

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
INTERWEST SAFETY SUPPLY, LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of June 18, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Interwest Safety Supply, LLC, a Delaware limited liability company (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Peoria, Arizona (“Peoria”) entered into Contract No. ACON26816, dated June 24, 2016, as amended (collectively, the “Peoria Contract”), for the Contractor to provide street signs and hardware. A copy of the Peoria Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Peoria Contract, at its discretion and with the agreement of the awarded Contractor, and the Peoria Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Peoria Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with street signs and hardware (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 23, 2020 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Peoria Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a “Renewal Term”) if: (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Peoria Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional

one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Peoria Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Purchase of Materials and Services. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Peoria Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the specific Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, materials order or other form of written agreement describing the materials to be delivered (each, a "Materials Order"). Each Materials Order shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. A Materials Order submitted without referencing this Agreement and the Peoria Contract will be subject to rejection. Contractor acknowledges and agrees that a Materials Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than Town's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Peoria 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. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Services into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel any Materials Order within a reasonable time after issuance. Should a Materials Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Materials Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town notice of cancellation, or for lost profits, shipment of product prior to issuance of a Materials Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. For the Initial Term, the Town shall pay the Contractor an aggregate amount not to exceed \$119,823.17 for the Materials and Services at the unit rates set forth in the Peoria Contract. Thereafter, for the subsequent Renewal Term(s), if any, the Town shall pay the Vendor an annual aggregate amount not to exceed \$40,000.00 for the Materials and

Services at the unit rates set forth in the Peoria Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$199,823.17.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Peoria Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Contractor Proposal, the Peoria Contract, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Peoria Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Peoria Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the Peoria Contract, the Town shall be afforded all of the rights and privileges afforded to Peoria and shall be the "City" (as defined in the Peoria Contract) for the purposes of the portions of the Peoria Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Peoria to the extent provided under the Peoria Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the

negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
 4711 E. Falcon Drive, Suite 111
 Peoria, Arizona 85215
 Attn: Aaron D. Arnson, Town Attorney

If to Contractor: Interwest Safety Supply, LLC
 1714 West Lincoln Street
 Phoenix, Arizona 85007
 Attn: Kevin DeRuiter

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
INTERWEST SAFETY SUPPLY, LLC,

[Peoria Contract]

See following pages.



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 1

Description: Street Signs and Hardware

Amendment No: Eight (8) Date: 03/06/19

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

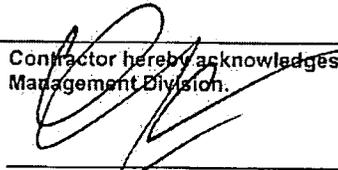
Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/23/19 and is hereby extended. EXTENSION #3

The New Contract Term is: 06/24/19 to 06/23/20

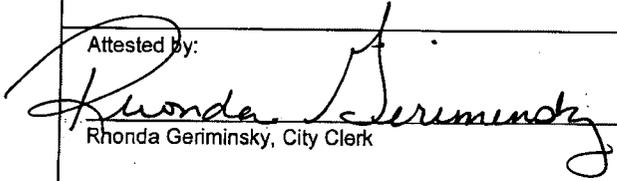
*Price increase approved by department. See attached Price Sheet Summary (revised 4/2019) which replaces previous price sheets. All contract terms and conditions remain the same.

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

	4/22/19	Kevin DeRuijter, Regional Manager	Interwest Safety Supply, LLC
Signature	Date	Typed Name and Title	Company Name

1714 W Lincoln Street	Phoenix	AZ	85007
Address	City	State	Zip

Attested by:


Rhonda Geriminsky, City Clerk

CC Number



ACON26816H
Contract Number

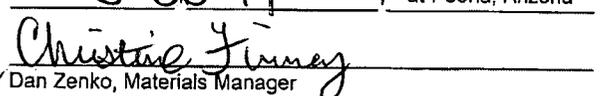

Director: Kevin Burke, Public Works Director


Department Rep: Adam Stapleton,
Street Maintenance Supervisor

Approved as to Form:

Vanessa P. Hickman, City Attorney

The above referenced Contract Amendment is hereby Executed:

5-20-19, at Peoria, Arizona

Dan Zenko, Materials Manager

Terry Anderson
CPPB Contract Officer
City of Peoria Materials Management

5/12/2019



www.iwsafety.com

Terry,

Please let this letter serve as notice regarding price list increase sent on 4/23/2019. Interwest Safety will put increase into effect at start date of 7/1/2019.

With the continued rising prices of raw materials, we use in our production and the uncertainty of stable pricing within our market we felt it necessary to increase prices for the upcoming term of the contract.

For any suggestions or concerns regarding this increase or our services do not hesitate to call me. I would appreciate any and all inquiries.

Interwest Safety has always valued our relationship with the City of Peoria. We will continue always to improve and provide the very best in customer service. We are proud to have assisted on so many Peoria projects.

Sincerely,
Rick Belanger
Account Manager

P16-0065 Street Signs and Hardware
Price Sheet Summary (revised 04/22/19)

