



City of Peoria, Arizona

Notice of Request for Proposal

Request for Proposal No: **P09-0009** Proposal Due Date: **September 25, 2008**

Materials and/or Services: **Preventative Maintenance and Repairs for Air Compressors and Positive Displacement Blowers** Proposal Time: **5:00 P.M. AZ Time**

Project No: _____ Contact: **Athena Bonner**

Location: City of Peoria, Materials Management Phone: **(623) 773-7115**

Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

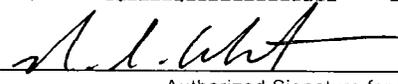
In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of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

OFFER

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

For clarification of this offer contact:

Name: Ray White Telephone: (623)876-8263 Fax: (623)931-0504

Caliber Mechanical Systems, Inc. 
Company Name Authorized Signature for Offer

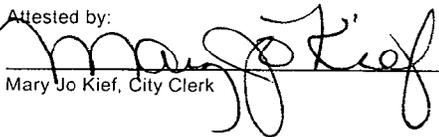
6940 NW Grand Avenue N. Ray White
Address Printed Name

Glendale, AZ 85301 President
City State Zip Code Title

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

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

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

Attested by: 
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: Jan 1, 2009

Approved as to form:  **Ellen Von Ribes, Assistant City Attorney**

Stephen M. Kemp, City Attorney

CC: _____

Contract Number: **A CON 67108**

Contract Awarded Date: 12/30/08

Official File: _____


Herman Koebergen, Materials Manager





SOLICITATION AMENDMENT

Materials Management Procurement

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

Solicitation No: P09-0009
Description: Preventative Maintenance and Repairs for Air Compressors and Positive Displacement Blowers
Amendment No: One (1)
Solicitation Due Date: September 30, 2008
Solicitation Due Time: 5:00PM

Buyer: Athena Bonner

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

This amendment corrects the Gardner Denver model numbers and serial numbers. The corrections have been made to the attached Revised Pricing and Equipment Schedule. Therefore, page 19 of 22 is replaced with the attached Revised Pricing and Equipment Schedule.

The Solicitation Due Date has been extended to September 30, 2008.

The Solicitation Due Time remains the same at 5:00pm.

Attachment(s):

- 1. Revised Pricing and Equipment Schedule (1 page)

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

N. Ray White 9/30/08
Signature Date

N. Ray White, President
Typed Name and Title

Caliber Mechanical Systems, Inc.
Company Name

6940 NW Grand Avnue
Address

Glendale, AZ 85301
City State Zip

The above referenced Solicitation Amendment is hereby Executed

September 24, 2008

at Peoria, Arizona

Athena Bonner

Athena Bonner
Contract Officer



CALIBER
Mechanical Systems, Inc.

Tuesday, September 30, 2008

City of Peoria
Materials Management and Procurement
8314 W. Cinnabar Avenue
Peoria, AZ 85345-7115

Ladies and Gentlemen:

Please let this letter and the following documents serve as our statement of understanding for the City of Peoria Solicitation Number P09-0009. We have thoroughly read the request for proposal and investigated the necessary conditions relating to the work. We understand the requirements and scope of work detailed within the request for proposal, and we are prepared to provide the services needed as per the terms, requirements, and conditions of the resultant contract.

Respectfully;

N. Ray White
President

High Caliber Service...High Caliber Results

P.O. Box 399 / Peoria, AZ 85380-0399 / Office (623) 876-8263 / Fax (623) 876-8398

License # ROC094888, # ROC094894 & # ROC208635



PROJECT UNDERSTANDING AND APPROACH

It is our understanding that the goal of water treatment is to reduce or remove all contaminants that are present in the water being treated. No water, irrespective of the original source, should be assumed to be completely free of contaminants. The most common processes used for treatment of surface and ground water consists of sedimentation, coagulation, filtration, disinfection, conditioning, softening, fluoridation, removal of tastes and odors, corrosion control, algae control, and aeration.

In a typical municipal water treatment process, water flows through pumps to a rapid mix basin, then to a flocculation basin, to a settling basin, through filters to a clear well, then after disinfection, to storage tanks, and finally to the end user.

Specifically, water enters the treatment plant at what is called the rapid-mix basin, where aluminum sulfate, polyelectrolytes, polymers, or lime and ferric chloride are added as coagulants. The water flows next to the flocculation basins, where the coagulant mixes with the suspended solids. The coagulant is used to form suspended solids into clumps, or floc, which then settle out of the water. Floc forms when the particles from small solids gather to form larger particles. The water then slowly flows through settling basins where the floc settles from the water. Activated carbon is then added to the water to remove color, radioactivity, taste, and odor. Filtration then removes bacteria and turbidity from the water as it removes any remaining suspended solids and the activated carbon.

