



CONTRACT AMENDMENT

Materials Management Procurement

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

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

Solicitation No P09-0064 Page 1 of 1
Description Fixed Building & Site Signage
Amendment No Six (6) Date 1/29/2014

Buyer: Christine Finney

In accordance with the Contract Standard Terms and Conditions, Assignment-Delegation, the contractor, Airpark Signs & Graphics, has transferred ownership of the company to D F B, Inc

The City hereby approves re-assignment of the contract to the new owner, who assumes responsibility and takes no exception to the terms and conditions, specifications, or prices established in the existing contract

The contractor's address, telephone, and contact for day to day operations will remain the same

Nothing Further

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

Gretchen Cherrill
Signature Date 1/29/2014

Gretchen Cherrill
President
Typed Name and Title

D F B, Inc
Company Name

1205 N Miller Rd
Address

Tempe
City

AZ
State

85281
Zip Code

Attested by

Rhonda Germinsky
for Rhonda Germinsky
City Clerk

Andrew Granger
Director Andrew Granger Engineering Director

Ed Stiffler
Dept Rep Ed Stiffler Design & Construction Manager



CC Number

ACON35909F
Contract Number

Official File

Stephen M Kemp
Approved as to Form Stephen M Kemp City Attorney

The above referenced Contract Amendment is hereby Executed
Feb 12 2014 at Peoria, Arizona

Dan Zenko
Dan Zenko Materials Manager

City Seal

ACON3590.9 F



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee including dismissed complaints and nondisciplinary actions and orders by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individual(s) listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individual(s) listed on the license.

Details for License Number 128889 (Wednesday, January 29, 2014 8:50:33 AM)			
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
D F B Inc DBA Airpark Signs and Graphics 1205 N Miller Rd Tempe AZ 85281 1856 Phone (480) 966-6565	CURRENT	L 38 COMMERCIAL CORPORATION	First Issued 11/03/1997 Renewed Thru 11/30/2015

License Class & Description: **L 38 SIGNS**

Comments

•[SUSP 10/8/02 - 10/10/02 LACK OF BOND]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Gretchen Marie Cherrill
Position: QP/OFFICER Qual Date: 11/03/1997

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602 542 1525 or toll free statewide at 1-877 MY AZROC (1-877 692 9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.					
Closed Cases							
Disciplined	0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.					
Resolved/Settled/Withdrawn	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.					
Denied Access	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.					
Bankruptcy	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.					
Bond [1] Information							
Number	Effective	Amount	Paid	Available	Company	Notes	
59BSBET3911	10/09/2004	\$10 000 00	\$0 00	\$10 000 00	HARTFORD FIRE INSURANCE CO		
Bond [2] Information							
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
14440843	10/10/2002	12/08/2004	\$10 000 00	\$0 00	\$10 000 00	WESTERN SURETY COMPANY	
Bond [3] Information							
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
AF2260	10/09/2000	10/08/2002	\$10 000 00	\$0 00	\$10 000 00	CONTRACTORS BONDING & INS CO	

Arizona Corporation Commission
State of Arizona Public Access System

01/29/2014

12 46 PM

Corporate Status Inquiry
File Number -0794424-2
Corp Name: DFB, INC

This Corporation is in Good Standing
This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions To re-print a previously generated Certificate of Good Standing click Reprint Certificate

[Print Certificate](#)

[Reprint Certificate](#)

[Return to Corporate Inquiry](#)



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Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P09-0064 Page 1 of 1
Description: Fixed Building & Site Signage
Amendment No: Five (5) Date: 4/17/2013

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/22/13. **CONTRACT EXTENSION FOUR**

LAST YEAR OF CONTRACT

THE NEW CONTRACT TERM IS: 07/23/13 TO 07/22/14

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


Signature

5/7/2013
Date

Gretchen Cherrill
President

Typed Name and Title

Airpark Signs & Graphics

Company Name

1205 N. Miller Rd.

Address

Tempe

City

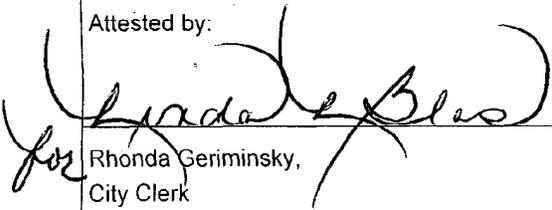
AZ

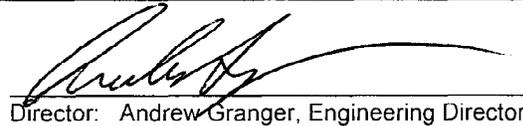
State

85281

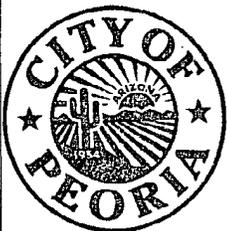
Zip Code

Attested by:


for Rhonda Geriminsky,
City Clerk


Director: Andrew Granger, Engineering Director


Dept Rep: Ed Striffler, Design & Construction Manager



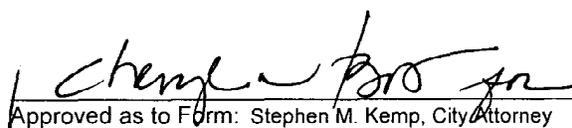
City Seal

CC Number

ACON35909E

Contract Number:

Official File


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

The above referenced Contract Amendment is hereby Executed
May 21, 2013, at Peoria, Arizona.


Dan Zenko, Materials Management Supervisor

A CON 35909E



CONTRACT AMENDMENT

Materials Management Procurement

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

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P09-0064 Page 1 of 1
Description: Fixed Building & Site Signage
Amendment No: Four (4) Date: 4/16/2012

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/22/12. **CONTRACT EXTENSION THREE**

THE NEW CONTRACT TERM IS:

Contract Term: 07/23/12 TO 07/22/13

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

Signature

Date

Gretchen Cherrill
President

Typed Name and Title

Airpark Signs & Graphics

Company Name

1205 N. Miller Rd.

Address

Tempe

City

AZ

State

85281

Zip Code

Attested by:

Wanda Nelson

Wanda Nelson, City Clerk

Andrew Grainger
Director: Andrew Grainger, Engineering Director

Ed Striffler
Dept Rep: Ed Striffler, Design & Construction Manager

CC Number

ACON35909D

Contract Number:

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

The above referenced Contract Amendment is hereby Executed

May 15, 2012, at Peoria, Arizona.

Dan Zenko
Dan Zenko, Materials Management Supervisor



City Seal

(Rev 02/11/10)

A CON 35909D



CONTRACT AMENDMENT

Materials Management Procurement

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

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P09-0064 Page 1 of 1
Description: Fixed Building & Site Signage
Amendment No: Three (3) Date: 4/5/2011

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/22/11. **CONTRACT EXTENSION TWO**

THE NEW CONTRACT TERM IS:

Contract Term: 07/23/11 TO 07/22/12

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

 4/20/2011
Signature Date

Gretchen Cherrill
President

Airpark Signs & Graphics
Company Name

1205 N. Miller Rd.
Address

Tempe
City

AZ
State

85281
Zip Code

Attested by:



Wanda Nelson, City Clerk



City Seal

(Rev 02/11/10)

CC Number

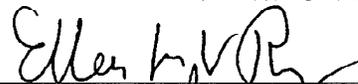
ACON35909C

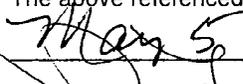
Contract Number:

Official File


Director: Andrew Granger, Engineering Director


Dept Rep: Ed Striffler, Design & Construction Manager
Ellen Van Riper, Assistant City Attorney


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

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

Herman F. Koebergen, Materials Manager

A CON 35909C



CONTRACT AMENDMENT

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Procurement**
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Peoria, AZ 85345
Telephone: (623) 773-7115
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Solicitation No: P09-0064 Page 1 of 6
Description: Fixed Building & Site Signage
Amendment No: Two (2) Date: 4/8/2010

Buyer: Christine Finney

The above referenced Contract is hereby amended as follows:

Contract Special Terms and Conditions are amended to add section 40, Miscellaneous Provisions, which comply with the applicable statutes and regulations governing the American Recovery and Reinvestment Act (ARRA) Sec. 1605 and ARRA Sec. 1606. These provisions shall only apply if the individual project assigned to the Contractor is utilizing Federal American Recovery and Reinvestment Act of 2009 (ARRA) funds. The City will notify the Contractor of such a circumstance.

