2881	Filter, Air 6433	16	EA	\$ <u>20.21</u>	\$ _____



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2882	Filter, Air 6429	16	EA	\$ <u>14.08</u>	\$ _____
2960	Filter, Air 8115 NAPA PART # 9115	4	EA	\$ <u>8.52</u>	\$ _____
2979	Filter, Air 9779	6	EA	\$ <u>42.15</u>	\$ _____
2983	Filter, Air 9429	6	EA	\$ <u>10.38</u>	\$ _____
3111	Filter, Air 6270	1	EA	\$ <u>9.02</u>	\$ _____
3113	Filter, Air 9910	12	EA	\$ <u>12.08</u>	\$ _____
3114	Filter, Air 2812	10	EA	\$ <u>51.38</u>	\$ _____
3146	Filter, Air 6270	2	EA	\$ <u>9.02</u>	\$ _____
NA	Filter, Air 6573	48	EA	\$ <u>9.38</u>	\$ _____
Subtotal					\$ _____
Tax Rate (_____ %)					\$ _____
Total					\$ _____

Fuel Filters

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
563	Filter, Fuel 23296	7	EA	\$ <u>6.56</u>	\$ _____
565	Filter, Fuel 3358	9	EA	\$ <u>4.47</u>	\$ _____
1921	Filter, Fuel 3595	54	EA	\$ <u>5.23</u>	\$ _____
1946	Filter, Fuel 3484	5	EA	\$ <u>7.04</u>	\$ _____
1951	Filter, Fuel 3579	1	EA	\$ <u>6.64</u>	\$ _____
2704	Filter, Fuel 3749	1	EA	\$ <u>9.24</u>	\$ _____
2850	Filter, Fuel 3243	13	EA	\$ <u>6.65</u>	\$ _____
2996	Filter, Fuel 3424	12	EA	\$ <u>8.24</u>	\$ _____
3147	Filter, Fuel 3390	2	EA	\$ <u>4.23</u>	\$ _____
3159	Filter, Fuel 3628	4	EA	\$ <u>11.05</u>	\$ _____
565	Filter, Fuel 3358	9	EA	\$ <u>4.47</u>	\$ _____



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2974	Filter, Fuel 3406	3	EA	\$ <u>9.82</u>	\$ _____
2816	Filter, Fuel 3626	6	EA	\$ <u>7.28</u>	\$ _____
Subtotal					\$ _____
Tax Rate (_____ %)					\$ _____
Total					\$ _____

Lighting Products					
COR Item#	Description	Qty	U/M	Unit Price	Ext Price
422	Sealed Beam, #4411	5	EA	\$ <u>5.99</u>	\$ _____
429	Sealed Beam, #H4656	20	EA	\$ <u>5.29</u>	\$ _____
431	Sealed Beam, #6014	15	EA	\$ <u>4.27</u>	\$ _____
432	Sealed Beam, #H6054	3	EA	\$ <u>7.86</u>	\$ _____
438	Headlamp Bulb, #9007	16	EA	\$ <u>5.71</u>	\$ _____
439	Work Lamp, #64931	5	EA	\$ <u>8.91</u>	\$ _____
440	Flood Lamp, Rectangular, #V503HF NAPA PART # 610WD	5	EA	\$ <u>18.54</u>	\$ _____
458	Sealed Red Lamp, #52772-3 NAPA PART # 40202R1	24	EA	\$ <u>4.68</u>	\$ _____
459	Tail Grommet, 91740 GROTE NAPA PART # 40700	5	EA	\$ <u>1.37</u>	\$ _____
460	Sealed Clear Lamp Assembly, #M-415 NAPA PART # 40204	4	EA	\$ <u>5.15</u>	\$ _____
465	Sealed Red Lamp, 2", 30200RP NAPA PART # 30200R	6	EA	\$ <u>1.86</u>	\$ _____
466	Amber Lamp, 2.5", #45833-3 NAPA PART # 10202Y	12	EA	\$ <u>1.77</u>	\$ _____
467	Sealed Red Lamp, 2.5", #45832-3 NAPA PART # 10202R	10	EA	\$ <u>1.77</u>	\$ _____
475	Light Assembly, 60202RP NAPA PART # 60202R	7	EA	\$ <u>5.61</u>	\$ _____
476	Reflector, Stick-On Red, #40052-3 NAPA PART # 47-3	5	EA	\$ <u>.68</u>	\$ _____
479	Strobe Lamp ASM, 12 Volt #2012HPA	21	EA	\$ <u>118.00</u>	\$ _____
2185	Spotlight Handle, #730-9534	8	EA	\$ <u>39.60</u>	\$ _____
2256	Pigtail, 2-Wire, 94902	3	EA	\$ <u>1.33</u>	\$ _____