The water then enters a clear well, where additional chlorine is added to kill any pathogens, which may be present. At this stage, the water is potable and is pumped into tanks for storage and subsequent use.

The use of compressed air, blowers, pumps and other related equipment is used throughout the process and are all considered to be critical equipment due to the fact that the community demands an uninterrupted water supply. Great care and professionalism must be used when servicing this equipment to not only insure dependability and reliability, but also to prevent contamination of the water supply.

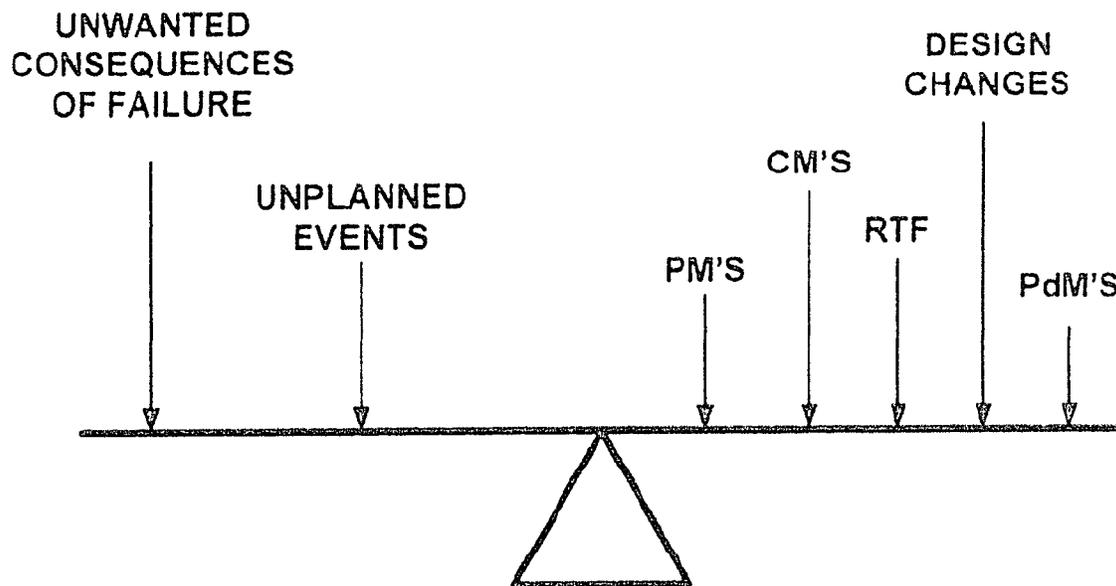
It is extremely important that maintenance be performed on a scheduled basis to this critical equipment. It is equally important that repairs are done correctly and professionally. The use of vibration analysis, dynamic balancing and other non-destructive testing techniques insure that equipment is in peak operating condition and that repairs were completed correctly.

We employ only the best service technicians, and use only the best practices in the industry, along with non-destructive testing techniques, to insure reliability and dependability for our customers' equipment and their piece of mind.

We will approach the project professionally and methodically as outlined in the following pages:

RELIABILITY CENTERED MAINTENANCE APPROACH

Many plants and facilities have tried the hit-and-miss, or run-on-luck approach to maintenance. These methods will only get you so far until your luck runs out, and the potential for disaster looms right around the corner. In the absence of a structured RCM approach, reliability will rest solely on the basis of seat-of-the-pants experience, with a strategy consisting of a best guess decision process. That approach falls far short of modern-day expectations. Time proven Preventive Maintenance (PM) tasking, coupled with modern predictive maintenance techniques (PdM) create the basis for a superior Reliability Centered Maintenance Program (RCM).



Optimum Reliability Balance

The object of any maintenance program should be to find the optimum balance of reliability. When implementing any RCM program, many factors must be utilized to obtain the best results. These factors include:

PM - Preventive Maintenance Tasking

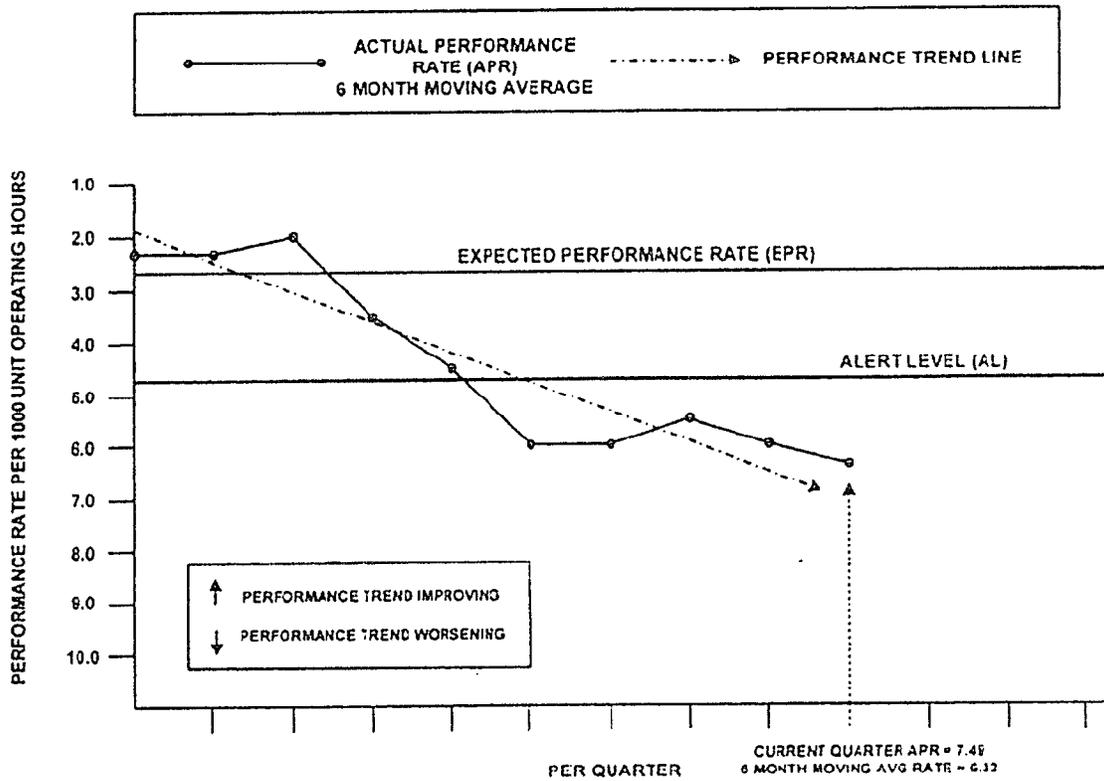
CM - Corrective Maintenance Evaluations

RTF - Run to Failure

PdM's - Predictive Maintenance (Non-Destructive Testing)

1. Vibration Monitoring and Analysis
2. Eddy Current Testing
3. Thermography or Infrared Monitoring
4. Oil Sampling and Analysis

PdM's are a critical component of any reliability centered maintenance program. By performing PdM activities on a consistent basis, analyzing the results of those activities, and comparing them to previous readings it is possible to detect trends and rates of equipment degradation. This feedback loop is a very important element for adjusting PM tasks and frequencies to prevent component failure.



Typical Performance Trend

WORK PLAN AND TASK SCHEDULE TO ACCOMPLISH THE REQUIRED SCOPE OF WORK

(2) Quarterly Preventative Maintenance Inspections will be performed each Year. Tasks Include but are not limited to:

- Replace oil filter
- Inspect and clean air filter
- Clean oil cooler
- Check oil temperature and pressure
- Check separator differential pressure
- Check Modulator / Unloader operation
- Check discharge check valves
- Drain Moisture Traps
- Check electrical control panel and motor starters
- Check Safety valves and alarm switches
- Inspect pressure and temperature shutdowns
- Inspect air driers, filters, and strainers
- Check oil level (Top off as Required)
- Check and adjust drive belts (Where necessary)
- Record voltage and current
- Record all Temperatures and pressures

(1) Semi-Annual Maintenance Inspection will be performed each year. Tasks Include but are not limited to:

- Replace Air Filter
- Replace Separator Element
- Change Oil
- Replace oil filter
- Clean oil cooler
- Check oil temperature and pressure
- Check separator differential pressure
- Check Modulator / Unloader Operation
- Inspect discharge check valves
- Drain Moisture Traps
- Check electrical control panel and motor starters
- Check safety valves and alarm switches
- Inspect pressure and temperature shutdowns
- Inspect air driers, filters, and strainers
- Check oil level (Top off as Required)
- Check and adjust drive belts (Where necessary)
- Record voltage and current
- Record all Temperatures and pressures

(1) Annual Maintenance Inspection will be performed each year. Tasks Include but are not limited to:

- Service Minimum Pressure check valve
- Service inlet air valve
- Lubricate motor bearings as per Manufacturer recommendations
- Replace Air Filter
- Replace Separator Element
- Change Oil
- Replace oil filter
- Clean oil cooler
- Check oil temperature and pressure
- Check separator differential pressure
- Check Modulator / Unloader Operation
- Inspect discharge check valves
- Drain Moisture Traps
- Check electrical control panel and motor starters
- Check safety valves and alarm switches
- Inspect pressure and temperature shutdowns
- Inspect air driers, filters, and strainers
- Check oil level (Top off as Required)
- Check and adjust drive belts (Where necessary)
- Record voltage and current
- Record all Temperatures and pressures

We shall perform the maintenance tasks as follows:

Annual Preventative Maintenance inspection shall be performed each December.
Semi-Annual Preventative Maintenance inspection shall be performed each June.
Quarterly inspections will be performed in March and September.