40.1 Davis-Bacon Act (40 U.S.C. §276a-276a-5) Prevailing Wage Requirements (ARRA Section 1606):

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and the through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code. In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations ("CFR") § 5.5, which

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

Gretchen Cherrill 4/15/2010
Signature Date

Gretchen Cherrill
President
Typed Name and Title

Airpark Signs & Graphics
Company Name

1205 N. Miller Rd.
Address

Tempe
City

AZ
State

85281
Zip Code

Attested by:

Mary Jo Waddell
Mary Jo Waddell, City Clerk

[Signature]
Ed Striffler, Design & Construction Manager

Christine Finney
Christine Finney, Buyer-II

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
May 14, 2010 at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



CC Number

ACON35909 B
Contract Number:

Official File



CONTRACT AMENDMENT

Solicitation No: P09-0064 Page 2 of 6
Description: Fixed Building & Site Signage
Amendment No: Two (2) Date: 4/8/2010

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Buyer: Christine Finney

are incorporated by reference in this contract. The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract.

The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives.

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

40.2 Use of American Iron, Steel, and Manufactured Goods – Buy American Requirements (ARRA Section 1605):

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



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Solicitation No: P09-0064 Page 3 of 6
Description: Fixed Building & Site Signage
Amendment No: Two (2) Date: 4/8/2010

Buyer: Christine Finney

40.3 Whistleblower Protections Under The ARRA:

- (a) The Contractor shall post a notice of employees' rights and remedies for whistleblower protections provided under Section 1553 of the ARRA (Pub. L. 111-5).
- (b) The Contractor shall require that this provision be included in all subcontracts.

40.4 Reporting Requirements under the ARRA:

(a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.

(b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(c) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov:

- (1) The City of Peoria contract and order number, as applicable.
- (2) The amount of ARRA funds invoiced by the Contractor for the reporting period.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.
- (7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—
 - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and



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Solicitation No: P09-0064 Page 4 of 6
Description: Fixed Building & Site Signage
Amendment No: Two (2) Date: 4/8/2010

Buyer: Christine Finney

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and



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Solicitation No: P09-0064 Page 5 of 6

Description: Fixed Building & Site Signage

Amendment No: Two (2) Date: 4/8/2010

Buyer: Christine Finney

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

40.5 Central Contractor Registration Required:

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(b) "Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.

(d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.

(e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

40.6 Contract Work Hours and Safety Standards Act -- Overtime Compensation. (Jul 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or



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Solicitation No: P09-0064 Page 6 of 6
Description: Fixed Building & Site Signage
Amendment No: Two (2) Date: 4/8/2010

Buyer: Christine Finney

subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

40.7 Compliance with Copeland Act Requirements (Feb 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.



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

Solicitation No P09-0064 Page 1 of 1 Description Fixed Building & Site Signage Amendment No One (1) Date 4/1/2010

Buyer Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/22/10

THE NEW CONTRACT TERM IS.

Contract Term: 07/23/10 TO 07/22/11

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

Handwritten signature of Gretchen Cherrill and date 4/9/2010

Signature

Date

Gretchen Cherrill President

Typed Name and Title

Airpark Signs & Graphics

Company Name

1205 N Miller Rd

Address

Tempe

City

AZ

State

85281

Zip Code

Attested by

Handwritten signature of Mary Jo Waddell

Mary Jo Waddell, City Clerk



CC Number

ACON35909A

Contract Number

Official File

City Seal

(Rev 02/11/10)

Requested by: Handwritten signature of Christine Finney

Recommended by: Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed April 16, 2010, at Peoria, Arizona

Handwritten signature of Herman F Koebergen

Herman F Koebergen Materials Manager

A CON 35909A



City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No **P09-0064** Proposal Due Date **May 28, 2009**
 Materials and/or Services **Fixed Building & Site Signage** Proposal Time: **5 00 P M AZ Time**
 Contact: **Christine Finney**
 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 Gretchen Cherrill

Telephone 480-966-6865 Fax 480-966-5668

AIRPARK SIGNS & GRAPHICS
Company Name

Gretchen Cherrill
Authorized Signature for Offer

1205 N. MILLER RD.
Address

Gretchen Cherrill
Printed Name

TEMPE AZ 85281
City State Zip Code

PRESIDENT
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 MaryJo Kief
MaryJo Kief, City Clerk

City of Peoria, Arizona Effective Date 7/23/09

Approved as to form Ellen Van Ripper, Assistant City Attorney

Stephen M Kemp, City Attorney

CC _____

Contract Number HCQIN 35909

Contract Awarded Date July 22, 09

Official File _____

Herman F. Koebergen, Materials Manager



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TO
AIRPA-2

DATE (MM/DD/YYYY)
08/05/09

PRODUCER THE MAHONEY GROUP - PHOENIX 20410 N. 19th Ave Ste 170 Phoenix AZ 85027-1405 Phone: 623-215-1300 Fax: 623-215-1333	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Airpark Signs and Graphics Gretchen Cherrill 1205 N. Miller Road Tempe AZ 85281	INSURER A Acuity	14184
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	L60667	05/02/09	05/02/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	L60667	05/02/09	05/02/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	L60667	05/02/09	05/02/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Peoria, its officers, officials, agents and employees are additional insureds with respects to General Liability for all goods and services furnished to the City of Peoria with respects to Liability arising out of activities. *except 10 days notice for non-payment of premium. This form is subject to policy terms, conditions & exclusions

CERTIFICATE HOLDER CITY-16 City of Peoria 8401 W Monroe St Peoria AZ 85345	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



SOLICITATION AMENDMENT

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

Solicitation No: P09-0064
Description: Fixed Building & Site Signage
Amendment No: One (1)
Solicitation Due Date: June 2, 2009
Solicitation Due Time: 5:00 PM

Buyer: Christine Finney

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.

- The Solicitation due date has been extended to June 2, 2009 at 5:00 PM, Arizona Time.

All other provisions of this Solicitation shall remain in their entirety

Vendor hereby acknowledges receipt and agreement with the amendment

Bretchen Cherrill *6/1/09*
Signature Date
Bretchen Cherrill - President
Typed Name and Title
AIRPARK SIGNS & GRAPHICS
Company Name
1205 N. MILLER RD.
Address
TEMPE, AZ 85281
City State Zip

The above referenced Solicitation Amendment is hereby Executed

May 18, 2009

at Peoria, Arizona

Christine Finney
Christine Finney
Buyer



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

July 13, 2009

*BAFC
Request*

Airpark Signs & Graphics
Attn: Gretchen Cherrill, President
1205 N. Miller Road
Tempe, Arizona 85281

RE: City of Peoria Solicitation Number P09-0064
Fixed Building & Site Signage

Dear Ms. Cherrill:

The City of Peoria is reviewing your proposal for the above referenced solicitation. The following items are required to further evaluate your proposal:

- Provide the hourly rate for Principal (Gretchen Cherril) involvement. A \$0 rate is not a valid rate, as that overhead expense will simply be shifted to some other aspect of the project.
- Airpark is asked to revisit specifically the signage for the first six interior signs in the solicitation's signage matrix (Office Sign 1, Office Sign 2, Restroom Sign 1, etc.). As a gesture of fairness to Airpark, the City recognizes that the pricing proposed is less than that recently charged for the Development & Community Services Building (via Haydon) and Sunrise Mountain Library (via Haydon).
- Airpark is encouraged to honor the balance of their pricing in their best and final revision.

Your written response will constitute the Best and Final Offer and should be submitted to my attention by 5:00p.m. Thursday July 16, 2009. The requested information may be sent via fax at (623) 773-7118 or e-mail at christine.finney@peoriaaz.gov but please still send the original via US Mail.

Sincerely,

A handwritten signature in cursive script that reads "Christine Finney".

Christine Finney, CPPB
Buyer
Materials Management



July 16, 2009

City of Peoria
Attention: Materials Management
RFP #P09-0064, Building Signage
8314 West Cinnabar Avenue
Peoria, AZ 85345

Dear Sirs,

Thank you for considering **Airpark Signs & Graphics** for the Building Signage Request for Proposal. We are a full service provider of architectural signs with a history of many similar clients, one of which happens to be the City of Peoria. Over the last twenty-six years, we have grown from a small engraving company to a 29 person firm which includes:

- Two full time graphic designers
- A full staff of trained technicians that operate a range of state-of-the-art equipment including but not limited to

Computer vinyl cutting systems

Computerized routers and engravers

Photopolymer system

Laser cutting system

Water jet cutting system

Large format printing

Two Matthews Paint stations and the latest in low-emissions paint spray booth

Complete metal shop

Sand blaster

- Project managers that follow a project from the time a call comes in from each client, through design, permitting if needed, fabrication and installation

Additionally, we have a mutually successful partnering with Signs of the Times, a local UL fabrication shop that supports our clients when the scope of work exceeds the limits of our shop in the large electrical cabinet signs or building mounted lettering

In an economic down-turn such as we are experiencing, we have managed to keep the entire staff working as we have enjoyed a diverse client base. Our focus has been, and will remain, high quality architectural signs and the following highlights our client mix and the types of signs provided

Desert Botanical Garden

Entrance I.D.