Item	Product Description	Qty	2017			2018			2019			Contract Amendment #8		
			Current Unit Price	Ext Curr Price	Current Unit Price	Ext New Price	New Unit Price	Ext New Price	Price Delta	Price Delta				
1	#960 Sign, Blank 24"x6"	40	\$2.60	\$104.00	\$4.25	\$170.00	\$6.14	\$245.60	\$1.89	\$75.60				
2	#964 Sign, Blank 48"x6"	1	\$5.20	\$5.20	\$8.50	\$8.50	\$12.28	\$3.78	\$3.78					
3	#965 Sign, Blank 12"x12"	1	\$2.60	\$2.60	\$4.25	\$4.25	\$4.34	\$0.09	\$0.09					
4	#966 Sign, Blank 18"x12"	200	\$3.86	\$772.00	\$6.00	\$1,200.00	\$6.51	\$1,302.00	\$0.51	\$102.00				
5	#968 Sign, Blank 36"x12"	110	\$7.72	\$849.20	\$10.00	\$1,100.00	\$18.41	\$2,025.10	\$8.41	\$925.10				
6	#970 Sign, Blank 18"x18"	20	\$5.85	\$117.00	\$9.25	\$185.00	\$9.76	\$195.20	\$0.51	\$10.20				
7	#971 Sign, Blank 24"x18"	150	\$7.80	\$1,170.00	\$12.00	\$1,800.00	\$13.01	\$1,951.50	\$1.01	\$151.50				
8	#973 Sign, Blank 24"x24"	23	\$10.30	\$236.90	\$16.00	\$368.00	\$17.35	\$399.05	\$1.35	\$31.05				
9	#975 Sign, Blank 36"x24"	30	\$15.44	\$463.20	\$22.00	\$660.00	\$36.83	\$1,104.90	\$14.83	\$444.90				
10	#976 Sign, Blank 48"x24"	10	\$20.59	\$205.90	\$28.50	\$285.00	\$49.10	\$491.00	\$20.60	\$206.00				
11	#977 Sign, Blank 30"x30"	120	\$16.10	\$1,932.00	\$26.00	\$3,120.00	\$27.11	\$3,253.20	\$1.11	\$133.20				
12	#979 Sign, Blank Bare 36"x36"	13	\$23.23	\$301.99	\$35.00	\$455.00	\$39.04	\$507.52	\$4.04	\$52.52				
13	#981 Sign, 24"x6" Dbl Face	40	\$6.65	\$266.00	\$7.50	\$300.00	\$11.04	\$441.60	\$3.54	\$141.60				
14	#982 Sign, 30"x6" Dbl Face	20	\$8.30	\$166.00	\$9.00	\$180.00	\$13.80	\$276.00	\$4.80	\$96.00				
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$9.95	\$9.95	\$10.50	\$10.50	\$16.56	\$6.06	\$6.06					
16	#984 Sign, 42"x6" Dbl Face High Intensity White	1	\$11.65	\$11.65	\$12.95	\$12.95	\$19.32	\$6.37	\$6.37					
17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$13.30	\$133.00	\$14.50	\$145.00	\$22.08	\$220.80	\$7.58	\$75.80				
18	#988 Sign, 18"x18" OMA-2 Type IV Hi Intensity w/ Graffiti	10	\$14.95	\$149.50	\$16.50	\$165.00	\$19.46	\$194.60	\$2.96	\$29.60				
19	#991 Sign, Blank 30"x24"	280	\$22.90	\$6,412.00	\$25.00	\$7,000.00	\$23.13	\$6,476.40	\$1.87	\$523.60				
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$25.74	\$25.74	\$28.50	\$28.50	\$61.38	\$32.88	\$32.88					
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$30.88	\$30.88	\$34.00	\$34.00	\$73.65	\$39.65	\$39.65					
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$9.90	\$198.00	\$10.95	\$219.00	\$16.56	\$331.20	\$5.61	\$112.20				
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$12.50	\$12.50	\$13.75	\$13.75	\$20.70	\$6.95	\$6.95					
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$14.95	\$14.95	\$16.45	\$16.45	\$24.83	\$8.38	\$8.38					
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$17.45	\$174.50	\$19.20	\$192.00	\$28.97	\$289.70	\$9.77	\$97.70				
26	#2520 36"x30" Blank, Bare, Universal Hole Pat.	10	\$19.30	\$193.00	\$30.00	\$300.00	\$32.35	\$323.50	\$2.35	\$23.50				
27	#2522 Sign, 30" School Xing Blank, Bare	20	\$16.25	\$325.00	\$26.00	\$520.00	\$27.11	\$542.20	\$1.11	\$22.20				
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$5.15	\$103.00	\$8.50	\$170.00	\$8.68	\$173.60	\$0.18	\$3.60				
29	#2990 Sign, STOP, 30"x30", .080 gauge, w/ High Intensity & Anti Graffiti Film	30	\$37.60	\$1,128.00	\$45.00	\$1,350.00	\$59.45	\$1,783.50	\$14.45	\$433.50				
30	#3031 30"x12" Sign, Blank	1	\$6.43	\$6.43	\$10.50	\$10.50	\$15.34	\$4.84	\$4.84					
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$4.35	\$4.35	\$7.00	\$7.00	\$10.23	\$3.23	\$3.23					
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$20.90	\$20.90	\$22.50	\$22.50	\$33.99	\$11.49	\$11.49					
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$23.90	\$23.90	\$26.00	\$26.00	\$38.85	\$12.85	\$12.85					
34	36" Sign, Blank, School Xing, Punched	1	\$23.40	\$23.40	\$38.00	\$38.00	\$39.04	\$1.04	\$1.04					
35	24"x9" Sign, Blank	1	\$3.90	\$3.90	\$6.00	\$6.00	\$9.21	\$3.21	\$3.21					
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$23.16	\$23.16	\$38.00	\$38.00	\$38.00	\$0.00	\$0.00					
37	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom	1	\$10.03	\$10.03	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00					
38	36"x36" Sign, Blank, Square and Diamond (hole patterns)	1	\$23.16	\$23.16	\$38.00	\$38.00	\$39.04	\$1.04	\$1.04					
39	18"x6" Sign, Blank	1	\$1.95	\$1.95	\$3.50	\$3.50	\$4.60	\$1.10	\$1.10					
40	24"x10" Sign, Blank	1	\$4.30	\$4.30	\$7.00	\$7.00	\$10.23	\$3.23	\$3.23					
41	#1008-Bracket-Sign-Banding-D022-50/box	2	\$406.00	\$209.00							removed			
42	#1009 Bracket, Sign 1345F, 5 1/2" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$6.50	\$0.50	\$0.50					
43	#1011 Bracket, Sign 9223F, 5 1/2" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$6.50	\$0.50	\$0.50					
44	#1012 Bracket, Sign 9905F, 5 1/2" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$6.50	\$0.50	\$0.50					
45	44" Bracket, Sign 12" Round	1	\$12.00	\$12.00	\$10.50	\$10.50	\$10.50	\$0.00	\$0.00					
46	Bracket, Sign 12" Square	1	\$12.00	\$12.00	\$10.50	\$10.50	\$10.50	\$0.00	\$0.00					
47	Bracket, Sign 12" Cross	1	\$12.00	\$12.00	\$10.50	\$10.50	\$10.50	\$0.00	\$0.00					
48	#1013 Branding Metal 100"x030 Ga.	8	\$58.75	\$470.00	\$10.50	\$84.00	\$69.44	\$555.52	\$58.94	\$471.52				
49	#015-Buckle-Sign-Banding-1/2"-100/box	3	\$49.00	\$147.00							removed			
50	#1016 Post, Square, 1 1/2" sq. x 144", 12 gauge	1	\$40.95	\$40.95	\$38.25	\$38.25	\$38.25	\$0.00	\$0.00					
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$9.30	\$930.00	\$9.30	\$930.00	\$9.56	\$956.00	\$0.26	\$26.00				
52	#1019 Post, Square, 1 1/2" sq. x 120" 12 gauge	100	\$34.50	\$3,450.00	\$32.75	\$3,275.00	\$32.75	\$3,275.00	\$0.00	\$0.00				
Annual Grand Total:														
											\$20,933.09	\$24,418.40	\$27,890.53	\$3,289.38



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 2

Description: Street Signs and Hardware

Amendment No: Seven (7) Date: 08/29/18

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

Buyer: Terry Andersen

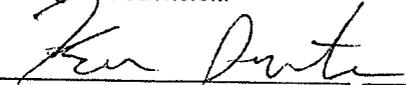
ORIGINAL

ACON26816 is hereby being amended to increase prices due to increase in aluminum pricing.

The attached P16-0065 Street Signs & Hardware Price Sheet Summary revised 7/31/18 replaces previous price sheets. All contract terms and conditions remain the same.

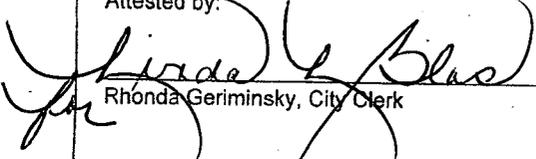
*includes discount catalog pricing for items not listed on Price Sheet.

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

	9-19-18	Kevin DeRuiter Regional Manager	Interwest Safety Supply, LLC
Signature	Date	Typed Name and Title	Company Name

1714 W Lincoln Street	Phoenix	AZ	85007
Address	City	State	Zip

Attested by:



Rhonda Geriminsky, City Clerk



Director: Kevin Burke, Public Works Director

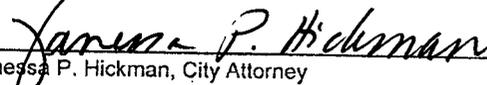


CC Number



Project Manager: Adam Stapleton,
Street Maintenance Supervisor

Approved as to Form:

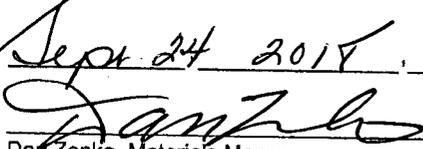


Vanessa P. Hickman, City Attorney

ACON26816G
Contract Number

City Seal
Copyright 2003
City of Peoria, Arizona

The above referenced Contract Amendment is hereby Executed:



Sept 24 2018, at Peoria, Arizona

Dan Zenko, Materials Manager

**P16-0065 Street Signs and Hardware
Price Sheet Summary (revised 07/31/18)**

Contract Amendment #7

Item	Product Description	Qty	Current Unit Price	Ext Curr Price	New Unit Price	Ext New Price	Unit Price Delta	Ext Price Delta
1	#960 Sign, Blank 24"x6"	40	\$2.60	\$104.00	\$4.25	\$170.00	\$1.65	\$66.00
2	#964 Sign, Blank 48"x6"	1	\$5.20	\$5.20	\$8.50	\$8.50	\$3.30	\$3.30
3	#965 Sign, Blank 12"x12"	1	\$2.60	\$2.60	\$4.25	\$4.25	\$1.65	\$1.65
4	#966 Sign, Blank 18"x12"	200	\$3.86	\$772.00	\$6.00	\$1,200.00	\$2.14	\$428.00
5	#968 Sign, Blank 36"x12"	110	\$7.72	\$849.20	\$10.00	\$1,100.00	\$2.28	\$250.80
6	#970 Sign, Blank 18"x18"	20	\$5.85	\$117.00	\$9.25	\$185.00	\$3.40	\$68.00
7	#971 Sign, Blank 24"x18"	150	\$7.80	\$1,170.00	\$12.00	\$1,800.00	\$4.20	\$630.00
8	#973 Sign, Blank 24"x24"	23	\$10.30	\$236.90	\$16.00	\$368.00	\$5.70	\$131.10
9	#975 Sign, Blank 36"x24"	30	\$15.44	\$463.20	\$22.00	\$660.00	\$6.56	\$196.80
10	#976 Sign, Blank 48"x24"	10	\$20.59	\$205.90	\$28.50	\$285.00	\$7.91	\$79.10
11	#977 Sign, Blank 30"x30"	120	\$16.10	\$1,932.00	\$26.00	\$3,120.00	\$9.90	\$1,188.00
12	#979 Sign, Blank Bare 36"x36"	13	\$23.23	\$301.99	\$35.00	\$455.00	\$11.77	\$153.01
13	#981 Sign, 24"x6" Dbl Face	40	\$6.65	\$266.00	\$7.50	\$300.00	\$0.85	\$34.00
14	#982 Sign, 30"x6" Dbl Face	20	\$8.30	\$166.00	\$9.00	\$180.00	\$0.70	\$14.00
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$9.95	\$9.95	\$10.50	\$10.50	\$0.55	\$0.55
16	#984 Sign, 42"x6" Dbl Face High Intensity White	1	\$11.65	\$11.65	\$12.95	\$12.95	\$1.30	\$1.30
17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$13.30	\$133.00	\$14.50	\$145.00	\$1.20	\$12.00
18	#988 Sign, 18"x18" OM4-2 Type IV Hi Intensity w/ Graffiti	10	\$14.95	\$149.50	\$16.50	\$165.00	\$1.55	\$15.50
19	#991 Sign, Blank 30"x24"	280	\$22.90	\$6,412.00	\$25.00	\$7,000.00	\$2.10	\$588.00
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$25.74	\$25.74	\$28.50	\$28.50	\$2.76	\$2.76
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$30.88	\$30.88	\$34.00	\$34.00	\$3.12	\$3.12
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$9.90	\$198.00	\$10.95	\$219.00	\$1.05	\$21.00
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$12.50	\$12.50	\$13.75	\$13.75	\$1.25	\$1.25
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$14.95	\$14.95	\$16.45	\$16.45	\$1.50	\$1.50
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$17.45	\$174.50	\$19.20	\$192.00	\$1.75	\$17.50
26	#2520 36"x30" Blank, Bare, Universal Hole Pat	10	\$19.30	\$193.00	\$30.00	\$300.00	\$10.70	\$107.00
27	#2522 Sign, 30" School Xing Blank, Bare	20	\$16.25	\$325.00	\$26.00	\$520.00	\$9.75	\$195.00
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$5.15	\$103.00	\$8.50	\$170.00	\$3.35	\$67.00
29	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film	30	\$37.60	\$1,128.00	\$45.00	\$1,350.00	\$7.40	\$222.00
30	#3031 30"x12" Sign, Blank	1	\$6.43	\$6.43	\$10.50	\$10.50	\$4.07	\$4.07
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$4.35	\$4.35	\$7.00	\$7.00	\$2.65	\$2.65
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$20.90	\$20.90	\$22.50	\$22.50	\$1.60	\$1.60
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$23.90	\$23.90	\$26.00	\$26.00	\$2.10	\$2.10
34	36" Sign, Blank, School Xing, Punched	1	\$23.40	\$23.40	\$38.00	\$38.00	\$14.60	\$14.60
35	24"x9" Sign, Blank	1	\$3.90	\$3.90	\$6.00	\$6.00	\$2.10	\$2.10
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$23.16	\$23.16	\$38.00	\$38.00	\$14.84	\$14.84
37	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom	1	\$10.03	\$10.03	\$15.00	\$15.00	\$4.97	\$4.97
38	36"x36" Sign, Blank, Square and Diamond (hole patterns)	1	\$23.16	\$23.16	\$38.00	\$38.00	\$14.84	\$14.84
39	18"x6" Sign, Blank	1	\$1.95	\$1.95	\$3.50	\$3.50	\$1.55	\$1.55
40	24"x10" Sign, Blank	1	\$4.30	\$4.30	\$7.00	\$7.00	\$2.70	\$2.70
41	#1008 Bracket, Sign Banding D022 50/box	2	\$100.00	\$200.00				
42	#1009 Bracket, Sign 134SF, 5 1/4" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00	\$0.00
43	#1011 Bracket, Sign 922SF, 5 1/4" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00	\$0.00
44	#1012 Bracket, Sign 990SF, 5 1/4" W	1	\$6.00	\$6.00	\$6.00	\$6.00	\$0.00	\$0.00
45	Bracket, Sign 12" Round	1	\$12.00	\$12.00	\$10.50	\$10.50	\$1.50	\$1.50
46	Bracket, Sign 12" Square	1	\$12.00	\$12.00	\$10.50	\$10.50	\$1.50	\$1.50
47	Bracket, Sign 12" Cross	1	\$12.00	\$12.00	\$10.50	\$10.50	\$1.50	\$1.50
48	#1013 Branding Metal 100"x.030 Ga.	8	\$58.75	\$470.00	\$10.50	\$84.00	\$48.25	\$386.00
49	#1015 Buckle, Sign Banding 1/2" 100/box	3	\$43.00	\$129.00				
50	#1016 Post, Square, 1 3/4" sq. x 144" 12 gauge	1	\$40.95	\$40.95	\$38.25	\$38.25	\$2.70	\$2.70
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$9.30	\$930.00	\$9.30	\$930.00	\$0.00	\$0.00
52	#1019 Post, Square, 1 3/4" sq. x 120" 12 gauge	100	\$34.50	\$3,450.00	\$32.75	\$3,275.00	\$1.75	\$175.00

Removed

Removed



May 24, 2018

Interwest Safety Supply, LLC
Bart Smith
724 East 1860 South
Provo, Utah 84603

Market Impact 2018, Aluminum

The aluminum market and supporting industries have been directly affected by multiple events causing escalating prices in 2018.

- U.S. Commerce Department initiated antidumping duty and countervailing duty investigations against China. These investigations began in November 2017 and are not expected to be finalized until August 2018.
- Section 232 tariffs were announced in March 2018 of 10% for common alloy aluminum imports.
- U.S. Treasury sanctions against United Co. Rusal in April 2018 has further impacted world aluminum markets

Foreign and domestic aluminum supply is limited, and pricing has risen in response to the wave of domestic demand that has been created from these events. In addition to an increase in the spot market price of aluminum, there has also been increases in labor, energy, and freight costs driving further impact on price. For 2018, aluminum prices have risen 24% compared to 2017, Q4.

The outlook for the remainder of 2018 is concerning, domestic rolling mills are at capacity and foreign mills are charging premium prices to secure materials. It is our opinion that prices could continue to rise at a consistent pace throughout the year. This opinion is based on the uncertainty of the longstanding impact the above events will have. Until further decisions are finalized, aluminum pricing looks to climb as supply and demand levels rebalance.

Michael Sparks
Director, Manufactured Products
Grimco, Inc.

P16-0065 Street Signs and Hardware
Price Sheet Summary (revised 07/27/17)

Contract Amendment #3

Item	Product Description	Qty	Old Price	New Price	Delta
1	#960 Sign, Blank 24"x6"	40	\$ 2.60	4.25	
2	#964 Sign, Blank 48"x6"	1	\$ 5.20	8.50	
3	#965 Sign, Blank 12"x12"	1	\$ 2.60	4.25	
4	#966 Sign, Blank 18"x12"	200	\$ 3.90	56.00	\$ 0.04
5	#968 Sign, Blank 36"x12"	110	\$ 7.80	10.20	\$ 0.08
6	#970 Sign, Blank 18"x18"	20	\$ 5.85	9.25	
7	#971 Sign, Blank 24"x18"	150	\$ 7.80	12.50	
8	#973 Sign, Blank 24"x24"	23	\$ 10.40	10.20	\$ -0.10
9	#975 Sign, Blank 36"x24"	30	\$ 15.60	15.44	\$ 0.16
10	#976 Sign, Blank 48"x24"	10	\$ 20.80	20.59	\$ 0.21
11	#977 Sign, Blank 30"x30"	120	\$ 16.25	16.10	\$ 0.15
12	#979 Sign, Blank Bare 36"x36"	13	\$ 23.40	23.20	\$ 0.20
13	#981 Sign, 24"x6" Dbl Face	40	\$ 6.65	7.50	
14	#982 Sign, 30"x6" Dbl Face	20	\$ 8.30	9.00	
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$ 9.95	10.50	
16	#984 Sign, 42"x6" Dbl Face High Intensity White	1	\$ 11.65	12.95	
17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$ 13.30	14.50	
18	#988 Sign, 18"x18" OM4-2 Type IV Hi Intensity w/ Graffiti	10	\$ 14.95	16.50	
19	#991 Sign, Blank 30"x24"	280	\$ 22.90	25.00	
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$ 26.00	25.74	\$ 0.26
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$ 31.20	30.88	\$ 0.32
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$ 9.90	10.95	
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$ 12.50	13.75	
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$ 14.95	16.45	
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$ 17.45	19.20	
26	#2520 36"x30" Blank, Bare, Universal Hole Pat	10	\$ 19.50	19.30	\$ 0.20
27	#2522 Sign, 30" School Xing Blank, Bare	20	\$ 16.25	26	
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$ 5.20	5.15	\$ 0.05
29	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film	30	\$ 41.45	37.60	\$ 3.85
30	#3031 30"x12" Sign, Blank	1	\$ 6.50	6.43	\$ 0.07
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$ 4.35	7.00	
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 20.90	22.50	
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 23.90	26	
34	36" Sign, Blank, School Xing, Punched	1	\$ 23.40	38	
35	24"x9" Sign, Blank	1	\$ 3.90	6.00	
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$ 23.40	23.16	\$ 0.24
37	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom	1	\$ 10.50	10.02	\$ 0.47
38	36"x36" Sign, Blank, Square and Diamond (hole patterns)	1	\$ 23.40	23.16	\$ 0.24
39	18"x6" Sign, Blank	1	\$ 1.95	3.50	
40	24"x10" Sign, Blank	1	\$ 4.30	7.00	
41	#1008 Bracket, Sign Banding D922 - 50/box	2	\$ 100.00	134	
42	#1009 Bracket, Sign 134SE, 5 1/2" W	1	\$ 6.00	6	
43	#1011 Bracket, Sign 922SE, 5 1/2" W	1	\$ 6.00	6	
44	#1012 Bracket, Sign 990SE, 5 1/2" W	1	\$ 6.00	6	
45	Bracket, Sign 12" Round	1	\$ 12.00	10.50	
46	Bracket, Sign 12" Square	1	\$ 12.00	10.50	
47	Bracket, Sign 12" Cross	1	\$ 12.00	10.50	
48	#1013 Branding Metal 100"x.030 Ga.	8	\$ 58.75	10.50	
49	#1015 Buckle, Sign Banding 1/2" - 100/box	3	\$ 43.00	68	
50	#1016 Post, Square, 1 1/4" sq. x 144" 12 gauge	1	\$ 40.95	38.25	
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$ 9.30	9.30	
52	#1019 Post, Square, 1 1/4" sq. x 120" 12 gauge	100	\$ 34.50	32.75	