Non-destructive testing (Value Added) shall be performed in addition to Annual Preventative Maintenance inspection each December.

COMPANY EXPERIENCE

Past and Present Customers:

- State of Arizona
- City of Phoenix
- City of Scottsdale
- Maricopa County
- Maricopa County Medical Center
- Coconino County
- Yavapi Medical Center
- Scottsdale Community College
- Mesa Community College
- Glendale Community College
- Arizona State University
- Northern Arizona University
- Mesa Unified High School District
- Paradise Valley Unified School District #69
- Concrete Reinforcements
- Medtronic
- ST Microelectronics
- Bank One
- John C. Lincoln Hospital

Equipment and services provided include the following:

- Reciprocating Compressors
- Centrifugal Compressors
- Screw Compressors
- Industrial Air Compressors
- Centrifugal Pumps
- Cooling Tower Fans
- Commercial Air Handling Equipment
- Industrial Blowers
- Clean Room Axial Vein Fans
- Process equipment
- Hydronic Systems
- Boilers
- Chillers
- Control Systems
- Reliability Centered Maintenance
- Vibration Analysis, Trending
- Dynamic Balancing

STAFF CAPABILITIES AND ASSIGNMENTS

The key personnel selected to manage and oversee the resultant contract with the City of Peoria are listed below. Resumes for the supervision and technical staff can be found in section 8 of this proposal.

Management

Norman "Ray" White
President, and Journeyman Service Technician

I am the owner and founder of Caliber Mechanical Systems, Inc. I have a strong background in all types of mechanical equipment and electrical systems and controls. I have been in the industry for over 20-years and have extensive training and experience in maintaining, repairing, installing and overhauling all types of compressors, fans, pumps, etc. I have had specific technical training in variable frequency drive units, electronic and electromechanical control systems. I have also have had extensive training and experience in vibration analysis; dynamic balancing and RBM root cause failure analysis.

Supervision

Ron White
Service Manager, and Journeyman Service Technician – (Supervisor)

Ron has been with the company for 12-years and has an excellent background and training in all types of mechanical equipment including but not limited to reciprocating, centrifugal and screw type pumps and compressors both in the HVAC field and in special process applications. He has maintained, rebuilt and repaired just about every type of equipment imaginable including hydraulic equipment, centrifugal, screw, and reciprocating compressors, industrial air compressors, pumps, fans, variable frequency drives etc.

Technical Support Staff

Randy White, Journeyman Service Technician:

Randy has been with the company for over 14-years and is a very valuable asset. He came from an engineering background and is very familiar with various systems and their components. He has rebuilt numerous compressors, blowers and pumps over the years, and has had specialized training in computers and microelectronic and electromechanical controls. He is a certified welder and is an excellent pipe fitter as well as an excellent service technician.

Lee Cox, Journeyman Service Technician

Lee has been with the company for approximately 5-years and has performed most of the maintenance work on our various maintenance agreements with our customers. He came from an HVAC background and is very familiar with commercial air handling equipment as well as pumps, blowers and compressor equipment of all types.

Sid Hudson, Journeyman Service Technician:

Sid has been with the company for approximately 3-years and has performed a great deal of maintenance work on our various maintenance agreements with our customers.

Staff Assignments:

The Service Manager shall have full authority to act on behalf of the company. The Service Manager shall directly oversee the Technical Support Staff and shall also perform service and maintenance work when required.

The technical support staff selected to perform maintenance and repair tasks shall have limited authority and shall be under the direct supervision of the Service Manager. Additional support staff will be added as needed upon successful award of the resultant contract.

ANTICIPATED CITY INVOLVEMENT

We anticipate that the City of Peoria will provide immediate and unimpeded access to all work areas when scheduled or when a request for service has been made.

We anticipate that the city staff will keep these work environments safe for our staff.

We anticipate that the city staff will keep the areas around the scheduled equipment free of debris and not store materials on or around the equipment in such a way to create a hazard or to block access to the equipment.

We also anticipate that the city will take a proactive role in repairing and maintaining the equipment covered under this agreement and any other equipment that we may be asked to work on.

We anticipate that the city will want to have a meeting approximately 30-days after each maintenance cycle to discuss the maintenance, recommended repairs, design changes, or upgrades as may be necessary.

We anticipate that the city will be courteous and easy to work with so to have a minimum of political maneuvering to get things done...

We anticipate that the city will pay for the services in a timely manner.

Finally, we anticipate that the city will see that our proposal and our company is the best one, and award the contract to our firm.