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2281	Strobe Clear Lamp, #S30HACP	45	EA	\$ <u>70.00</u>	\$ _____
2488	Signal Lamp Front/side amber 60215Y	2	EA	\$ <u>6.22</u>	\$ _____
2511	Bulb, 24 volt halogen lamp #H83135211 NAPA PART # HELH83135211	2	EA	\$ <u>5.91</u>	\$ _____
2512	Light Grommet, Open Back #10700-3	4	EA	\$ <u>1.13</u>	\$ _____
2610	Pigtail, 3 Prong Stop & Turn #94926	1	EA	\$ <u>1.06</u>	\$ _____
2654	HELLA 56W FOG/LIGHT BULB #H83115001 NAPA PART # HELH83115001	7	EA	\$ <u>3.51</u>	\$ _____
2735	Halogen Headlight Bulb # BP9006 NAPA PART # 9006	10	EA	\$ <u>5.33</u>	\$ _____
2756	12 Volt Halogen bulb #H83135111 NAPA PART # HELH83135111	3	EA	\$ <u>6.30</u>	\$ _____
2760	LED TURN SIGNAL LAMP (YELLOW) # 60290Y	5	EA	\$ <u>56.05</u>	\$ _____
2855	Turn Signal Grommet, Refuse Trucks # 50-60700-3 NAPA PART # 60700	9	EA	\$ <u>1.36</u>	\$ _____
2867	LED Adapter Refuse Trucks # 94706	3	EA	\$ <u>3.51</u>	\$ _____
2975	Add A Fuse Kit # 7822226	6	EA	\$ <u>21.06</u>	\$ _____
2977	License Plate Light # 263301	2	EA	\$ <u>3.85</u>	\$ _____
2978	LED Red Round Brake Light, Refuse Trucks # NAPA PART # 44302R	3	EA	\$ <u>15.98</u>	\$ _____
2995	Headlight Bulb, Expedition # 9008	10	EA	\$ <u>10.99</u>	\$ _____
3000	RED TAIL LIGHT, ELGIN # 45202R	1	EA	\$ <u>8.54</u>	\$ _____
3030	Spot Light Lamp Kit, PD Vehicle # U7682 NAPA PART # 730-4736	7	EA	\$ <u>54.00</u>	\$ _____
3109	Amber Light # 40202Y	1	EA	\$ <u>5.45</u>	\$ _____
3132	LED Red Light # 30250R	1	EA	\$ <u>6.12</u>	\$ _____
3133	Cab Marker Lamp # 25742Y NAPA PART # 27762Y	5	EA	\$ <u>3.52</u>	\$ _____
3144	High Beam Headlight, # H4651	3	EA	\$ <u>5.27</u>	\$ _____
				Subtotal	\$ _____
				Tax Rate (_____ %)	\$ _____
				Total	\$ _____



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Trans Filters

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
604	Filter, Trans 7740XE	29	EA	\$ <u>42.80</u>	\$ _____
620	Filter, Trans 18098	34	EA	\$ <u>19.21</u>	\$ _____
622	Filter, Trans 18590 NAPA PART # 1-7590	1	EA	\$ <u>14.75</u>	\$ _____
623	Filter, Trans 17975	2	EA	\$ <u>25.33</u>	\$ _____
2982	Filter, Trans FT144 NAPA PART # 1-7975	12	EA	\$ <u>25.33</u>	\$ _____
Subtotal					\$ _____
Tax Rate (_____ %)					\$ _____
Total					\$ _____

Wipers

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
757	Wiper Blade, ANCO, #31-16 NAPA PART # NB16	13	EA	\$ <u>3.19</u>	\$ _____
759	Wiper Blade, ANCO, #31-18 NAPA PART # NB18	53	EA	\$ <u>3.19</u>	\$ _____
760	Wiper Blade, ANCO, #31-20 NAPA PART # NB20	124	EA	\$ <u>3.19</u>	\$ _____
761	Wiper Blade, ANCO, #31-22 NAPA PART # NB22	126	EA	\$ <u>3.19</u>	\$ _____
2714	Wiper Blade, ANCO, #57-10 NAPA PART # 60-2066	2	EA	\$ <u>13.04</u>	\$ _____
2933	Wiper Blade, ANCO, #91-28 NAPA PART # 60-2840	18	EA	\$ <u>17.09</u>	\$ _____
Subtotal					\$ _____
Tax Rate (_____ %)					\$ _____
Total					\$ _____