BAND-IT

16"
27"
28.50
26"
35"
28.50
34.00
30"
8.50
45"
10.50
38"
15"
38"
Removed



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 1

Description: Street Signs and Hardware

Amendment No: Six (6) Date: 04/02/18

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

Buyer: Terry Andersen

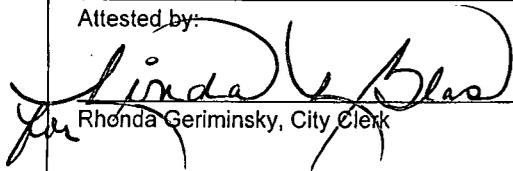
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on June 23, 2018 and is hereby extended. **EXTENSION #2**

The New Contract Term is: **June 24, 2018 to June 23, 2019**

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

	4/30/18	Kevin DeRuitter, Regional Manager	Interwest Safety Supply, LLC
signature	Date	Typed Name and Title	Company Name
1714 W Lincoln Street	Phoenix	AZ	85007
Address	City	State	Zip

Attested by:


Rhonda Geriminsky, City Clerk



City Seal
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City of Peoria, Arizona

CC Number

ACON26816F
Contract Number

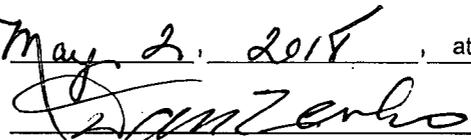

Director: Stuart Kent, Public Works-Utilities Director


Project Manager: Adam Stapleton,
Street Maintenance Supervisor

Approved as to Form:

Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:

May 2, 2018, at Peoria, Arizona

Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 2

Description: Street Signs and Hardware

Amendment No: Five (5) Date: 03/08/18

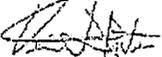
Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

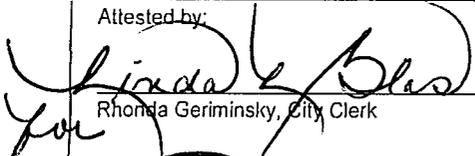
The above mentioned contract is hereby amended as follows:

Interwest Safety Supply, LLC has acquired Desert Highway Signs, Inc. as of January 31, 2018 and agrees to accept the contract terms and conditions and pricing as is, per attached.

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

	3/21/18	Kevin DeRuiter, Reg Mgt	Interwest Safety Supply, LLC	
Signature	Date	Typed Name and Title	Company Name	
1714 W Lincoln Street	Phoenix	AZ	85007	
Address	City	State	Zip	

Attested by:

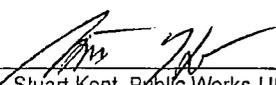

for
Rhonda Geriminsky, City Clerk

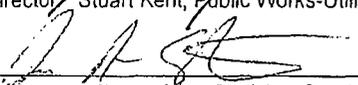


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City of Peoria, Arizona

CC Number

ACON26816E
Contract Number

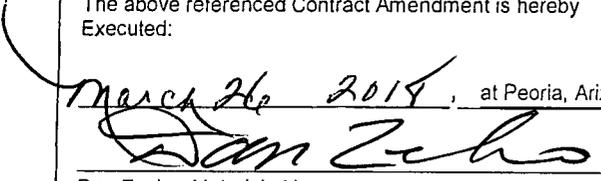

Director: Stuart Kent, Public Works-Utilities Director


Department Rep: Adam Stapleton, Street Maintenance Supervisor

Approved as to Form:


Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:


March 26, 2018, at Peoria, Arizona

Dan Zenko, Materials Manager



Interwest Safety Supply, LLC ("Interwest") is pleased to announce the acquisition of Desert Highway Signs, Inc. ("DHS") as of January 31, 2018.

Headquartered in Provo, Utah, Interwest is a leading manufacturer and distributor of highway signage and roadway safety products in the Western United States serving state DOT agencies, road contractors, general contractors, municipalities, airports, schools, universities, law enforcement, rental companies, and private industry. With the acquisition of Desert Highway Signs, Interwest becomes the leading provider of DOT signs and safety products in Arizona with a complete one-stop product offering to meet the market needs.

Kevin DeRulter, President of DHS said, "We are excited to join the Interwest family and believe the combination of our two businesses will provide a comprehensive competitive product offering in Arizona and adjacent markets."

Doug Larson, President of Interwest said, "I'm thrilled to add industry veterans Kevin DeRulter and Jerod Hayes to the Interwest team. Their industry knowledge and skillsets will be invaluable as we expand throughout the Southwest."

Desert Highway Managers will continue to provide you with industry leading customer support operating under the name of Interwest Safety Supply.

Sincerely,

Kevin DeRulter
President
Desert Highway Signs, Inc.



7150 W Roosevelt St, B-137, Phoenix, Arizona 85043
Tel: (623) 215-7332 | Fax: (623) 243-5706 | email: info@deserthighwaysigns.com
www.deserthighwaysigns.com

#5052



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
6967 South River Gate Drive, #200
Salt Lake City UT 84047

CONTACT NAME: Alaina Ollerton
PHONE (A/C, Ho., Ext): 801-924-1400 FAX (A/C, No): 801-924-1441
E-MAIL ADDRESS: reception@presidio-group.com

INSURED
INTERSAF-01
Interwest Safety Supply LLC
Interwest Safety Supply Holdings, LLC
PO Box 31
Provo UT 84606

INSURER(S) AFFORDING COVERAGE
INSURER A: Employers Mutual Casualty Company 21415
INSURER B: Workers Compensation Fund 10033
INSURER C: Advantage Workers Compensation Ins Co 40517
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 1010117120 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	5X25715	2/4/2018	2/4/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 EBL AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5X25715	2/4/2018	2/4/2019	Combined SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		5X25715	2/4/2018	2/4/2019	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	3408993 3409035	2/4/2018 2/4/2018	2/4/2019 2/4/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of insurance subject to the terms and conditions of the policy
City of Peoria is Additional Insured with respect to General Liability.

CERTIFICATE HOLDER
City of Peoria
9875 N 85th Avenue
Peoria AZ 85345

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

In the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 1

Description: Street Signs and Hardware

Amendment No: Four (4) Date: 10/16/17

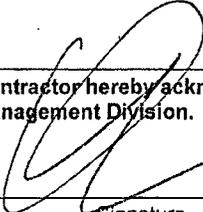
Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

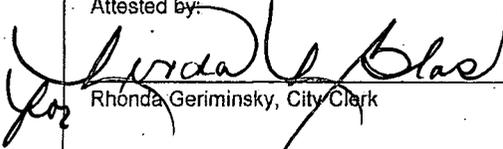
ACON26816 is hereby being amended to remove the following line item from the contract.

Page 22, Hardware, Item 49., #1015 Banding Buckle 1/2" – 100 box

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

	10/25/17	Kevin DeRuiter, President	Desert Highway Signs Inc.
Signature	Date	Typed Name and Title	Company Name
7150 W Roosevelt St B-137	Phoenix	AZ	85043
Address	City	State	Zip

Attested by:



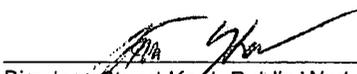
Rhonda Geriminsky, City Clerk



City Seal
Copyright 2003
City of Peoria, Arizona

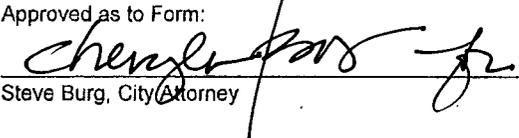
CC Number

ACON26816D
Contract Number


Director: Stuart Kent, Public Works-Utilities Director

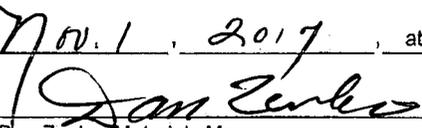

Project Manager: Adam Stapleton – Street Maintenance Supervisor

Approved as to Form:


Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:

Nov. 1, 2017, at Peoria, Arizona


Dan Zenko, Materials Manager



Faint, illegible text or markings in the lower left quadrant.