Trail system markers

Donor recognition

Wayfinding

On-going projects over ten years

Catholic Healthcare West

Project monumentation

Building I.D.

All interior signs

Wayfinding

Ongoing projects for ten years



Hyatt Resort at Gainey Ranch

Project I.D.

Wayfinding

Room I.D.

Ongoing projects for fifteen years

Hyatt Resort at Pinion Point (Sedona)

Project I.D.

Wayfinding

Building I D.

Retail Center I D.

Recently completed Phase II of a five year project

Heard Museum

Building I.D. in North Scottsdale

New entry monument on Central

Town of Fountain Hills

Complete interior and exterior sign package design and fabrication

Salt River Pima – Maricopa Indian Community

Interior and exterior sign package design and fabrication

Twelve month project, recently completed

Paradise Valley Country Club

Arizona Country Club

Phoenix County Club

Indian Wells Golf Club (Palm Springs)

The Ritz at Marana Golf Club

All re-modeled or completed in the last twelve months

White Sox Training Facility (Camelback Ranch)

All interior and exterior signs

Completed 2009

City of Scottsdale

Police and Fire Department, Courts Building

Ongoing for over ten years

Recently completed Phase One of the Evidence Facility

Arizona State University

Building I.D.

Donor recognition

Ongoing client for five years

Recently completed the East Valley Campus

City of Peoria

Design and fabrication of the current Peoria sign standards

Rio Vista Recreation Center signs

Center for Performing Arts

Woman's Club

Municipal Complex

Community Center

Olive Avenue Fire Station sign upgrade

Ongoing projects for five years



Southwest Autism Research and Rehabilitation Center
Donor recognition and interior sign systems
Ongoing client for four years

Hayden Ferry Lakeside
Interior sign package for two office towers
Two condos
Parking garages
Retail tenants
Exterior directories
Building addressing
Ongoing projects for nine years

The project manager currently assigned to the City of Peoria is Dean Stellmach. He's worked for over twenty years in the project management field and has a degree in Interior Design. He's worked at **Airparks Signs & Graphics** for four years but has an eighteen year association with **Airpark Signs & Graphics** as a client while a project manager for Salt River Project and Motorola. He's detail-oriented and quality-driven and a valued member of our team.

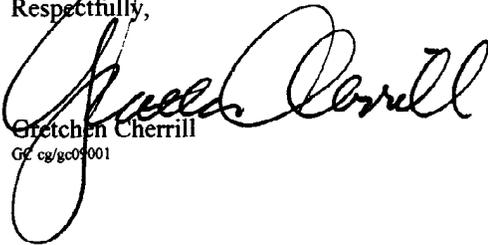
Other team members range from industrial designers, graphic designers and highly trained and experienced fabricators and installers, all necessary to deliver a quality project. We maintain a stable work force that includes seven of our staff that have been with us over ten years and as we hire, we look for more talented people that share the same qualities.

Our billable rates are outlined by the following

Principal	\$160.00/hour	Project Manger.	\$60.00/hour
Designer:	\$70 00/hour	Installation	\$85.00/hour
Fabrication range.	\$30 00-\$60 00/hour		

Again, I appreciate being considered to continue to serve the City of Peoria, We are proud of the designs and the signs we have provided in the past and look forward to continuing the relationship.

Respectfully,



Gretchen Cherrill
GC_cg/gc09001



PRICE SHEET

Solicitation Number: P09-0064

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

Cost Matrix for common sign types

Sign Type	Project Mgmt (\$)	Design (\$)	Materials & Fabrication (\$)	Install (\$)	Total Sign Cost (\$)
Office Sign 1 (COP-OFFICE-BB)	4.80	4.80	33.40	5.00	48.00
Office Sign 2 (COP-RVCUBE)	4.50	4.50	35.00	5.00	49.00
Restroom Sign 1 (COP-WOMEN-BB)	14.00	14.00	111.00	5.00	140.00
Restroom Sign 2 (COP-RVWOMEN)	13.50	13.50	103.00	5.00	135.00
Conference Sign 1 (COP-CONF-BB)	13.50	13.50	103.00	5.00	135.00
Conference Sign 2 (COP-RVCONF)	11.50	11.50	87.00	5.00	115.00
Dedication Plaque 1 (COP-DEDIC-LG)	160.00	240.00	1120.00	80.00	1600.00
Interior Lettering (COP-INTLTR-LAM)	4.50	4.50	26.00	10.00	45./char.
Vinyl 1 (COP-FIRE1-BL)	6.00	6.00	28.00	20.00	60.00
Vinyl 2 (COP-SUITE -FR)	6.00	6.00	28.00	20.00	60.00
Building Address (COP-BLDGADDR-PC)	12.50	12.50	50.00	50.00	125./char
Building Name (COP-BLDGNAME-SC)	10.00	16.00	40.00	40.00	100./char
Tall Post & Panel (COP-PPTALL-1)	200.00	200.00	1360.00	240.00	2000.
Tall Monument (COP-MON2-SB)	2400.00	2400.00	15,700	3500.00	24,000.



PRICE SHEET

Solicitation Number: P09-0064

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

Cost matrix for common raw materials

Raw Material	Unit of Measure (sf,lb,lf)	Average Cost per Unit of Measure (\$)	Vendor Comment
Aluminum Sheet (1/8" Thick)	sf	3.75/ 5/ft.	Metal prices fluctuate daily.
Aluminum Sheet (1/2" Thick)	lb	3.91/ lb	
Aluminum Tube Shapes (Various Sizes)	lb	2" - 2.50/lb 4" - 2.65/lb	
Stainless Steel Sheet (1/2" Thick)	lb	3.45/lb	
Colored Plexiglas (1/4" Thick)	sf	5.00/s.ft	
Colored Adhesive Vinyl	sf	3.25/s.ft.	
Cast Bronze	lb	30./lb	* all Cast plaques require setup fee - approx. \$300.
Other Primer		144/gal	EPA impacts these prices greatly.
Other Paint		145/gal	
Other Catalyst		126/gal	
Other Reducer		35./gal	
Other VHB (TAPE)		1.61/ft	
Other			



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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

1. PREPARATION OF PROPOSAL:

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

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

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

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

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

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

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

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

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

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

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

12. AWARD OF CONTRACT:

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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

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

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

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

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

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

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

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

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

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

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



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



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its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war; acts of terror, hate crimes affecting public order; riots; strikes, mobilization; labor disputes; civil disorders; fire, floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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

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:



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- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material into compliance.

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

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



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- 34. DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
- 35. FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
- 36. PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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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 **Fixed Building and Site Signage**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.
6. **Contract Type:** Fixed Price Term Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:

ADDRESS: 9875 N 85th Ave
Peoria, Arizona 85345
Development & Community Service Building
Point of View Room

DATE: May 18, 2009

TIME: 3:30 PM, 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



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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

11. **Proposal Submittal Requirements:** Specific proposal submittal requirements are listed in the **Scope of Work, Section II.**
12. **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 15 minutes, allowing 45 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
13. **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. Capabilities and Project Approach.
 - b. Experience/Projects.
 - c. Specific Skills & Abilities.
 - d. Cost.
 - e. Conformance to Request for Technical Proposals

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

14. **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.
15. **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.
16. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
17. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
18. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
19. **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.
20. **Document Ownership:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become



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the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

21. **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.
22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs
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. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
26. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise



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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, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

27. Required Insurance Coverage:

a. Commercial General Liability

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

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Professional Liability

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

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



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28. **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.

29. **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.

30. **Independent Contractor:**

a. General

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

b. Liability

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

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

c. Other Benefits

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



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Fax. (623) 773-7118

31. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City
 - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications
32. **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.
33. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination
34. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract
35. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0064

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

36. **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
37. **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.
38. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract
- Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- Cancel any contract,
 - Reserve all rights or claims to damage for breach of any covenants of the contract,
 - Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
 - In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by
 - Deduction from an unpaid balance,
 - Any combination of the above or any other remedies as provided by law.
39. **Project Travel Reimbursable Expenses:** Travel expenses of any kind are not allowed as part of the contract.