Chemicals

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
797	Starting Fluid, Ether, #SFR11 NAPA PART # 7216	20	EA	\$ <u>2.13</u>	\$ _____
798	Battery Cleaner, # 1072	6	EA	\$ <u>4.09</u>	\$ _____
799	Carb/Choke Cleaner, # 72414 NAPA PART # 8700	31	EA	\$ <u>1.99</u>	\$ _____
800	Washer Solvent, #WSW12	106	EA	\$ <u>1.89</u>	\$ _____



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801	Engine Degreaser, Gunk #EB1 NAPA PART # 6200	75	EA	\$ 2.49	\$
802	Spray Lithium Grease # 1066	6	EA	\$ 3.61	\$
803	Silicone Spray 8300	1	EA	\$ 3.14	\$
806	Brake Cleaner, #72408 NAPA PART # 4800	425	EA	\$ 1.79	\$
808	Disc Brake Quiet, MAC#1064	1	EA	\$ 5.05	\$
814	RTV Clear Silicone, Permatex #80050 NAPA PART # 765-1470	16	EA	\$ 2.49	\$
815	Rearview Mirror Adhesive, # 1184 NAPA PART # 765-1184	3	EA	\$ 2.99	\$
2238	Permatex 4 oz. Tube #25223 NAPA PART # 765-2694	35	EA	\$ 13.49	\$
2272	Anti Freeze, Havoline Dex, #28400 NAPA PART # 1 DEX	60	EA	\$ 13.39	\$
2300	Black Silicone, Permatex, #81158 NAPA PART # 765-1209	4	EA	\$ 3.19	\$
2351	Grease, Tube, Valvoline #615	78	EA	\$ 3.19	\$
2491	Brake Fluid QT. # 72120 NAPA PART # 35-032	13	EA	\$ 4.99	\$
2713	Antifreeze, Ford # VC7B/182630 NAPA PART # 1 EXT	60	EA	\$ 11.99	\$
2740	BATTERY PROTECTOR # 1073	6	EA	\$ 3.45	\$
2902	BP Autran Syn# 709732 NAPA PART # HD PC180F	85	EA	\$ 244.70	\$
3176	Refrigerant Oil 46, 8 oz # 409503	20	EA	\$ 7.99	\$
3177	Refrigerant Oil 100, 8 oz # 409502	20	EA	\$ 7.99	\$
3178	Diesel Exhaust Fluid, 2.5 Gallon # DEF002	200	EA	\$ 11.89	\$
Subtotal					\$
Tax Rate (%)					\$
Total					\$

Switches

COP Item#	Description	Qty	U/M	Unit Price	Ext Price
373	Switch, On/Off Toggle, #5582	14	EA	\$ 3.99	\$
376	Trailer Connection, Male, #15-730	7	EA	\$ 7.80	\$



PRICE SHEET

Solicitation Number: **P12-0005**

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

377	Trailer Connection, Female, #15-720	2	EA	\$ <u>9.19</u>	\$
382	Back Up Alarm, #520 NAPA PART # 730-1067	5	EA	\$ <u>29.24</u>	\$
902	Relay, #HEL960388467 Hela	16	EA	\$ <u>3.09</u>	\$
910	Flasher, HD, 2-Prong, 45 Amp, 44530-3 Grote NAPA PART # EL12	6	EA	\$ <u>8.85</u>	\$
2856	Relay, Refuse Trucks # AR606	6	EA	\$ <u>7.78</u>	\$
Subtotal					\$
Tax Rate (%)					\$
Total					\$

Catalog Pricing

In addition to prices provided for the items identified on the Price Sheets, the offeror shall provide a statement of applicable discounts, if any, off of catalog pricing for all other automotive parts not listed on the Price Sheets.

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

The City reserves the right to award to one or more vendors, which may be a combination of one or more categories, or the grand total, whichever is determined to be in the best interest of the City.