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 1
 Description: Street Signs and Hardware
 Amendment No: Three (3) Date: 07/27/17

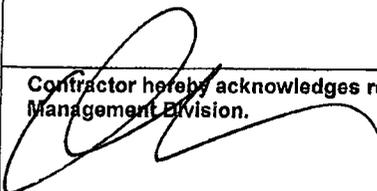
**Materials Management
 Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Terry Andersen

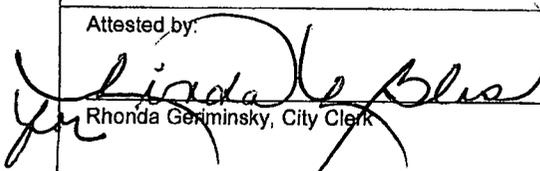
ACON26816 is hereby amended to remove the following line item from the contract.

Page 22, Hardware, Item 41., #1008 Bracket, Sign Banding D022 – 50 box

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


 Signature _____ Date 8/15/17 Kevin DeRuitter, President Desert Highway Signs Inc
 7150 W Roosevelt St B-137 Phoenix AZ 85043
 Address City State Zip

Attested by:

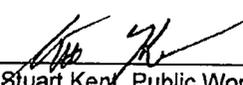

 Rhonda Germinsky, City Clerk

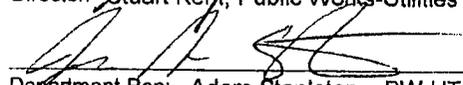


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City of Peoria, Arizona

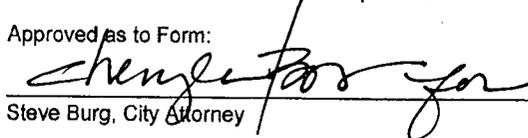
CC Number

ACON26816C
Contract Number

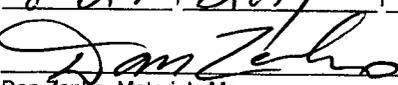
Director:  Stuart Kent, Public Works-Utilities Director

Department Rep:  Adam Stapleton – PW-UT Street Maintenance Supervisor

Approved as to Form:


Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:

8-24-2017 at Peoria, Arizona

 Dan Zenko, Materials Manager

P16-0065 Street Signs and Hardware Price Sheet Summary (revised 07/27/17)		Contract Amendment #3			
Item	Product Description	Qty	Old Price	New Price	Delta
1	#960 Sign, Blank 24"x6"	40	\$ 2.60		
2	#964 Sign, Blank 48"x6"	1	\$ 5.20		
3	#965 Sign, Blank 12"x12"	1	\$ 2.60		
4	#966 Sign, Blank 18"x12"	200	\$ 3.90	\$ 3.86	\$ 0.04
5	968 Sign, Blank 36"x12"	110	\$ 7.80	\$ 7.72	\$ 0.08
6	#970 Sign, Blank 18"x18"	20	\$ 5.85		
7	#971 Sign, Blank 24"x18"	150	\$ 7.80		
8	#973 Sign, Blank 24"x24"	23	\$ 10.40	\$ 10.30	\$ 0.10
9	#975 Sign, Blank 36"x24"	30	\$ 15.60	\$ 15.44	\$ 0.16
10	#976 Sign, Blank 48"x24"	10	\$ 20.80	\$ 20.59	\$ 0.21
11	#977 Sign, Blank 30"x30"	120	\$ 16.25	\$ 16.10	\$ 0.15
12	#979 Sign, Blank Bare 36"x36"	13	\$ 23.40	\$ 23.20	\$ 0.20
13	#981 Sign, 24"x6" Dbl Face	40	\$ 6.65		
14	#982 Sign, 30"x6" Dbl Face	20	\$ 8.30		
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$ 9.95		
16	#984 Sign, 42"x6" Dbl Face High Intensity White	1	\$ 11.65		
17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$ 13.30		
18	#988 Sign, 18"x18" OM4-2 Type IV Hi Intensity w/ Graffiti	10	\$ 14.95		
19	#991 Sign, Blank 30"x24"	280	\$ 22.90		
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$ 26.00	\$ 25.74	\$ 0.26
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$ 31.20	\$ 30.88	\$ 0.32
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$ 9.90		
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$ 12.50		
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$ 14.95		
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$ 17.45		
26	#2520 36"x30" Blank, Bare, Universal Hole Pat	10	\$ 19.50	\$ 19.30	\$ 0.20
27	#2522 Sign, 30" School Xing Blank, Bare	20	\$ 16.25		
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$ 5.20	\$ 5.15	\$ 0.05
29	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film	30	\$ 41.45	\$ 37.60	\$ 3.85
30	#3031 30"x12" Sign, Blank	1	\$ 6.50	\$ 6.43	\$ 0.07
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$ 4.35		
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 20.90		
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 23.90		
34	36" Sign, Blank, School Xing, Punched	1	\$ 23.40		
35	24"x9" Sign, Blank	1	\$ 3.90		
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$ 23.40	\$ 23.16	\$ 0.24
37	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom	1	\$ 10.50	\$ 10.03	\$ 0.47
38	36"x36" Sign, Blank, Square and Diamond (hole patterns)	1	\$ 23.40	\$ 23.16	\$ 0.24
39	18"x6" Sign, Blank	1	\$ 1.95		
40	24"x10" Sign, Blank	1	\$ 4.30		
41	#1008 Bracket, Sign Banding D022 50/box	2	\$ 100.00		
42	#1009 Bracket, Sign 134SF, 5 1/4" W	1	\$ 6.00		
43	#1011 Bracket, Sign 922SF, 5 1/4" W	1	\$ 6.00		
44	#1012 Bracket, Sign 990SF, 5 1/4" W	1	\$ 6.00		
45	Bracket, Sign 12" Round	1	\$ 12.00		
46	Bracket, Sign 12" Square	1	\$ 12.00		
47	Bracket, Sign 12" Cross	1	\$ 12.00		
48	#1013 Branding Metal 100"x.030 Ga.	8	\$ 58.75		
49	#1015 Buckle, Sign Banding 1/2" - 100/box	3	\$ 43.00		
50	#1016 Post, Square, 1 3/4" sq. x 144" 12 gauge	1	\$ 40.95		
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$ 9.30		
52	#1019 Post, Square, 1 1/4" sq. x 120" 12 gauge	100	\$ 34.50		

Removed



CONTRACT AMENDMENT

Solicitation No: P16-0065 Page 1 of 1

Description: Street Signs and Hardware

Amendment No: Two (2) Date: 02/27/17

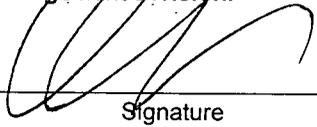
Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

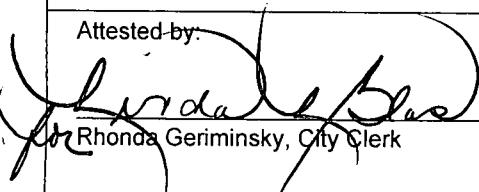
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on June 23, 2017 and is hereby extended.

The New Contract Term is: **June 24, 2017 to June 23, 2018**

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

	<u>3/13/17</u>	Kevin DeRuiter, President	Desert Highway Signs Inc
Signature	Date	Typed Name and Title	Company Name
<u>7150 W Roosevelt St., B-137</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85043</u>
Address	City	State	Zip

Attested by:

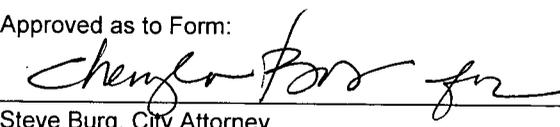

for Rhonda Geriminsky, City Clerk



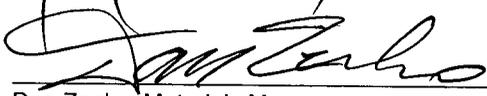
CC Number

ACON26816B
Contract Number

City Seal
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City of Peoria, Arizona

	Director: Stuart Kent, Public Works-Utilities Director
	Project Manager: Adam Stapleton, Street Maintenance Supervisor
	Approved as to Form: Steve Burg, City Attorney

The above referenced Contract Amendment is hereby Executed:

March 23, 2017, at Peoria, Arizona

Dan Zenko, Materials Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	DAVID DORMAN, AGENT 5929 W PEORIA AVE STE 106 GLENDALE, AZ 85302-1207	CONTACT NAME: DAVID DORMAN
		PHONE (A/C No. Ext): 623-247-2417 FAX (A/C No.): 623-934-7456 E-MAIL ADDRESS: DAVID.DORMAN.UJLR@STATEFARM.COM
INSURED	DESERT HIGHWAY SIGNS, INC. 7150 W ROOSEVELT ST STE B137 PHOENIX, AZ 85043-2354	INSURER(S) AFFORDING COVERAGE
		INSURER A: State Farm Fire and Casualty Company NAIC # 25143
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	93-CJ-Q5030	06/27/2016	06/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	93-CG-Q184-4	03/15/2016	03/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SOLICITATION NUMBER: P16-0065

The City of Peoria is included as Additional Insured as required by written contract with respects to liability arising out of work performed by the named insured.