SCOPE OF WORK

Materials Management Procurement

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

Solicitation Number: **P09-0064**

I. Scope of Work

The City desires to establish a term contract with a qualified and experienced vendor(s) to provide quality building signage.

Capabilities/Approach

- The signage vendor shall have the design, fabrication, and installation of fixed building and site signage as its core business purpose.
- Any strategic partnerships (outsourcing) for design, fabrication, or installation shall be fully revealed in the signage vendor's response.
- Design, fabrication, and installation services must all be conducted from the signage vendor's (or disclosed partner's) established business location in the Phoenix metropolitan area.

Experience & Similar Projects/References

- The signage vendor shall possess a minimum of 5 years of experience in the design, fabrication, and installation of fixed building and site signage for large corporate and/or institutional clients.
- The signage vendor shall demonstrate a history of repeat business from satisfied large corporate and/or institutional clients. Demonstration may include a list of current references, client reference letters, and/or project listings, which clearly illustrates repeat commissions.

Specific Skills and Abilities

- The signage vendor shall describe their skills and abilities in the following areas:
 - Signage design
 - Project management (vendor – client)
 - Project management (internal)
 - Metal fabrication including:
 - Shaping
 - Welding
 - Water jetting
 - Etching
 - Casting
 - Other
 - Plastics fabrication including:
 - Computerized routing / cutting
 - Raised photopolymer
 - Engraving
 - Braille inlay



SCOPE OF WORK

Solicitation Number: **P09-0064**

Materials Management Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

- Computer cut vinyl appliqué
- Painting for metal and plastics fabrications

Rates and Pricing

- The signage vendor shall provide fully burdened billable rates for the following positions within the signage vendor's operation.

- Principal
- Project Manager
- Designer
- Fabricator
- Installer

- Billable rates shall be used to gain an understanding of the firm's labor cost structure and may not be the sole basis for the pricing of any specific signage commission

- The signage vendor shall complete the attached cost matrix for common sign types and a cost matrix for common raw materials. (see attached signage samples)

II. Submittal Requirements

A. Project Capabilities & Approach

- Present a proposed method of satisfying the requirements of the Scope of Work, as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action. Include a step-by-step process from when the City calls to order a sign to final delivery and or installation of the sign. Approach should include services done in house and services provided by a partner or sub-consultant along with the location of the office performing the services.

B. Experience & Similar Projects/References

- Provide a brief history of the firm and its experience in design, fabrication and installation of fixed building and site signage.
- Provide a brief history of the firm and its experience in design, fabrication and installation of fixed building and site signage for large corporate and/or institutional clients.
- The signage vendor shall demonstrate a history of repeat business from satisfied large corporate and/or institutional clients. Demonstration may include a list of current references, client reference letters, and/or project listings which clearly illustrates repeat commissions.



SCOPE OF WORK

Solicitation Number: P09-0064

Materials Management Procurement

8314 West Cinnabar Avenue
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- Provide three references a minimum of three (3) references from projects of similar size and scope that the Materials Management Division may contact. (see attached form)

C. Specific Skills & Abilities

- Provide information on those individuals assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated manager (main contact) and his/her qualifications, including but not limited to years employed with the firm, experience, and training. Include qualifications, certifications, and background checking information.
- The signage vendor shall describe their skills and abilities in the following areas:
 - Signage design
 - Project management (vendor – client)
 - Project management (internal)
 - Metal fabrication including:
 - Shaping
 - Welding
 - Water jetting
 - Etching
 - Casting
 - Other
 - Plastics fabrication including:
 - Computerized routing / cutting
 - Raised photopolymer
 - Engraving
 - Braille inlay
 - Computer cut vinyl appliqué
 - Painting for metal and plastics fabrications

D. Cost

- Provide Cost inclusive of all time and materials necessary to complete the Plan and produce the desired deliverable, also include markup fee (if any) for any materials and consumables or a price list for any consumables.
- Provide fully burdened billable rates for the following positions and or any other positions within your operation.
 - Principal
 - Project Manager
 - Designer
 - Fabricator
 - Installer
- Complete the cost matrix for common sign types & cost matrix for common raw materials. (see attachment)



SCOPE OF WORK

Solicitation Number: P09-0064

Materials Management Procurement

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- Provide breakout of any additional costs not included in rates as stated above. Including but not limited to, consumables or additional services. Travel expenses of any kind are not allowed as part of the contract.

III. Proposal Format

Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as stated. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. *Please do not bind the original.*

IV. Proposal Submittal and Contact Information

Proposals shall be submitted in one (1) original and five (5) copies and shall be delivered to:
City of Peoria
Attn: Materials Management
RFP# P09-0064, Building Signage
8314 W. Cinnabar Ave
Peoria, Arizona 85345

The proposal shall be due no later than **5:00 p.m.** on May 28, 2009.

All questions regarding the proposal should be directed to Christine Finney at christine.finney@peoriaaz.gov.



PRICE SHEET

Solicitation Number: P09-0064

Materials Management Procurement

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

Cost Matrix for common sign types

Sign Type	Project Mgmt (\$)	Design (\$)	Materials & Fabrication (\$)	Install (\$)	Total Sign Cost (\$)
Office Sign 1 (COP-OFFICE-BB)	4.50	4.50	31.00	5.00	45.
Office Sign 2 (COP-RVCUBE)	4.50	4.50	35.00	5.00	49.
Restroom Sign 1 (COP-WOMEN-BB)	12.50	12.50	95.00	5.00	125.
Restroom Sign 2 (COP-RVWOMEN)	11.00	11.00	83.00	5.00	110.
Conference Sign 1 (COP-CONF-BB)	12.50	12.50	95.00	5.00	125.
Conference Sign 2 (COP-RVCONF)	11.00	11.00	83.00	5.00	110.
Dedication Plaque 1 (COP-DEDIC-LG)	160.	240.	1120.00	80.00	1600.
Interior Lettering (COP-INTLTR-LAM)	4.50	4.50	26.00	10.00	45./char.
Vinyl 1 (COP-FIRE1-BL)	6.00	6.00	28.00	20.00	60.
Vinyl 2 (COP-SUITE-FR)	6.00	6.00	28.00	20.00	60.
Building Address (COP-BLDGADDR-PC)	12.50	12.50	50.00	50.00	125./char.
Building Name (COP-BLDGNAME-SC)	10.00	10.00	40.00	40.00	100./char.
Tall Post & Panel (COP-PPTALL-1)	200.00	200.00	1360.	240.00	2000.
Tall Monument (COP-MON2-SB)	2400.	2400.	15,700.	3500.00	24,000.



QUESTIONNAIRE

Materials Management Procurement

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Phone: (623) 773-7115
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Solicitation Number: P09-0064

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

1. Company: ARIZONA STATE UNIVERSITY
 Contact: JIM NEWELL James.newell@asu.edu Phone: 480-363-4015
 Address: 1551 SOUTH RURAL ROAD TEMPE, 85112
 Project Name: ASU
 Project Description: VARIOUS UNIVERSITY SIGN PROJECTS
 Project Cost: RANGE \$5,000- to \$300,000-

2. Company: SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY
 Contact: JOE DIVITO Joseph.Divito@SRPMIC-nsn.gov Phone: 480-362-7749
 Address: 10005 E. OSBORN RD. SCOTTSDALE 85256
 Project Name: TWO WATERS ADMINISTRATION CENTER
 Project Description: ALL SIGNS INCLUDING ADMIN. BUILDINGS &
 Project Cost: COUNCIL CHAMBERS
\$110,000-

3. Company: SUNCOR DEVELOPMENT
 Contact: GARY CHEEK gary.cheek@suncoraz.com Phone: 480-317-6838
 Address: 80 EAST RIO SALADO DR. #410 TEMPE 85281
 Project Name: HAYDEN FERRY LAKESIDE
 Project Description: ALL SIGNS INCLUDING OFFICE TOWERS, RESIDENTIAL
 Project Cost: CONDO TOWERS, HIGH RISE GARAGE & RETAIL.
RANGE \$10,000- to \$100,000-



QUESTIONNAIRE

Solicitation Number: **P09-0064**

**Materials Management
Procurement**

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

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

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



Attach a copy of your Business License to your bid submittal.