State of Arizona



OFFICE OF THE CORPORATION COMMISSION

To all to Whom these Presents shall Come, Greeting:

I, the Executive Secretary of the Arizona Corporation Commission, DO HEREBY CERTIFY that

*****CALIBER MECHANICAL SYSTEMS, INC.*****

a Domestic Corporation organized under the laws of the State of Arizona, did incorporate on January 2, 1992.

I FURTHER CERTIFY that this corporation has filed all affidavits and annual reports and paid all annual filing fees required to date and, therefore, is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 22nd day of December,

19 95, A.D.

James Matthews
Executive Secretary

By Janne Moore

LETTER OF QUALIFICATION

Ladies and Gentlemen,

Thank you for considering our proposal to provide maintenance and repair services to the City of Peoria.

Caliber Mechanical Systems, Inc. has been incorporated since January 2, 1992. During our 16-years in business, we have been licensed contractor providing quality installations, service and repair to various types of mechanical equipment.

Our highly trained staff of service technicians has completed a five-year apprenticeship-training program in which they received specific training on compressor systems, electronic and pneumatic control systems, air compressors and air system components. Their training also included specialized systems, including but not limited to process air equipment and systems and municipal air compressors and associated equipment.

We also provide specialized training to our service personnel on an ongoing basis and will provide immediate equipment-specific training and certification to the assigned service technicians immediately upon successful award of contract with the City of Peoria #P09-0009.

We have all of the equipment, knowledge, and capabilities along with a complete shop facility located at 6940 NW Grand Avenue that is more than sufficient to completely and professionally rebuild compressor and blower units shown on the schedule. We have (3) service technicians available to staff this maintenance account. All Service technicians are assigned fully tooled and stocked service vehicles. We have more than ten vehicles in our service fleet.

We will provide documentation of all services performed including a list of materials used and a record of performance indicators within 30-days from completion of work as requested. We will also provide estimates for additional repairs required that are beyond the scope of the agreement.

We will observe all OSHA and other safety standards during the performance of our duties. We will also supply documentation of liability insurance upon request. Again thank you for considering our proposal. We look forward to serving you.

Respectfully Submitted,



Norman R. White
President,
Caliber Mechanical Systems, Inc.

Refrigeration and Air Conditioning

- Graduated from apprenticeship program and obtained journeyman status.

1990 – 1994 Apollo High School Glendale, AZ

- Graduated with high school diploma.

1995 – 1996 Air Draulics Phoenix, AZ

Hydraulics mechanic

- Remanufactured hydraulic cylinders and repaired material handling equipment.

1994 – 1995 Covey Lincoln Mercury Phoenix, AZ

Assistant to line mechanic

- Assisted in the repair of automobile transmissions.
-

NORMAN RAY WHITE

Completed a 5-year Training Apprenticeship Program. (U.A. Local 469) Factory Training and work experience on large HVAC equipment. Twenty years of experience on commercial and industrial HVAC equipment.

WORK EXPERIENCE:

CALIBER MECHANICAL SYSTEMS, INC. Business Owner

April 1993 to Present

I am presently responsible for the administrative functions of Caliber Mechanical Systems, Inc. as well as project management for large projects. I have also been responsible for field operations and supervision of HVAC equipment installations and repair. I have attended factory training seminars on vibration analysis and machinery balancing. I enjoy engaging in consulting work from time to time.

METRO MECHANICAL HVAC Service Technician

August 1988 to April 1993

Installation of service of commercial and industrial HVAC equipment were among some of my responsibilities. Here I gained valuable experience and factory training on some of the industries most technical and advanced equipment. For example, the York Turbo Modulator which is a variable frequency drive unit employed on large commercial and industrial centrifugal chillers. The Carrier Flowtronic chiller is another example of the equipment of which I serviced and was factory trained.

Other work experience includes: Dunham Bush "Screw Machines" - Overhaul, service and maintenance York Carrier and Trane Reciprocating and Centrifugal Compressors. Also Westinghouse / McQuay. Successfully rebuilt A/C compressors, pumps, fans, etc.

MECHANICAL CONTROL CORPORATION Pipefitter / Welder

December 1987 to August 1988

I was responsible for the installation and service of hydronic and chilled water systems. I also serviced pneumatic and electric controls employed in these systems.

RAYVON INC. Pipefitter

January 1985 to December 1987

I worked on several large piping jobs including one at Northern Arizona University and one at Western Area Power in Phoenix.

EDUCATION:

Completed a 5-year Apprenticeship in Pipefitting and HVAC with U.A. Local 469 in Phoenix, Arizona.

Completed 3 semesters of general studies to Glendale Community College in Glendale, Arizona.

Attended Independence High School in Glendale, Arizona. Graduated in 1985 with a 3.5 GPA.

Attended Bicentennial Elementary School in Glendale, Arizona.

SPECIALIZED EDUCATION:

Carrier Tech. I Service Course. Phoenix, Arizona.