QUESTIONNAIRE

Materials Management Procurement

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Solicitation Number: **P12-0005**

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

1. Company: PEORIA UNIFIED SCHOOL DISTRICT # 11
 Contact: JOHN JONES Phone: 623-986-6000
 Address: P.O. Box 39, PEORIA, AZ 85380-0039
 Description of Work: SALES OF PARTS AND SERVICES RELATING TO AUTOMOTIVE, FLEET REPAIR, & AUTOMOTIVE INSTRUCT.
 Annual Value: \$60,789 —

2. Company: NADABURG SCHOOL DISTRICT
 Contact: DAVID ROSE Phone: 623-388-2321
 Address: 32919 N. CENTER ST., P.O. Box 100, WHITTMAN, AZ 85361
 Description of Work: SALES OF PARTS AND SERVICES RELATING TO AUTOMOTIVE PARTS, FLEET PARTS
 Annual Value: \$16,982.87

3. Company: PEORIA UNIFIED SCHOOL DISTRICT TRANSPORTATION
 Contact: ERIC JENSEN Phone: 623-773-6630
 Address: P.O. Box 39, PEORIA, AZ 85380-0039
 Description of Work: SALES OF PARTS & SERVICES RELATING TO AUTOMOTIVE & FLEET REPAIR.
 Annual Value: \$75,904.04



QUESTIONNAIRE

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

ITEM # 2902

SUBSTITUTE TO HD PC180F SYNTHETIC
TRANSMISSION FLUID FOR ALLISON
TRANSMISSIONS,
PLEASE SEE ATTACHED MSDS
AND SPECIFICATION SHEET.

Material Safety Data Sheet

PC HEAVY DUTY SYNTHETIC BLEND AUTOMATIC TRANSMISSION FLUID



1. Product and company identification

Product name : PC HEAVY DUTY SYNTHETIC BLEND AUTOMATIC TRANSMISSION FLUID
Code : PCHDATF, 460-859
Material uses : A heavy duty synthetic blend automatic transmission fluid for use in commercial service in a variety of automatic transmission makes and as a hydraulic and power steering fluid for mobile equipment.
Manufacturer : PETRO-CANADA
P.O. Box 2844
150 – 6th Avenue South-West
Calgary, Alberta
T2P 3E3
In case of emergency : Petro-Canada: 403-296-3000
Canutec Transportation:
613-996-6666
Poison Control Centre: Consult local telephone directory for emergency number(s).

2. Hazards identification

Physical state : Viscous liquid.
Odor : No odor or slight petroleum oil like.
WHMIS (Canada) : Not controlled under WHMIS (Canada).
OSHA/HCS status : While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this MSDS contains valuable information critical to the safe handling and proper use of the product. This MSDS should be retained and available for employees and other users of this product.
Emergency overview : No specific hazard.
Routes of entry : Dermal contact. Eye contact. Inhalation. Ingestion.
Potential acute health effects
Inhalation : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.
Skin : Slightly irritating to the skin.
Eyes : Slightly irritating to the eyes.
Potential chronic health effects
Chronic effects : No known significant effects or critical hazards.
Carcinogenicity : Not listed as carcinogenic by OSHA, NTP or IARC.
Mutagenicity : No known significant effects or critical hazards.
Teratogenicity : No known significant effects or critical hazards.
Developmental effects : No known significant effects or critical hazards.
Fertility effects : No known significant effects or critical hazards.
Medical conditions aggravated by over-exposure : Repeated or prolonged contact with spray or mist may produce chronic eye irritation and severe skin irritation. Repeated skin exposure can produce local skin destruction or dermatitis.
See toxicological information (section 11)

3. Composition/information on ingredients

<u>Name</u>	<u>CAS number</u>	<u>%</u>
Mixture of severely hydrotreated and hydrocracked base oil (petroleum).	Mixture	-

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

3. Composition/information on ingredients

The base oil may be a mixture of the following CAS#:s: 8042-47-5, 64742-46-7, 64742-47-8, 64742-53-6, 64742-54-7, 64742-55-8, 72623-84-8, 72623-85-9, 72623-86-0, 72623-87-1, 178603-64-0, 178603-65-1, 178603-66-2, 445411-73-4