Account Number
13986



2009

Valid until 12/31/2009
unless revoked

Privilege Tax License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria
subject to the provisions of the Peoria City Code, Chapter 12

**Post in a Conspicuous Place
Non-Transferable**

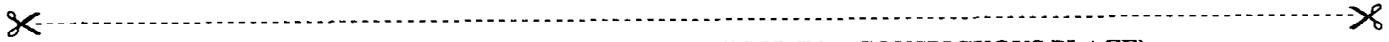
Business Address:
AIRPARK SIGNS/GRAPHICS
102 S RIVER DR #101
TEMPE AZ 85281-3060



AIRPARK SIGNS/GRAPHICS
1205 N MILLER RD
TEMPE AZ 85281-1856



Russell Young, Tax & License Supervisor



(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

Thank you for doing business in Peoria. We realize that you had many options when considering where to operate your business and we are pleased that you chose Peoria.

If you have questions regarding Peoria's tax reporting requirements or need information regarding specialty licenses, please contact us by:

Phone: (623) 773-7160
Fax: (623) 773-7159
E-mail: salestax@peoriaaz.com

We wish you success and prosperity in this year and in the years to come.

Sincerely,

Sales Tax & Licensing Section

LICENSE EFFECTIVE THROUGH
STATE OF ARIZONA NOV 2009
Registrar of Contractors CERTIFIES THAT
AIRPARK SIGNS AND GRAPHICS



CONTRACTORS LICENSE NO **ROC128889** CLASS **L-38**
SIGNS

COMMERCIAL ONLY

THIS CARD MUST BE
PRESENTED UPON DEMAND

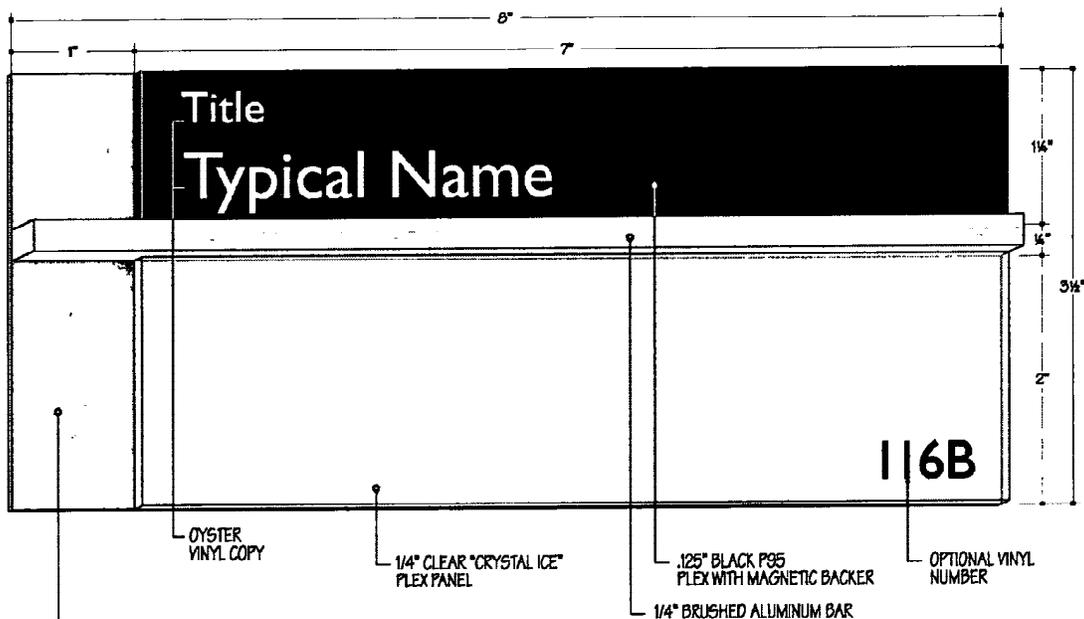
Fidelis V Garcia
DIRECTOR



Attachment A

Solicitation Number: P09-0064

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



Interior Wall Mounted Office Sign with Removable Nameplate
 Interior Cube Mounted Office Sign with Hanger
 Interior Desk Mounted Office Sign with Desk Stand

- COP-OFFICE-PB**
- COP-OFFICE-BB**
- COP-CUBE-PB**
- COP-CUBE-BB**
- COP-DESK-PB**
- COP-DESK-BB**





Attachment A

Solicitation Number: P09-0064

Materials Management

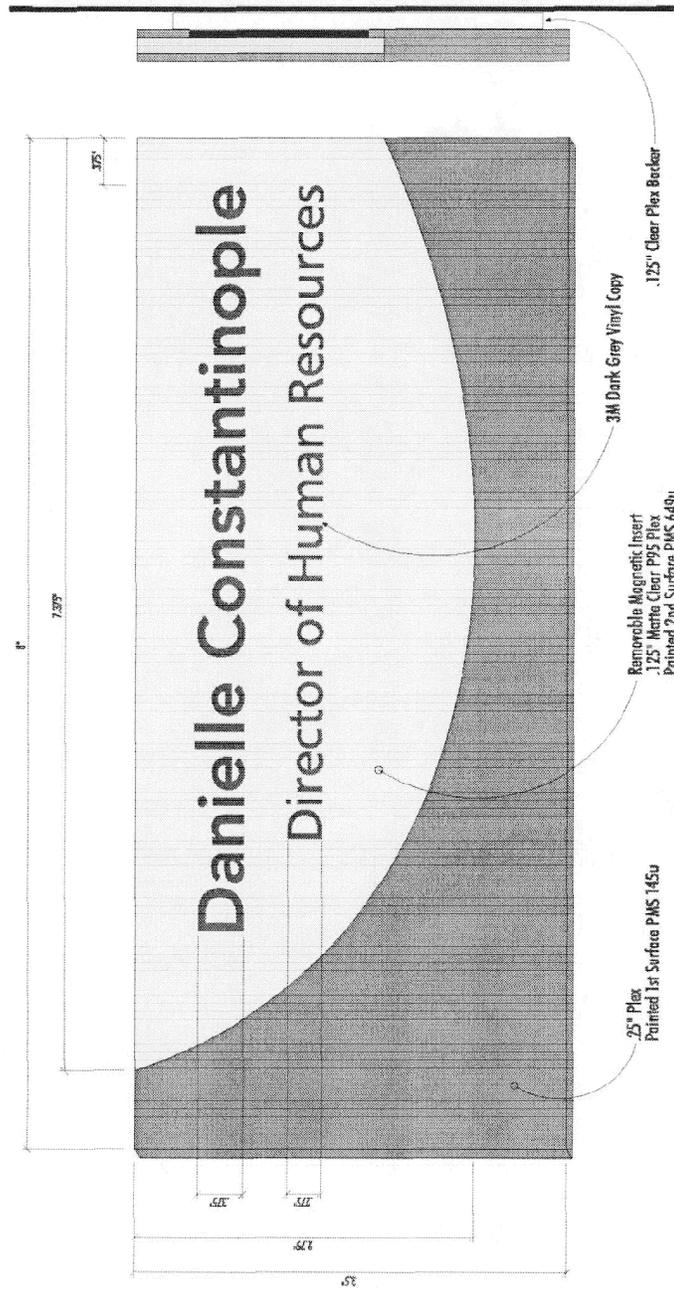
Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118



Rio Vista Rec Center Interior Wall Mounted Office Sign with removable Nameplate
 Rio Vista Rec Center Cube Mounted Office Sign with removable Nameplate with Hanger
 Rio Vista Rec Center Desk Mounted Office Sign with removable Nameplate with Desk Stand