Carrier Tech. IV Reciprocating / Flowtronic Chillers Course. Phoenix, Arizona.

York Turbo Modulator Service Course. York, Pennsylvania.

Vibration Analysis & Balancing / CSI, Phoenix AZ



★ STATE OF ARIZONA ★

Certificate of Completion of Apprenticeship
Know All Persons by These Presents That

Norman Ray White, Jr.

has completed the terms of Apprenticeship in accordance with the standards of
 the Department of Economic Security and the Apprenticeship Advisory Council
 and is hereby awarded this Certificate of Completion of Apprenticeship in the trade of

Pipefitter-Refrigeration

Witness our signatures and seals

this first day of March 1992

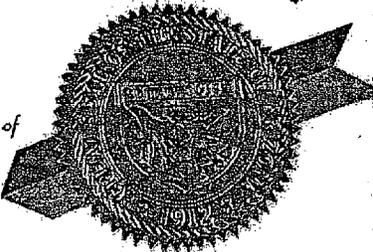
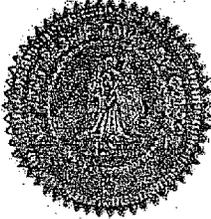
Phoenix Pipe Fitting Trades
 Joint Apprenticeship Committee

Name of Firm
 By Bill Swanson
 Training Coordinator

LOCAL APPRENTICESHIP COMMITTEE
 Chairman Robert M. [Signature]
 Secretary John T. [Signature]

In Witness Whereof, I have hereunto set my hand and
 caused to be affixed the Great Seal of the State of
 Arizona. Done at the City of Phoenix, the Capital, this
nineteenth day of March in the year of our
 Lord, one thousand nine hundred and ninety-two
John P. [Signature]
 Secretary of State

DEPARTMENT OF ECONOMIC SECURITY
 APPRENTICESHIP ADVISORY COUNCIL
 Secretary Richard [Signature]
 Superintendent Joan Marin
 Superintendent, Apprenticeship Services





United Association

Certificate of CFC Qualification



Name NORMAN WHITE JR

Card./SS No. 526-27-5771 LU No. 469

has been certified as required by 40 CFR, Part 82, Subpart F

TYPE I 05/23/94 TYPE III 05/23/94

TYPE II 05/23/94 UNIVERSAL 05/23/94

EPA-608 Technician Certification Program [EPA-Approved 9-30-93]

CARRIER AIR CONDITIONING COMPANY

awards this

Certificate of Achievement

to

Ray White

for completing all the requirements of the

FACTORY SCHOOL-TECH SERVICE COURSE

February 10, 1989

[Signature]

INSTRUCTOR



[Signature]

INSTRUCTOR



awards this

Certificate of Achievement

to

Norman Ray White Jr.

for completing all the requirements of the

Reciprocating Liquid Chiller Course

[Signature]

INSTRUCTOR

April 12, 1991

DATE

[Signature]

INSTRUCTOR

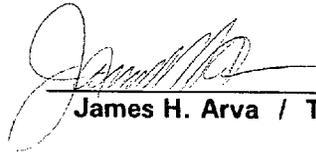
YORK INSTITUTE
OF AIR CONDITIONING AND REFRIGERATION

Certificate of Achievement

NORMAN RAY WHITE

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

York Turbo-Modulator II Service Training Class



James H. Arva / Training Specialist

date December 7 - 9, 1992

**York**® Applied
Systems

YORK INTERNATIONAL



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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

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

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

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
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Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or 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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
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majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
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.



**STANDARD
TERMS AND CONDITIONS**

**Materials Management
Procurement**

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36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0009

Materials Management
Procurement
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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 scheduled quarterly, semi-annual, and annual preventive maintenance services and for corrective and emergency maintenance repairs for plant air compressors and positive displacement blowers.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **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.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months
8. **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.
9. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Development and Community Services Building:

ADDRESS: 9875 N. 85th Ave
Peoria, Arizona 85345
Point of View Room

DATE: September 11, 2008

TIME: 2:00PM, Arizona Time

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 the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

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

- a. Proposal Content



SPECIAL TERMS AND CONDITIONS

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- i. Project Understanding and Approach – maximum eight (8) pages.
 - ii. Work Plan and Task Schedule to accomplish the required Scope of Work. – Maximum two (2) pages
 - iii. Firm's Experience and Similar Project Experience - maximum two (2) pages.
 - iv. Staff Capabilities and Assignments - maximum three (3) pages.
 - v. Anticipated City involvement for successful completion of the required Scope of Work – maximum one (1) page.
 - vi. Fee, per attached pricing and equipment schedule. -- maximum one (1) page.
 - vii. A Minimum of Three (3) References from Similar Projects completed within the last five (5) years.
 - viii. Additional Support Data - detailed resumes, etc. (Data should *not* be mostly a continuation of data called for in items above).
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Vendor's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Vendor. If work involves a major sub-contractor, the vendor's Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- a. Project Understanding and Project Approach.
 - i. To include Work Plan, Task Schedule, and City Involvement.
 - b. Experience/Projects.
 - i. To include Firm's Experience and Similar Project Experience
 - c. Staff's Capabilities and Assignments.
 - d. Fee
 - e. Conformance to Request for Technical Proposals.
13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0009