4. First aid measures

- Eye contact** : Check for and remove any contact lenses. Immediately flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Get medical attention immediately.
- Skin contact** : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash skin thoroughly with soap and water or use recognized skin cleanser. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention immediately.
- Inhalation** : Move exposed person to fresh air. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. Get medical attention immediately.
- Ingestion** : Wash out mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.
- Notes to physician** : No specific treatment. Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

5. Fire-fighting measures

- Flammability of the product** : May be combustible at high temperature.
- Extinguishing media**
- Suitable** : Use an extinguishing agent suitable for the surrounding fire.
- Not suitable** : None known.
- Special exposure hazards** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.
- Products of combustion** : Carbon oxides (CO, CO₂), nitrogen oxides (NO_x), smoke and irritating vapours as products of incomplete combustion.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.
- Special remarks on fire hazards** : Low fire hazard. This material must be heated before ignition will occur.
- Special remarks on explosion hazards** : Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.

6. Accidental release measures

- Personal precautions** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment (see section 8).
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).
- Methods for cleaning up**
- Small spill** : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble or absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

6 . Accidental release measures

- Large spill** : Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see section 1 for emergency contact information and section 13 for waste disposal.

7 . Handling and storage

- Handling** : Put on appropriate personal protective equipment (see section 8). Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Do not ingest. Avoid contact with eyes, skin and clothing. Avoid breathing vapor or mist. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Storage** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

8 . Exposure controls/personal protection

Ingredient	Exposure limits
Mixture of severely hydrotreated and hydrocracked base oil (petroleum).	ACGIH TLV (United States). Notes: (oil mist) TWA: 5 mg/m ³ 8 hour(s). STEL: 10 mg/m ³ 15 minute(s).

Consult local authorities for acceptable exposure limits.

- Recommended monitoring procedures** : If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment.
- Engineering measures** : No special ventilation requirements. Good general ventilation should be sufficient to control worker exposure to airborne contaminants. If this product contains ingredients with exposure limits, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure below any recommended or statutory limits.
- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Personal protection

- Respiratory** : Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. Recommended: organic vapor filter
- Hands** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary.
Recommended: neoprene, nitrile, polyvinyl alcohol (PVA), Viton.
- Eyes** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists or dusts.

8 . Exposure controls/personal protection

- Skin** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

9 . Physical and chemical properties

- Physical state** : Viscous liquid.
- Flash point** : Closed cup: 160°C (320°F) [Pensky-Martens.]
Open cup: 189°C (372.2°F) [Cleveland.]
- Auto-ignition temperature** : Fire Point: 212°C (413.6°F)
- Flammable limits** : Not available.
- Color** : Dark red.
- Odor** : No odor or slight petroleum oil like.
- Odor threshold** : Not available.
- pH** : Not available.
- Boiling/condensation point** : Not available.
- Melting/freezing point** : Not available.
- Relative density** : 0.8544 kg/L @ 15°C (59°F)
- Vapor pressure** : Not available.
- Vapor density** : Not available.
- Volatility** : Not available.
- Evaporation rate** : Not available.
- Viscosity** : 34.3 cSt @ 40°C (104°F), 7.8 cSt @ 100°C (212°), VI=208
- Pour point** : -45°C (-49°F)
- Solubility** : Insoluble in water.

10 . Stability and reactivity

- Chemical stability** : The product is stable.
- Hazardous polymerization** : Under normal conditions of storage and use, hazardous polymerization will not occur.
- Materials to avoid** : Reactive with oxidizing agents, reducing agents and acids.
- Hazardous decomposition products** : May release COx, NOx, smoke and irritating vapours when heated to decomposition.

11 . Toxicological information

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Mixture of severely hydrotreated and hydrocracked base oil (petroleum).	LD50 Dermal	Rabbit	>2000 mg/kg	-
	LD50 Oral	Rat	>5000 mg/kg	-
	LC50 Inhalation Dusts and mists	Rat	>2500 mg/m ³	4 hours

Conclusion/Summary : Not available.

Chronic toxicity

Conclusion/Summary : Not available.

Irritation/Corrosion

Conclusion/Summary : Not available.

Sensitizer

11. Toxicological information

Conclusion/Summary : Not available.

Carcinogenicity

Conclusion/Summary : Not available.

Mutagenicity

Conclusion/Summary : Not available.

Teratogenicity

Conclusion/Summary : Not available.

Reproductive toxicity

Conclusion/Summary : Not available.

12. Ecological information

Environmental effects : No known significant effects or critical hazards.