COP-RVOFFICE
COP-RVDESK
COP-RVCUBE

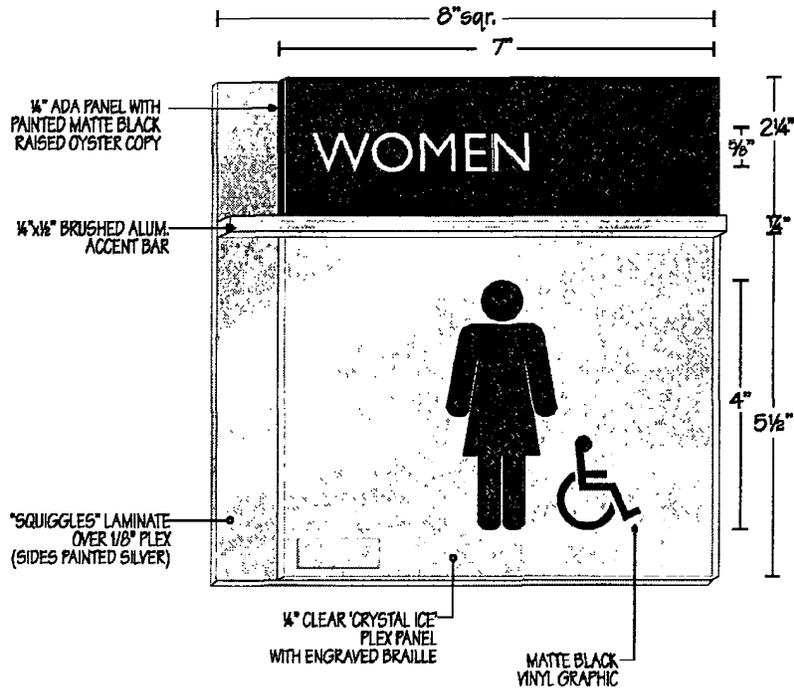




Attachment A

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

Solicitation Number: P09-0064



Interior Wall Mounted ADA Women's Restroom



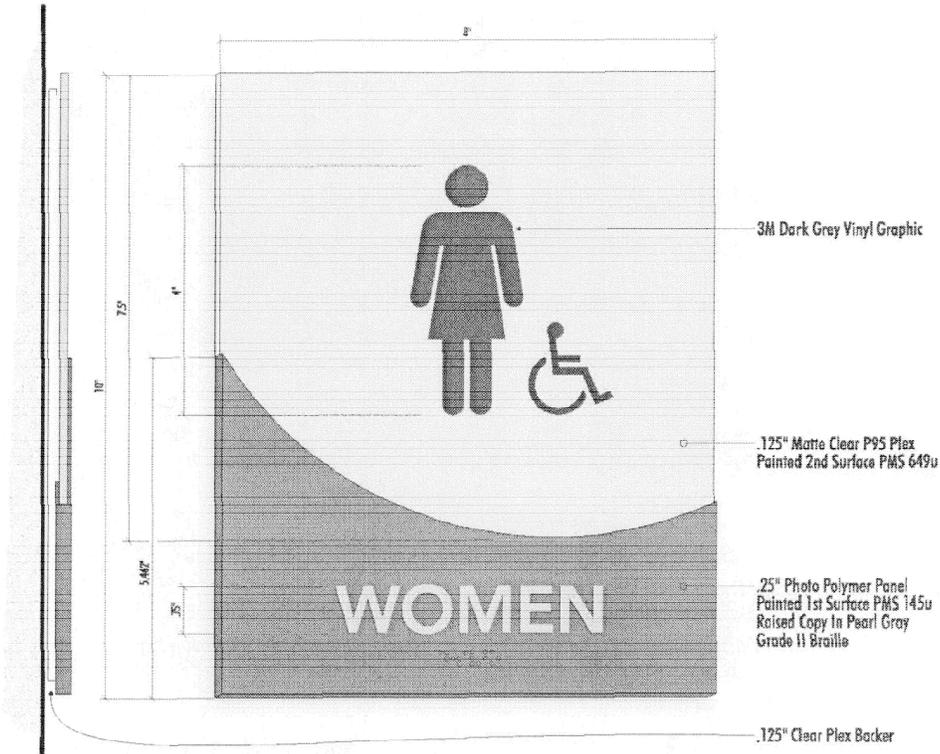
**COP-WOMEN-PB
COP-WOMEN-BB**



Attachment A

Solicitation Number: P09-0064

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
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Rio Vista Rec. Center Interior Wall Mounted ADA Women's Restroom



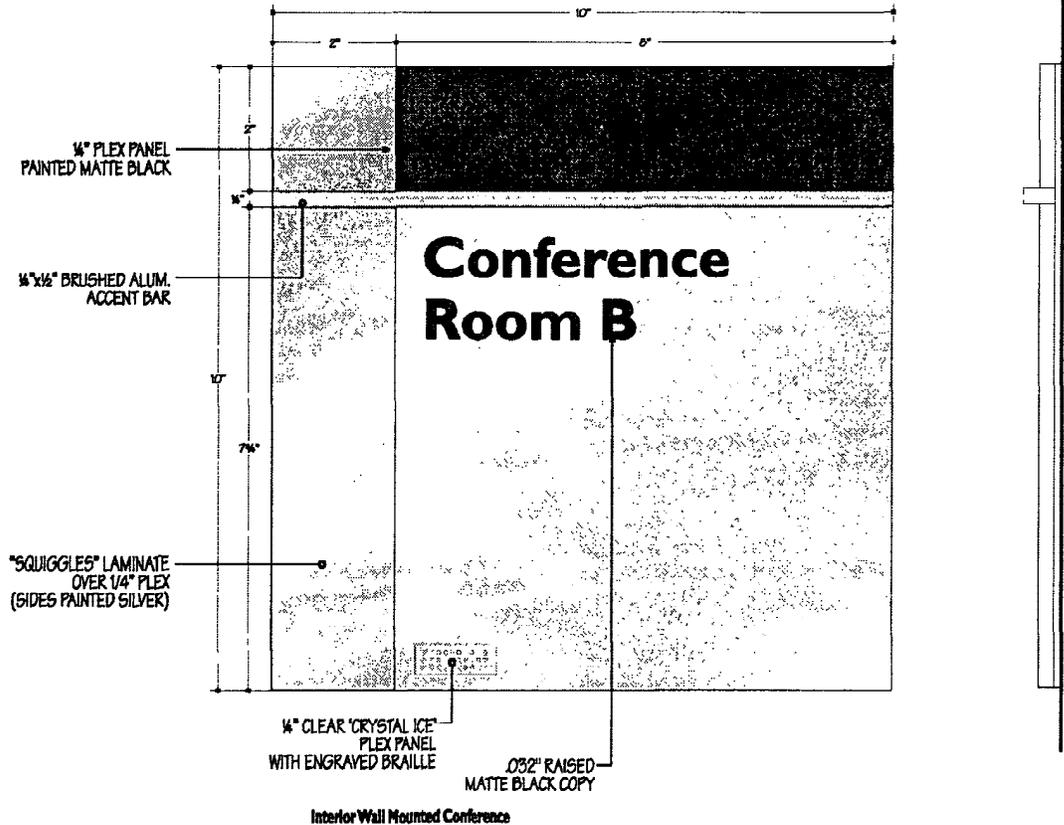
COP-RVWOMEN



Attachment A

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Solicitation Number: P09-0064



Interior Wall Mounted Conference



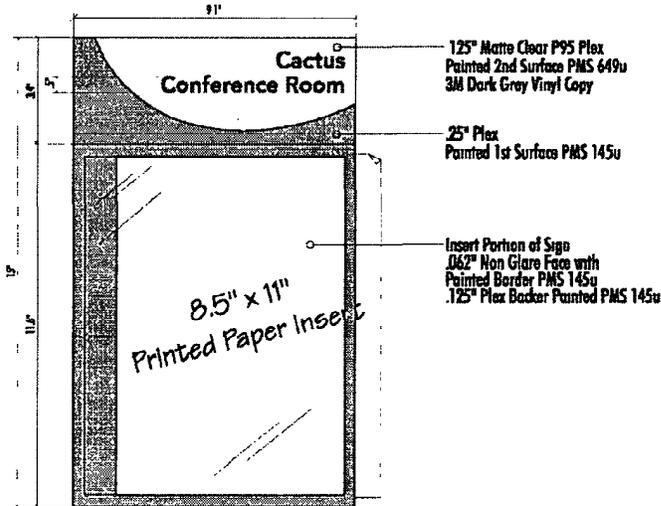
COP-CONF-PB
COP-CONF-BB



Attachment A

**Materials Management
Procurement**
 8314 West Cinnabar Avenue
 Peoria, Arizona 85345-6560
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Solicitation Number: P09-0064



Rio Vista Rec. Center Interior Wall Mounted Conference With Schedule Holder



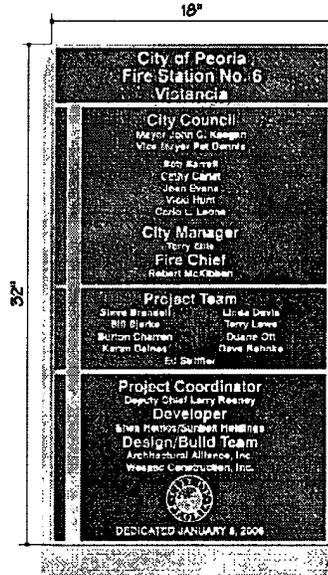
COP-RVCONF



Attachment A

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Solicitation Number: P09-0064