Materials Management
Procurement
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17. **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.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
19. **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices
20. **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
21. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
22. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
24. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
25. **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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0009

Materials Management Procurement

8314 West Cinnabar Avenue
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The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

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

26. Required Insurance Coverage:

a. Commercial General Liability

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

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

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

c. Workers' Compensation



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0009

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

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.

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

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

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

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

28. **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.

29. **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,



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0009

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

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.

30. **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.

31. **Unifier Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.

32. **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.

33. **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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0009

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

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.

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

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

35. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

36. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

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

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

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:



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P09-0009**

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

- i. Deduction from an unpaid balance;
- ii. Any combination of the above or any other remedies as provided by law.



SCOPE OF WORK

Solicitation Number: **P09-0009**

Materials Management Procurement

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

I. The City of Peoria Utilities Department is soliciting proposals for scheduled quarterly, semi-annual, and annual preventive maintenance services and for corrective and emergency maintenance repairs for plant air compressors and positive displacement blowers. These units are located at water production and wastewater reclamation facilities throughout the City. The City is requesting proposals for services for the scheduled preventive maintenance and for hourly labor rates, travel charges, and repair parts pricing levels for time and materials for corrective and emergency maintenance. The annual contract would cover the needed services for FY2009. The City of Peoria may exercise the option to renew annually for an additional four year period subject to the mutual acceptance of any price adjustments submitted by the vendor.

The equipment consists of stationary motor driven reciprocating and oil injected rotary screw air compressors, and rotary lobe blowers. Installation locations, quantities, manufacturer, model, and serial number information are located in the Pricing and Equipment Schedule. Please note that the two Gardner Denver rotary screw compressors located at the Butler Drive Reclamation Facility are part of a new plant installation and will be subject to compliance with the manufacturers recommended warranty service requirements.

Qualifications

Vendors offering proposals to the City of Peoria for this contract must supply documentation showing that they meet the following minimum qualifications:

- Three (3) years of continuous operation as a service provider for industrial and municipal air compressors and associated plant equipment in the State of Arizona.
- Employee not less than two (2) service technicians with certificates of training specific to air compressors and air system components prior to and for the duration of the contract period.
- Must have shop and equipment capabilities sufficient to completely rebuild compressor and blower units as shown on the schedule.
- Service technicians must be knowledgeable in the instrumentation, control, and programming requirements sufficient to troubleshoot all components of the system.
- A minimum of two (2) service trucks properly equipped with tools, materials, and spares to handle all routine service and minor repairs to the equipment as listed.
- Provide documentation of all services performed to include a list of materials and a record of performance indicators including but not limited to voltage, amperage, discharge pressure, and temperature within 30 days from completion of the work. Provide an estimate for approval of any repairs required beyond this scope of supply.
- Vendor must observe all OSHA, NFPA, NEC, and any other applicable State or City of Peoria safety codes and standards in the performance of this contract.
- Vendor must supply documentation of Liability Insurance per City of Peoria requirements.



SCOPE OF WORK

Solicitation Number: **P09-0009**

Materials Management Procurement

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

Service specifications

Note: All items may not apply due to the mechanical and operational differences between rotary and reciprocating compressors and rotary lobe blowers.

Quarterly Preventative Maintenance

- Replace Oil Filter
- Inspect and Clean Air Filter
- Clean Oil Cooler
- Check Oil Temperature and Pressure
- Check Separator Differential Pressure
- Check Modulator/Unloader Operation
- Check Discharge Check Valve(s)
- Drain Moisture Traps
- Check Electrical Control Panel and Motor Starters
- Check Safety Valves and Alarm Switches
- Inspect Pressure and Temperature Shutdowns
- Inspect Air Dryers, Filters, and Strainers
- Check Oil Level (top off as required)
- Check and Adjust Drive Belts
- Record Voltage and Current
- Record all Temperatures and Pressures

Semi-Annual Preventative Maintenance

- Replace Air Filter
- Replace Separator Element
- Change Oil
- Replace Oil Filter
- Clean Oil Cooler
- Check Oil Temperature and Pressure
- Check Separator Differential Pressure
- Check Modulation Operation
- Check Discharge Check Valve(s)
- Drain Moisture Traps
- Check Electrical Control Panel and Motor Starters
- Check Safety Valves and Alarm Switches
- Inspect Pressure and Temperature Shutdowns
- Inspect Air Dryers, Filters, and Strainers
- Check Oil Level (top off as required)
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SCOPE OF WORK