CERTIFICATE HOLDER

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACT AMENDMENT

Solicitation No. P16-0065 Page 1 of 1
 Description: Street Signs and Hardware
 Amendment No. One (1) Date: 10/19/16

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

ACON26816 is agreed to by both parties and hereby being amended for items reduced on the price sheet. See attached revised price sheet summary.

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

		Kevin DeRuiter, President	Desert Highway Signs Inc	
Signature	Date	Typed Name and Title	Company Name	
7150 W Roosevelt St., B-137		Phoenix	AZ	85043
Address		City	State	Zip Code

Attested By:

Rhonda Germinsky, City Clerk



City Seal
 Copyright 2003
 City of Peoria, Arizona

CC Number
 ACON26816A
 Contract Number

Director: Stuart Kent, Public Works-Utilities Director

Requestor: Adam Stapleton, Street Maintenance Supervisor

Approved as to Form:

Cheryl Forgan
 City Attorney

The above referenced Contract Amendment is hereby Executed:

Nov. 8, 2016, at Peoria, Arizona

Dan Zenko, Materials Manager

P16-0065 Street Signs and Hardware
Price Sheet Summary (revised 10/19/16)

Contract Amendment #1

Item	Product Description	Qty	Old Price	New Price	Delta
1	#960 Sign, Blank 24"x6"	40	\$ 2.60		
2	#964 Sign, Blank 48"x6"	1	\$ 5.20		
3	#965 Sign, Blank 12"x12"	1	\$ 2.60		
4	#966 Sign, Blank 18"x12"	200	\$ 3.90	\$ 3.86	\$ 0.04
5	#968 Sign, Blank 36"x12"	110	\$ 7.80	\$ 7.72	\$ 0.08
6	#970 Sign, Blank 18"x18"	20	\$ 5.85		
7	#971 Sign, Blank 24"x18"	150	\$ 7.80		
8	#973 Sign, Blank 24"x24"	23	\$ 10.40	\$ 10.30	\$ 0.10
9	#975 Sign, Blank 36"x24"	30	\$ 15.60	\$ 15.44	\$ 0.16
10	#976 Sign, Blank 48"x24"	10	\$ 20.80	\$ 20.59	\$ 0.21
11	#977 Sign, Blank 30"x30"	120	\$ 16.25	\$ 16.10	\$ 0.15
12	#979 Sign, Blank Bare 36"x36"	13	\$ 23.40	\$ 23.20	\$ 0.20
13	#981 Sign, 24"x6" Dbl Face	40	\$ 6.65		
14	#982 Sign, 30"x6" Dbl Face	20	\$ 8.30		
15	#983 Sign, 36"x6" Dbl Face High Intensity White	1	\$ 9.95		
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17	#985 Sign, 48"x6" Dbl Face High Intensity White	10	\$ 13.30		
18	#988 Sign, 18"x18" OM4-2 Type IV HI Intensity w/ Graffiti	10	\$ 14.95		
19	#991 Sign, Blank 30"x24"	280	\$ 22.90		
20	#2064 Sign, Blank, Bare 48"x 30"	1	\$ 26.00	\$ 25.74	\$ 0.26
21	#2480 Sign, Blank 48"x 36" No Holes	1	\$ 31.20	\$ 30.88	\$ 0.32
22	#2515 24"x9" Sign Dbl Faced Type IV	20	\$ 9.90		
23	#2516 30"x9" Sign Dbl Faced Type IV	1	\$ 12.50		
24	#2517 36"x9" Sign Dbl Faced Type IV	1	\$ 14.95		
25	#2518 42"x9" Sign Dbl Faced Type IV	10	\$ 17.45		
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27	#2522 Sign, 30" School Xing Blank, Bare	20	\$ 16.25		
28	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern	20	\$ 5.20	\$ 5.15	\$ 0.05
29	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Antl Graffiti Film	30	\$ 41.45	\$ 37.60	\$ 3.85
30	#3031 30"x12" Sign, Blank	1	\$ 6.50	\$ 6.43	\$ 0.07
31	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides	1	\$ 4.35		
32	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 20.90		
33	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched	1	\$ 23.90		
34	36" Sign, Blank, School Xing, Punched	1	\$ 23.40		
35	24"x9" Sign, Blank	1	\$ 3.90		
36	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom	1	\$ 23.40	\$ 23.16	\$ 0.24
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39	18"x6" Sign, Blank	1	\$ 1.95		
40	24"x10" Sign, Blank	1	\$ 4.30		
41	#1008 Bracket, Sign Banding D022 - 50/box	2	\$ 100.00		
42	#1009 Bracket, Sign 134SF, 5 1/4" W	1	\$ 6.00		
43	#1011 Bracket, Sign 922SF, 5 1/4" W	1	\$ 6.00		
44	#1012 Bracket, Sign 990SF, 5 1/4" W	1	\$ 6.00		
45	Bracket, Sign 12" Round	1	\$ 12.00		
46	Bracket, Sign 12" Square	1	\$ 12.00		
47	Bracket, Sign 12" Cross	1	\$ 12.00		
48	#1013 Branding Metal 100"x.030 Ga.	8	\$ 58.75		
49	#1015 Buckle, Sign Banding 1/2" - 100/box	3	\$ 43.00		
50	#1016 Post, Square, 1 1/4" sq. x 144" 12 gauge	1	\$ 40.95		
51	#1018 Post, Square, 2" sq. x 30" long 12 gauge	100	\$ 9.30		
52	#1019 Post, Square, 1 1/4" sq. x 120" 12 gauge	100	\$ 34.50		



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No: **P16-0065** Bid Due Date: **June 9, 2016**
 Materials and/or Services: **Street Signs and Hardware** Time: **2:00 P.M. AZ Time**
 Contact: **Terry Andersen**
 Location: City of Peoria, Materials Management Phone: **(623) 773-7115**
 Mailing Address: **9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the invitation for bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the *entire* Invitation for Bid Package.

OFFER

To the City of Peoria:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact:

Telephone: 623-215-7332 Fax: 248-5706

Name: Kevin DeRuiter

Email: Kevin@DesertHighwaysSigns.com

Desert Highway Signs Inc
Company Name

[Signature]
Authorized Signature for Offer

7150 W Roosevelt St B-137
Address

Kevin DeRuiter
Printed Name

Phoenix AZ 85043
City State Zip Code

President
Title

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

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk

City of Peoria, Arizona. Eff. Date: 6/24/16

Approved as to form:

[Signature]
City Attorney

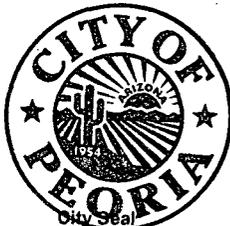
CC

ACON 26816
Contract Number

Awarded on June 22 2016

Official File

[Signature]
Dan Zenko, Materials Manager



Copyright 2003 City of Peoria, Arizona

A C O N 2 6 8 1 6 .



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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1. PREPARATION OF BID:

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



STANDARD TERMS AND CONDITIONS

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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



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

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

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

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



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modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

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

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

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

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

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

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority;



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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:
 - 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.



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23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be



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delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.

37. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
38. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this Invitation for Bids and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
39. **PROHIBITED POLITICAL CONTRIBUTIONS:** Contractor during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P16-0065**

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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 **Street Signs and Hardware**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for 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:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
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:** 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. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
11. **Delivery:** Delivery shall be made within ten (10) days of receipt of a purchase order.
12. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City



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Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

13. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
14. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
15. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
16. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
17. **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.
18. **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 endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

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

19. **Required Insurance Coverage:**
 - a. Commercial General Liability



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

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

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

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

b. Automobile Liability

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

c. Workers' Compensation

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

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

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

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

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

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

21. **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.



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22. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
23. **Independent Contractor:**
- a. General
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. Liability
 - i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.
24. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.
- No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
25. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.



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26. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accounts payable@peoriaaz.gov.
27. **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.
28. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
29. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
 - a. A formal announcement from the manufacturer that the product or model has been discontinued.
 - b. Documentation from the manufacturer that names the replacement product or model.
 - c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
30. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
31. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
32. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.
33. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
34. **Confidential Information:**
 - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.



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- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
35. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
36. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date.
37. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
38. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
39. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- 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.



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

- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.
40. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.
41. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites and as per ARS 34-603.C.2(f).
- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/newsecondary.aspx?id=2071>.
The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.
 - b. The specific protest procedures are contained in the Materials Management "Procurement Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> in the "Downloads" box on the right side of the web page.