Aquatic ecotoxicity

Conclusion/Summary : Not available.

Biodegradability

Conclusion/Summary : Not available.

Other adverse effects : No known significant effects or critical hazards.

13. Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe way. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Refer to Section 7: HANDLING AND STORAGE and Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for additional handling information and protection of employees.

14. Transport information

Regulatory information	UN number	Proper shipping name	Classes	PG*	Label	Additional information
TDG Classification	Not regulated.	-	-	-		-
DOT Classification	Not available.	Not available.	Not available.	-		-

PG* : Packing group

15. Regulatory information**United States**

HCS Classification : Not regulated.

U.S. Federal regulations / State regulations : California Prop. 65: This product contains an ingredient(s) for which the State of California has found to cause cancer, birth defects or other reproductive harm, which would require a warning under the statute.

Canada

WHMIS (Canada) : Not controlled under WHMIS (Canada).

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the MSDS contains all the information required by the Controlled Products Regulations.

15. Regulatory information

EU regulations

Risk phrases : R52/53- Harmful to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

International regulations

Canada inventory : All components are listed or exempted.

United States inventory (TSCA 8b) : All components are listed or exempted.

Europe inventory : All components are listed or exempted.

16. Other information

Hazardous Material Information System (U.S.A.) :

Health	1
Flammability	1
Physical hazards	0
Personal protection	B

National Fire Protection Association (U.S.A.) :



References :

Available upon request.

TM/MC Marque de commerce de Petro-Canada - Trademark

Date of printing :

5/27/2009.

Date of issue :

27 May 2009

Date of previous issue :

No previous validation.

Responsible name :

Product Safety - JDW

Indicates information that has changed from previously issued version.

For Copy of (M)SDS :

Internet: lubricants.petro-canada.ca/msds

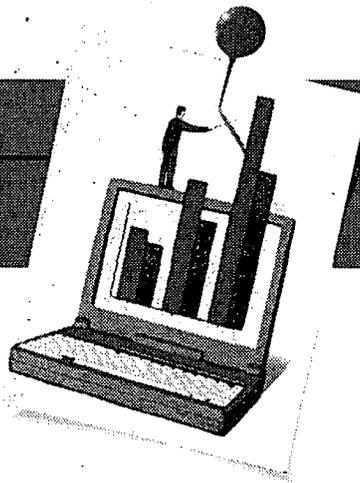
Telephone: 1-800-268-5850; Fax: 1-800-201-6285

For Product Safety Information: (905) 804-4752

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



HEAVY DUTY SYNTHETIC BLEND AUTOMATIC TRANSMISSION FLUID

Introduction

Petro-Canada HEAVY DUTY SYNTHETIC BLEND Automatic Transmission Fluid is specially formulated to perform under the demanding severe service operating conditions found in heavy duty transmission systems. It is designed for use in commercial applications where a Severe Duty and Extended Drain Interval fluid is specified. HEAVY DUTY SYNTHETIC BLEND ATF is fully approved for extended drain application in Voith and ZF commercial transmissions. Field testing has also confirmed it is suitable for use in extended drain application in Allison commercial transmissions: its enhanced thermal and oxidative stability together with its improved high and low temperature properties offer excellent performance in a wide range of transmissions. HEAVY DUTY SYNTHETIC BLEND ATF starts with the patented HT purity process to produce 99.9% pure, crystal clear PURITY™ and VHVI Base oils. By removing the impurities that hinder the performance of competitive conventional ATF fluids, HEAVY DUTY SYNTHETIC BLEND ATF retains its fresh oil properties longer resulting in superior product performance. HEAVY DUTY SYNTHETIC BLEND ATF is formulated with a combination of PURITY™ and VHVI Base Oils and a leading-edge additive system.