Solicitation Number: **P09-0009**

Materials Management Procurement

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

Annual Preventative Maintenance

Service Minimum Pressure Check Valve
Service Inlet Air Valve
Lubricate Motor Bearings per Manufacturers Recommendations
Replace Air Filter
Replace Separator Element
Change Oil
Replace Oil Filter
Clean Oil Cooler
Check Oil Temperature and Pressure
Check Separator Differential Pressure
Check Modulation Operation
Check Discharge Check Valve(s)
Drain Moisture Traps
Check Electrical Control Panel and Motor Starters
Check Safety Valves and Alarm Switches
Inspect Pressure and Temperature Shutdowns
Inspect Air Dryers, Filters, and Strainers
Check Oil Level (top off as required)
Check and Adjust Drive Belts
Record Voltage and Current
Record all Temperatures and Pressures

Corrective Maintenance

Planned repair (72 hour notice) to equipment outside of scheduled preventative maintenance.

Emergency Maintenance

Emergency four-hour response time and repair due to critical equipment failure.

Equipment Preventative Maintenance Schedule and Costs:

See attached Pricing and Equipment Schedule



Pricing and Equipment Schedule

Solicitation Number: **P09-0009**

Materials Management Procurement

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

<u>Plant Facility and Address</u>	<u>Line Item</u>	<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Type</u>	<u>Annual Cost</u>
Quintero Water Treatment Plant 16294 W. Iron Age Dr.	1.	Atlas Copco	GX4FF*	AII654076	Rot. Screw	\$ 1,960.
	2.	Atlas Copco	GX4*	AII653367	Rot. Screw	\$ 1,940.
	3.	Kaeser	DB 235C	1002	Rot. Lobe	\$ 1,760.
	4.	Kaeser	DB 235C	1001	Rot. Lobe	\$ 1,760.
	5.	Kaeser	DB 235C	1003	Rot. Lobe	\$ 1,760.
Jomax Waste Reclamation Facility 12483 W. Jomax Rd.	6.	Quincy	QT5**	20030807-0108	Recip.	\$ 1,130.
	7.	Quincy	QT5**	20030807-0109	Recip.	\$ 1,130.
Greenway Water Treatment Plant 7300 W. Greenway Rd.	8.	Gardner Denver	HR-10-12	R30060360	Recip.	\$ 1,255.
Butler Waste Reclamation Facility 8660 N. 79 th Ave	9.	Gardner Denver	EBE992***	SS269867	Rot. Screw	\$ 1,960.
	10	Gardner Denver	EBE992***	SS269866	Rot. Screw	\$ 1,960.
					Total Cost:	\$ 16,635.

*Food Grade lubricant/coolant required. Units operate independently

**Duplex package on common receiver. Package model QT5DT-5HP00180, s/n 20030807-0107

***Local control panels configured to function as primary and standby with alternation cycle

Annual Cost is to include all materials, supplies, labor, equipment, and mileage for the performance of two(2) Quarterly, one(1) Semi-Annual, and one(1) Annual service per unit.

Partial or incomplete proposals will not be considered.



Pricing and Equipment Schedule

Solicitation Number: P09-0009

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Equipment Corrective Repair Maintenance Charges:

In addition to the Annual Cost information, please provide the following cost information for corrective maintenance repairs:

Labor: Standard rate per hour \$ 75.00

Overtime rate \$ 112.50

Emergency service call out fee: \$ 50.00

{
DOUBLETIME
RATE \$ 150.00
(SUNDAYS & HOLIDAYS)
}

Mileage to and from job site: \$.65 per mile.

Percent mark up for outside machining and motor rewind services: \$ 15 %

Percent discount, if any, from manufacturers parts price lists: \$ (10) % { LIST PRICE IF AVAILABLE }

The City of Peoria may request a copy of the current manufacturers repair parts list in effect at the time of invoice.



Questionnaire

Solicitation Number: P09-0009

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: Valley Schools Management Group
Contact: JOHN BRUNELL
Address: PO Box 41760
PHOENIX AZ 85080-1760
Phone: 623-445-5275

2. Company: Kraemer Engineering
Contact: Mike Kraemer
Address: 2050 W. WHISPERING WIND DRIVE, STE 158
PHOENIX AZ 85085
Phone: 602-285-1669

3. Company: I/O DATA CENTERS
Contact: Jason Pfaff
Address: 8521 E. PRINCESS DRIVE, SUITE 100
SCOTTSDALE AZ 85255
Phone: 480-513-8518



Questionnaire

Solicitation Number: P09-0009

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes _____, No X _____.

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