SPECIFICATIONS

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I. INTENT

The City of Peoria has a requirement for street signs and hardware. It is the City's intent to contract for these items.

The signs and hardware specified are to be stocked by the City's Inventory Control Division to meet the needs of the Streets Department. The specific items required are listed on the Price Sheet portion of the solicitation.

II. TECHNICAL SPECIFICATIONS

A. ALUMINUM TRAFFIC SIGNS

Each sign shall be degreased, etched, alodine coated in accordance with MIL-C-5541B, packaged for protection from dust and moisture, with the sign blanks ready for application of either paint or reflective sheeting. Each sign shall be made of 5052-H38 or better Alloy, governed by A.S.T.M. specification B-209-73 or latest revisions. Each sign shall be furnished with standard 3/8 inch hole locations and corner radii, unless otherwise noted, as shown on diagram 1- 8.

Traffic signs shall be of .080 (unless otherwise noted) anodized new aluminum with rounded corners, in accordance with the "Manual on Uniform Traffic Control Devices" latest edition, as prepared by the Federal Highway Administration.

B. REFLECTIVE SHEETING

Reflective Sheeting used in the fabrication of traffic control signs shall meet the requirements of the FHWA specifications FP-96 and ASTM (D 4956) modified as noted hereinafter. All finished signs shall have matched component systems. Sheeting will be classified by type in accordance with Federal Standard Specifications FP-96 and ASTM (D4956) and the following:

1. TYPE IV SHEETING

Type IV is a high-intensity prismatic retro-reflective sheeting that shall meet or exceed 3M Scotchlite™ High Intensity Grade 3930 Series with 800 Series Process Inks. The sheeting shall be pressure sensitive adhesive.

2. TYPE XI SHEETING

Type XI is a super-high-intensity retro-reflective sheeting having highest retro-reflective characteristics at long, medium and short road distance as determined by the RA values at 0.2 degrees, 0.5 degrees, and 1.0 observation angle. This material is a non-metallized micro prismatic retro-reflective element material that shall meet or exceed 3M DG3 diamond grade material.

III. ESTIMATED QUANTITIES

This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.



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Where a quantity of one (1) is shown the annual usage quantity is unknown.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

IV. PRICING

- A. Listed Items: Bidders shall provide individual pricing, manufacturer name and product number for each item listed on the Price Sheet portion of this solicitation, submitting one price for each item. Bidders shall subtotal requested items.
- B. In addition to prices bid for the items identified on the Price Sheet, the bidder shall also provide a statement of applicable discount percentages off catalog/price list for all other signs and hardware not listed on Price Sheet. The percentage discount offered on the Price Sheet shall also reflect the same percentage discount off on catalog/price list items. Updates on referenced catalog/price lists for discount percentages offered on non-specified items shall be provided at no cost to the City.
- C. The City's intent is to order signs in multiples of ten (10) where practicable.
- D. All prices shall include shipping.

V. DELIVERY

Delivery shall be made within ten (10) days of receipt of a purchase order.

VI. Brand Names

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.

Any offer which includes an "equal" item must include the specifications for that item.



PRICE SHEET

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Solicitation Number: P16-0065

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	<i>Note: The numbers shown for each sign represent the City of Peoria inventory numbers, and should not be mistaken for manufacturer numbers.</i>				
1.	#960 Sign, Blank 24"x6" Part #: <u>080240L</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	40	EA	\$ <u>2.60</u>	\$ <u>104.00</u>
2.	#964 Sign, Blank 48"x6" Part #: <u>080480G</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	\$ <u>5.20</u>	\$ <u>5.20</u>
3.	#965 Sign, Blank 12"x12" Part #: <u>080121Z</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA.	\$ <u>2.60</u>	\$ <u>2.60</u>
4.	#966 Sign, Blank 18"x12" Part #: <u>080181Z</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	200	EA	\$ <u>3.90</u>	\$ <u>780.00</u>
5.	968 Sign, Blank 36"x12" Part #: <u>080361Z</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	110	EA	\$ <u>7.80</u>	\$ <u>858.00</u>
6.	#970 Sign, Blank 18"x18" Part #: <u>080181Y</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	20	EA	\$ <u>5.85</u>	\$ <u>117.00</u>
7.	#971 Sign, Blank 24"x18" Part #: <u>080241Y</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	150	EA	\$ <u>7.80</u>	\$ <u>1170.00</u>
8.	#973 Sign, Blank 24"x24" Part #: <u>080242Y</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	23	EA	\$ <u>10.40</u>	\$ <u>239.20</u>
9.	#975 Sign, Blank 36"x24" Part #: <u>080362Y</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	30	EA	\$ <u>15.60</u>	\$ <u>468.00</u>



PRICE SHEET

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Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
10.	#976 Sign, Blank 48"x24" Part #: <u>0804824</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	10	EA	\$ <u>20.80</u>	\$ <u>208.00</u>
11.	#977 Sign, Blank 30"x30" Part #: <u>0803030</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	120	EA	\$ <u>16.25</u>	\$ <u>1950.00</u>
12.	#979 Sign, Blank Bare 36"x36" Part #: <u>0803636</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	13	EA	\$ <u>23.40</u>	\$ <u>304.20</u>
13.	#981 Sign, 24"x6" Dbl Face Part #: <u>08024063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	40	EA	\$ <u>6.65</u>	\$ <u>266.00</u>
14.	#982 Sign, 30"x6" Dbl Face Part #: <u>08030063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	20	EA	\$ <u>8.30</u>	\$ <u>166.00</u>
15.	#983 Sign, 36"x6" Dbl Face High Intensity White Part #: <u>08036063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	\$ <u>9.95</u>	\$ <u>9.95</u>
16.	#984 Sign, 42"x6" Dbl Face High Intensity White Part #: <u>08042063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	\$ <u>11.65</u>	\$ <u>11.65</u>
17.	#985 Sign, 48"x6" Dbl Face High Intensity White Part #: <u>08048063930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	10	EA	\$ <u>13.30</u>	\$ <u>133.00</u>
18.	#988 Sign, 18"x18" OM4-2 Type IV Hi Intensity w/ Graffiti Film Part #: <u>OM4-208039301160</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	10	EA	\$ <u>14.95</u>	\$ <u>149.50</u>
19.	#991 Sign, Blank 30"x24" requires Type IV Sheeting Part #: <u>08030243930</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	280	EA	\$ <u>22.90</u>	\$ <u>6412.00</u>



PRICE SHEET

Materials Management Procurement

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

Solicitation Number: P16-0065

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
20.	#2064 Sign, Blank, Bare 48"x 30" Part #: <u>0804830</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	1	EA	\$ <u>26.00</u>	\$ <u>26.00</u>
21.	#2480 Sign, Blank 48"x 36" No Holes Part #: <u>0804834</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	1	EA	\$ <u>31.20</u>	\$ <u>31.20</u>
22.	#2515 24"x9" Sign Dbl Faced Type IV Part #: <u>08024093930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	20	EA	\$ <u>9.90</u>	\$ <u>198.00</u>
23.	#2516 30"x9" Sign Dbl Faced Type IV Part #: <u>08030093930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	\$ <u>12.50</u>	\$ <u>12.50</u>
24.	#2517 36"x9" Sign Dbl Faced Type IV Part #: <u>08036093930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	1	EA	\$ <u>14.95</u>	\$ <u>14.95</u>
25.	#2518 42"x9" Sign Dbl Faced Type IV Part #: <u>08042093930</u> Manufacturer: <u>DHS</u> See Page 28 Diagram 2	10	EA	\$ <u>17.45</u>	\$ <u>174.50</u>
26.	#2520 36"x30" Blank, Bare, Universal Hole Pat. Part #: <u>0803630</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	10	EA	\$ <u>19.50</u>	\$ <u>195.00</u>
27.	#2522 Sign, 30" School Xing Blank, Bare Part #: <u>08030P</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	20	EA	\$ <u>16.25</u>	\$ <u>325.00</u>
28.	#2524 Sign, Blank 24"x12" Blank, Bare Universal Hole Pattern Part #: <u>0802412</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	20	EA	\$ <u>5.20</u>	\$ <u>104.00</u>



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Solicitation Number: **P16-0065**