Features and Benefits

- **Outstanding resistance to oxidative and thermal breakdown**
 - Prevents corrosion and the formation of harmful sludge and deposits. Keeps transmissions clean & properly functional
 - Suitable for severe service & extended drain
- **Exceptional low / high temperature fluidity**
 - Delivers quick lubrication of transmission components in cold weather
 - Maintains desired viscosity & oil film strength in high temperature operation
 - Earlier drive away and smooth gear shifting during low temperature operation
 - Extends clutch life
 - Efficient heat removal from clutch surfaces
 - Excellent high and low temperature properties

- **Excellent anti-wear protection**
 - Reduces wear on bearings, bushings and gears
 - Suitable for heavy loading & high operating temperature
 - Protects clutches from glazing
- **Stable friction properties**
 - High torque capacity avoids clutch slippage & wear
 - Maintains transmission efficiency & fuel economy
 - Suitable for stop-start severe service
 - Excellent shift quality throughout service life
 - Prevents clutch shudder in modulated torque converters
 - Clutch plates and bands last longer
- **Compatible with all transmission seal materials**
 - Helps maintain seal integrity

Applications

Petro-Canada HEAVY DUTY SYNTHETIC BLEND ATF is suitable for use in heavy duty fleets for up to 50,000 miles in severe service and 100,000 miles in normal service as defined by the OEM Guidelines.

- Approved for: Voith (Voith G1363) and ZF (ZF TE-ML 14B) extended drain applications and Allison C-4.
- Suitable for use where Allison TES-295, Caterpillar TO-2 or MERCON®-V is recommended.
- Also approved for ZF TE-ML 02F, 03D, 04D, 16L, and 17C.
- May also be used in automatic transmissions where a fluid meeting the former DEXRON®-IIIH, -IIIG, -IIE, or -II specification was recommended. GM recommends the use of DEXRON®-VI for all GM automatic transmissions.

It can also be used as a hydraulic or power steering fluid.

What is the HT difference?

Petro-Canada starts with the patented HT purity process to produce water-white, 99.9% pure base oils. The result is a range of lubricants, specialty fluids and greases that deliver maximum performance for our customers.



Typical Performance Data

PROPERTY	TEST METHOD	HEAVY DUTY SYNTHETIC BLEND ATF
Density, kg/l @ 15°C (60°F)	ASTM D4052	0.854
Colour	Visual	Red
Flash Point, °C (°F)	ASTM D92	186 (367)
Pour Point, °C (°F)	ASTM D97	-49 (-56)
Viscosity, cSt @ 40°C (SUS @ 100°F) cSt @ 100°C (SUS @ 210°F)	ASTM D445	34.0 (171) 7.6 (51.3)
Viscosity Index	D2270	200
Brookfield Viscosity, cP @ -40°C (-40°F)	ASTM D2983	10,500
Qualification Numbers Ford Allison ZF Voith Turbo	- - - -	MERCON®-V M5970801 C4-29493700 ZF TE-ML 14B 55.6336.3x (G1363)
Product Identification Code		PCHDATF
Available Package Size		Bulk, 205L Drum, 20L Pail

The values quoted above are typical of normal production. They do not constitute a specification.

Health and Safety

To obtain Material Safety Data Sheet (MSDS), contact one of Petro-Canada's TechData Info Lines.

TechData Info Lines

If you would like to know more about Petro-Canada's DUTY SYNTHETIC BLEND ATF, or any other product in our complete line of quality lubricants, please contact us at:

Lubricants Head Office
Petro-Canada Lubricants Inc.
2310 Lakeshore Road West
Mississauga, Ontario
Canada L5J 1K2



Canada - West Phone 1-800-661-1199
 - East (English) Phone 1-800-268-5850
 (French) Phone 1-800-576-1686
 Other Areas Phone (416) 730-2408
 E-mail lubecsr@suncor.com
 Website lubricants.petro-canada.ca

Petro-Canada Europe Lubricants
The Manor, Haseley Business Centre
Warwick, Warwickshire
CV35 7LS United Kingdom

Phone +44 (0) 2476-247294
 Fax +44 (0) 2476-247295
 UK Website www.petro-canada.co.uk
 German Website www.petro-canada.de

Petro-Canada America Lubricants
980 North Michigan Avenue
Suite 1400, #1431
Chicago, Illinois
USA 60611

Phone 1-888-284-4572
 Fax 1-708-246-8994
 E-mail email@petro-canadaamerica.com

Petro-Canada Asia Pacific Holding Company Ltd.
Jia Shi Lubricants Trading (Shanghai) Co. Ltd.
1908 World Trade Tower
500 Guangdong Road, Huangpu District
Shanghai, China 200001

Phone +86-21-6362-0066
 Fax +86-21-6362-0536
 E-mail asiapacific@suncor.com
 Website www.petrocanada.cn

IM-7982E (11.04)

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Beyond today's standards.





QUESTIONNAIRE

Solicitation Number: **P12-0005**

**Materials Management
Procurement**

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