Dedication Plaque



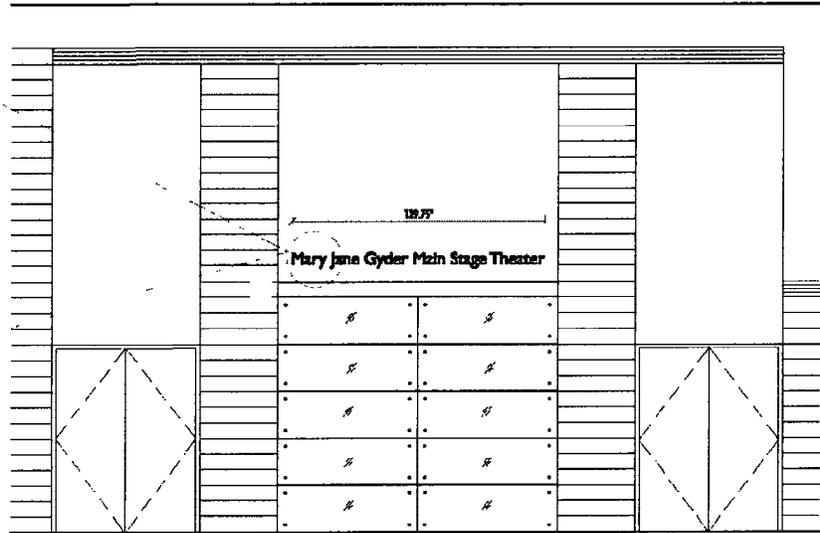
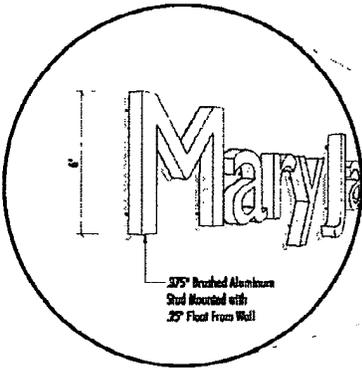
COP-DEDIC-LG



Attachment A

Solicitation Number: P09-0064

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



Solid Cut or Laminated Face Interior Wall Mounted Lettering



**COP-INTLTR-SC
COP-INTLTR-LAM**



Attachment A

Solicitation Number: P09-0064

Materials Management Procurement

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F.A.C.P. / FIRE RISER
Vinyl Lettering (Black or White)



COP-FIRE I-BL & WT



Attachment A

**Materials Management
Procurement**
8314 West Cinnabar Avenue
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Solicitation Number: P09-0064

36"

Information Technology
Department
Administration



Public Works
Department
Administration
Facilities Division

FROSTED CRYSTAL VINYL LETTERING
APPLIED TO WINDOW FIRST SURFACE

FROSTED CRYSTAL VINYL LETTERING
APPLIED TO WINDOW FIRST SURFACE

Vinyl Department Name Lettering On Glass Door



COP-SUITE (BL)(WT)(FR)

Black White Frosted



Attachment A

**Materials Management
Procurement**
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Solicitation Number: P09-0064

12"
8343

Reverse Pan Channel Lettering
Sheet Metal Construction / 2" Returns
Painted Black And Clip Mounted Flush
To Building



COP-BLDGADDR-PC



Attachment A

**Materials Management
Procurement**
8314 West Cinnabar Avenue
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Solicitation Number: **P09-0064**

8" PEORIA FIRE STATION NO.6
11'-10 5/8"
375" ALUMINUM



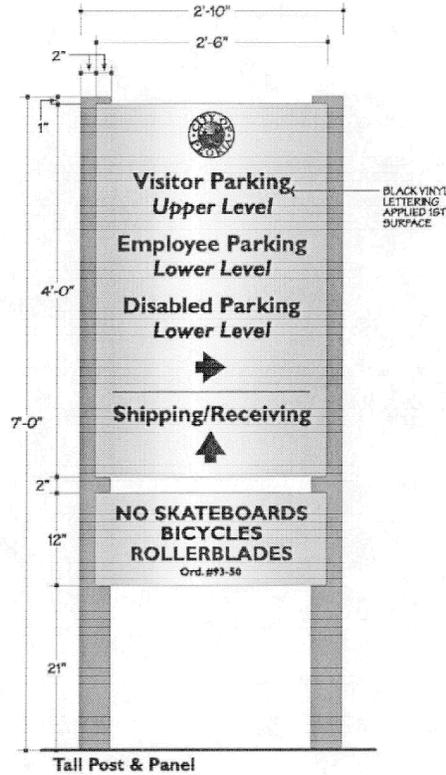
COP-BLDGNAME-SC



Attachment A

Solicitation Number: P09-0064

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COP-PPTALL-1
COP-PPTALL-2

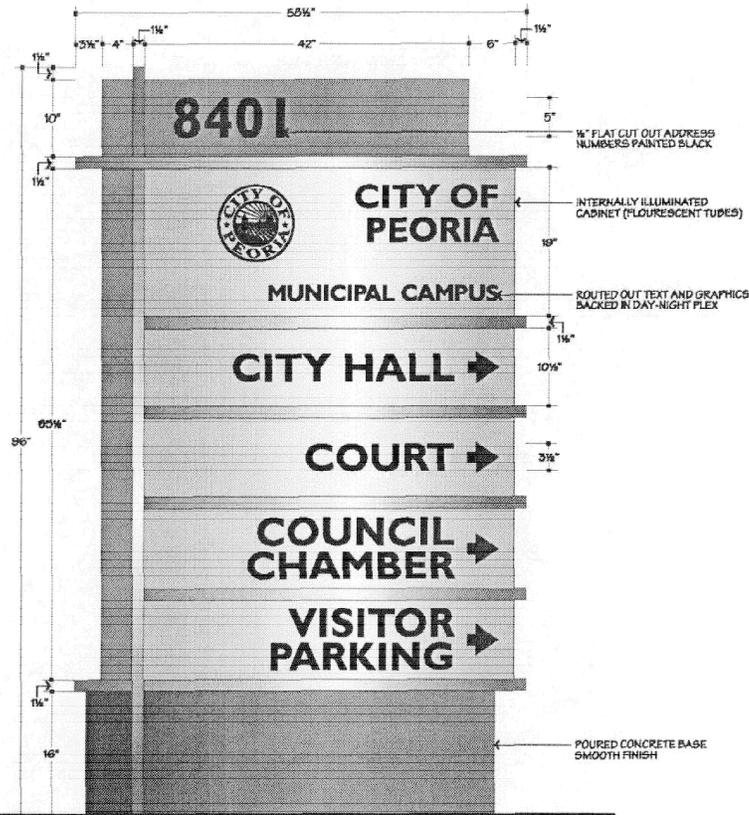


Attachment A

Solicitation Number: P09-0064

Materials Management Procurement

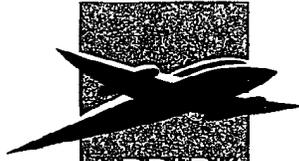
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118



Double Sided Tall Monument Style Campus Directory



COP-MON2-PB
COP-MON2-SB



AIRPARK
SIGNS & GRAPHICS

June 2, 2009

Christine Finney
Materials Management
8314 West Cinnabar Street
Peoria, AZ 85345

Dear Christine,

Enclosed please find our proposal for the RFP#P09-0064.

I appreciate being considered. Please call me with any questions regarding our submittal.

Respectfully,



Gretchen Chertill
GC ccgsc09001



AIRPARK
SIGNS & GRAPHICS

June 2, 2009

City of Peoria
Attention: Materials Management
RFP #P09-0064, Building Signage
8314 West Cinnabar Avenue
Peoria, AZ 85345

Dear Sirs,

Thank you for considering **Airpark Signs & Graphics** for the Building Signage Request for Proposal. We are a full service provider of architectural signs with a history of many similar clients, one of which happens to be the City of Peoria. Over the last twenty-six years, we have grown from a small engraving company to a 29 person firm which includes:

- Two full time graphic designers
- A full staff of trained technicians that operate a range of state-of-the-art equipment including but not limited to:
 - Computer vinyl cutting systems*
 - Computerized routers and engravers*
 - Photopolymer system*
 - Laser cutting system*
 - Water jet cutting system*
 - Large format printing*
 - Two Matthews Paint stations and the latest in low-emissions paint spray booth*
 - Complete metal shop*
 - Sand blaster*
- Project managers that follow a project from the time a call comes in from each client, through design, permitting if needed, fabrication and installation

Additionally, we have a mutually successful partnering with Signs of the Times, a local UL fabrication shop that supports our clients when the scope of work exceeds the limits of our shop in the large electrical cabinet signs or building mounted lettering

In an economic down-turn such as we are experiencing, we have managed to keep the entire staff working as we have enjoyed a diverse client base. Our focus has been, and will remain, high quality architectural signs and the following highlights our client mix and the types of signs provided.

Desert Botanical Garden
Entrance I.D.
Trail system markers
Donor recognition
Wayfinding
On-going projects over ten years

Catholic Healthcare West
Project monumentation
Building I D
All interior signs
Wayfinding
Ongoing projects for ten years

1205 North Miller Road
Tempe, Arizona
85281
480 966 6565
480 966 5668 (f)
signs@airparksigns.com



Hyatt Resort at Gainey Ranch

Project I.D.
Wayfinding
Room I.D.
Ongoing projects for fifteen years

Hyatt Resort at Pinion Point (Sedona)

Project I.D.
Wayfinding
Building I.D.
Retail Center I.D.
Recently completed Phase II of a five year project

Heard Museum

Building I.D. in North Scottsdale
New entry monument on Central

Town of Fountain Hills

Complete interior and exterior sign package design and fabrication

Salt River Pima – Maricopa Indian Community

Interior and exterior sign package design and fabrication
Twelve month project, recently completed

Paradise Valley Country Club

Arizona Country Club
Phoenix County Club
Indian Wells Golf Club (Palm Springs)
The Ritz at Marana Golf Club
All re-modeled or completed in the last twelve months

White Sox Training Facility (Camelback Ranch)

All interior and exterior signs
Completed 2009

City of Scottsdale

Police and Fire Department, Courts Building
Ongoing for over ten years
Recently completed Phase One of the Evidence Facility

Arizona State University

Building I.D.
Donor recognition
Ongoing client for five years
Recently completed the East Valley Campus

City of Peoria

Design and fabrication of the current Peoria sign standards
Rio Vista Recreation Center signs
Center for Performing Arts
Woman's Club
Municipal Complex
Community Center
Olive Avenue Fire Station sign upgrade
Ongoing projects for five years



Southwest Autism Research and Rehabilitation Center

Donor recognition and interior sign systems

Ongoing client for four years

Hayden Ferry Lakeside

Interior sign package for two office towers

Two condos

Parking garages

Retail tenants

Exterior directories

Building addressing

Ongoing projects for nine years

The project manager currently assigned to the City of Peoria is Dean Stellmach. He's worked for over twenty years in the project management field and has a degree in Interior Design. He's worked at Airparks Signs & Graphics for four years but has an eighteen year association with Airpark Signs & Graphics as a client while a project manager for Salt River Project and Motorola. He's detail-oriented and quality-driven and a valued member of our team.

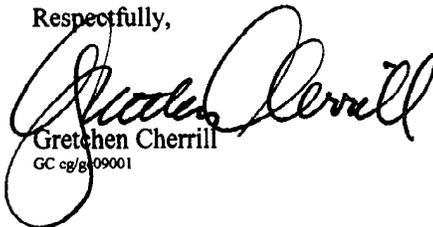
Other team members range from industrial designers, graphic designers and highly trained and experienced fabricators and installers, all necessary to deliver a quality project. We maintain a stable work force that includes seven of our staff that have been with us over ten years and as we hire, we look for more talented people that share the same qualities.

Our billable rates are outlined by the following:

Project Manger:	\$60.00/hour	Designer:	\$70.00/hour
Fabrication range:	\$30.00-\$60.00/hour	Installation:	\$85.00/hour

Again, I appreciate being considered to continue to serve the City of Peoria. We are proud of the designs and the signs we have provided in the past and look forward to continuing the relationship.

Respectfully,

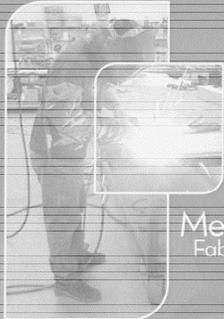
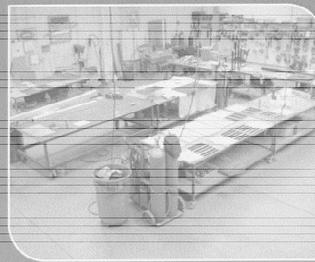


Gretchen Cherrill
GC cg/g 09001



In house graphic design

State of the Art Paint Booth



Metal Fabrication

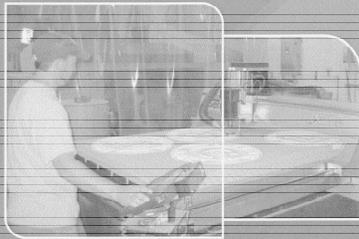
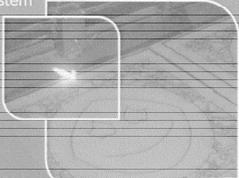


Waterjet Cutting System

Custom Vinyl Graphics



Laser Engraving/Cutting system



Large

How Things Work





1205 North Miller Road Tempe, Arizona 85281
480.966.6565 / 480.966.5668(f)

Award Winning Signs

Product Review: Roland's VersaUV LED-300 and VersaArt RS Series Printers, p.24

Engineering the
system

APRIL 2009

The World Leader
In Sign Information
Since 1906

Splendor in the Grass

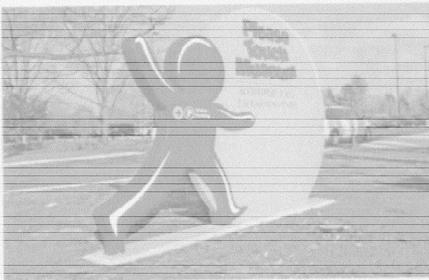
The 2009 International
Sign Contest p.84

Shops

WIREGRASS

Also
Denver's big bottle p.46
Efficient LED use p.58
EMC Survey debuts p.118
ISA Sign Expo Preview p.127

Commercial Sign Systems

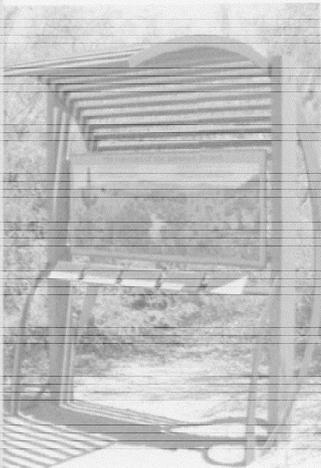
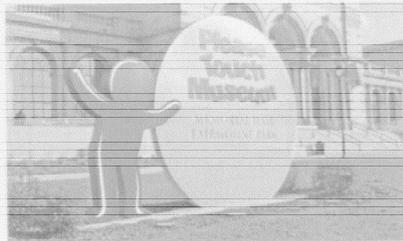
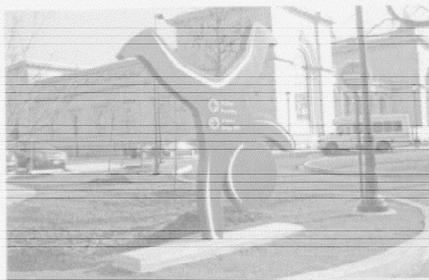


SECOND PLACE

Fabricator
L+H Companies
Reading, PA

Designer
Design+Communication Inc.
Montreal

L+H built this program for the Please Touch Museum, a 33-year-old, Philadelphia-based children's museum that emphasizes interactive learning. According to Scott Long, L+H's creative director, the playful depictions of the stick figures and circular structures vary from 8 x 8 ft. to 10 x 15 ft. The shop designed the wayfinding program with SA Intl.'s Flexi® software and fabricated it using CNC-routed, 0.125- and 0.080-in. aluminum coated with Matthews acrylic-polyurethane paint and an anti-graffiti coating.



THIRD PLACE

Fabricator
Gretchen Cherrill
Airpark Signs & Graphics
Tempe, AZ

Designer
Jamie Cowgill
JRC Design
Phoenix

A desert's indigenous color palette, flora and fauna provided ample inspiration for the Phoenix-based Desert Botanical Garden's distinctive environmental graphics. After having delved into the Garden's photo archive, JRC formulated the program's design using Adobe® Illustrator® with a CADTools plug-in. Airpark fabricated routed-aluminum panels coated with Matthews acrylic-polyurethane paint and decorated them with inkjet-printed, 3M vinyl faces before attaching them to rusted-steel posts. Cherrill said more than 50 signs have been installed, and approximately 50 more will be included during a future phase.