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
29.	#2990 Sign, STOP, 30"x30" .080 gauge, w/ High Intensity & Anti Graffiti Film Part#: <u>R1-10803039301160</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	30	EA	\$ <u>41.45</u>	\$ <u>1243.50</u>
30.	#3031 30"x12" Sign, Blank Part#: <u>0803012</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	1	EA	\$ <u>6.50</u>	\$ <u>6.50</u>
31.	#3100 24"x10" Sign, Blank w/ 2 3/8" holes, central on 24" Sides Part#: <u>0802410</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	1	EA	\$ <u>4.35</u>	\$ <u>4.35</u>
32.	42"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched Part#: <u>12542093930</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>20.90</u>	\$ <u>20.90</u>
33.	48"x9" Sign, Dbl Faced, .125 gauge, Type IV, White, Non-Punched Part#: <u>12548093930</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>23.90</u>	\$ <u>23.90</u>
34.	36" Sign, Blank, School Xing, Punched Part#: <u>08034P</u> Manufacturer: <u>DHS</u> See Page 31 Diagram 5	1	EA	\$ <u>23.40</u>	\$ <u>23.40</u>
35.	24"x9" Sign, Blank Part#: <u>0802409</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>3.90</u>	\$ <u>3.90</u>
36.	36" Sign, Blank, Round, Punched 1 1/2" from Top and Bottom Part#: <u>08036C</u> Manufacturer:	1	EA	\$ <u>23.40</u>	\$ <u>23.40</u>
37.	36" Sign, Blank, Yield, Punched 1 1/2" from Top and Bottom Part#: <u>08036TRI</u> Manufacturer: <u>DHS</u>	1	EA	\$ <u>10.50</u>	\$ <u>10.50</u>
38.	36"x36" Sign, Blank, Square and Diamond (hole patterns) Part#: <u>0803636</u> Manufacturer: <u>DHS</u> See Page 29 Diagram 3	1	EA	\$ <u>23.40</u>	\$ <u>23.40</u>



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Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
39.	18"x6" Sign, Blank Part#: <u>0801806</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	1	EA	\$ <u>1.95</u>	\$ <u>1.95</u>
40.	24"x10" Sign, Blank Part#: <u>0802410</u> Manufacturer: <u>DHS</u> See Page 27 Diagram 1	1	EA	\$ <u>4.30</u>	\$ <u>4.30</u>
Hardware					
<p><i>Note: The City is currently purchasing hardware from Zumar industries. The beginning number for each item represents the City of Peoria inventory number, and should not be mistaken for manufacturer numbers. The part numbers you need to cross reference are at the end of the description and are underlined.</i></p>					
41.	#1008 Bracket, Sign Banding <u>D022</u> - 50/box Part #: <u>D022</u> Manufacturer: <u>BAND-IT</u>	2	BOX	\$ <u>100</u>	\$ <u>200.00</u>
42.	#1009 Bracket, Sign <u>134SF</u> , 5 1/4" W Part #: <u>134SRF</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>6.00</u>	\$ <u>6.00</u>
43.	#1011 Bracket, Sign <u>922SF</u> , 5 1/4" W Part #: <u>134SRF2</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>6.00</u>	\$ <u>6.00</u>
44.	#1012 Bracket, Sign <u>990SF</u> , 5 1/4" W Part #: <u>134SRF3</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>6.00</u>	\$ <u>6.00</u>
45.	Bracket, Sign 12" Round Part#: <u>23QRD12</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>12.00</u>	\$ <u>12.00</u>
46.	Bracket, Sign 12" Square Part#: <u>134SRF12</u> Manufacturer: _____	1	EA	\$ <u>12.00</u>	\$ <u>12.00</u>
47.	Bracket, Sign 12" Cross Part#: <u>812F9DX</u> Manufacturer: <u>HALL</u>	1	EA	\$ <u>12.00</u>	\$ <u>12.00</u>



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Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
48.	#1013 Branding Metal 100"x.030 Ga. Part #: <u>C209</u> Manufacturer: <u>BAND-IT</u>	8	EA	\$ <u>58.75</u>	\$ <u>470.00</u>
49.	#1015 Buckle, Sign Banding 1/2" Part #: <u>C254</u> Manufacturer: <u>BAND-IT</u> 100/BOX	3	EA BOX	\$.43 43.00	\$ 1.29 129. ⁰⁰
50.	#1016 Post, Square, 1 3/4" sq. x 144" 12 gauge Part #: <u>137514412GA</u> Manufacturer: <u>X2</u>	1	EA	\$ <u>40.95</u>	\$ <u>40.95</u>
51.	#1018 Post, Square, 2" sq. x 30" long 12 gauge Part #: <u>230ANL12GA</u> Manufacturer: <u>X2</u>	100	EA	\$ <u>9.30</u>	\$ <u>930.00</u>
52.	#1019 Post, Square, 1 3/4" sq. x 120" 12 gauge Part #: <u>137512012GA</u> Manufacturer: <u>X2</u>	100	EA	\$ <u>34.50</u>	\$ <u>3450⁰⁰</u>

Delivery shall be made 7-10 days ARO

Discount offered off price sheet/catalog for signs
20 %

Discount offered off price sheet/catalog for hardware
20 %

Subtotal:
 Tax Rate 8.6 % Taxes:
 Total:

\$ 21,099.40 JA
~~\$ 20,971.69~~
~~\$ 1,803.57~~ #1814.55 JA
\$ 22,775.26
22,913.95 JA



QUESTIONNAIRE

Materials Management Procurement

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

Solicitation Number: P16-0065

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

1. Company: ABBLO SIGN GROUP
 Contact: RANDY ABBOT
 Address: 8557 W POTTERS DR
PEORIA AZ 85382
 Phone: 602-799-8285
 Email: ABBLO@COX.NET
 Type of Work: SIGN INSTALL CONTRACTOR

2. Company: TOWN OF GILBERT
 Contact: Demetrius Fernandez
 Address: 900 E JUNIPER AVE
GILBERT AZ 85234
 Phone: 480-503-6419
 Email: demetrius.fernandez@gilbertaz.gov
 Type of Work: PUBLIC WORKS

3. Company: SPEAR CONSTRUCTION
 Contact: KELLY LEWIS
 Address: PO BOX 10506
GLENDALE AZ 85318
 Phone: 623-600-2215
 Email: KellyLewis@SPEARARIZONA.COM
 Type of Work: CONTRACTOR



QUESTIONNAIRE

Materials Management Procurement

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P16-0065**

Bidder acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being rejected.

Yes No *If no, give reason below*

Bidder acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

Yes No *If no, give reason below*



QUESTIONNAIRE

Materials Management Procurement

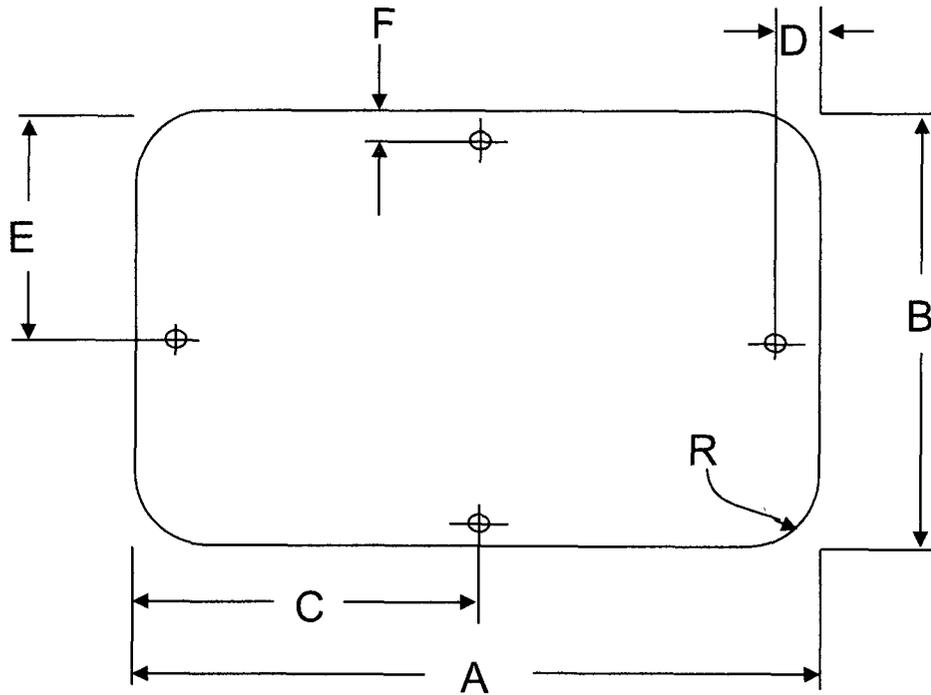
Solicitation Number: **P16-0065**

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

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

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

Diagram 1



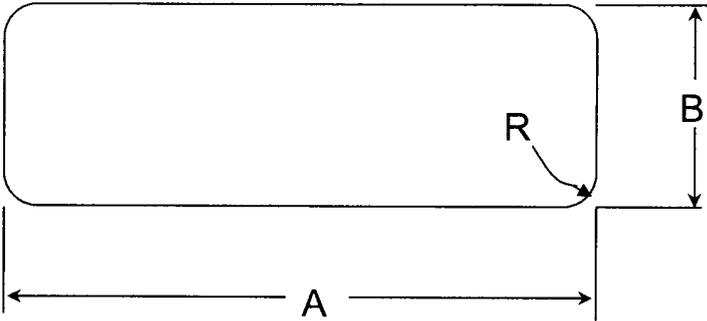
PS#	A	B	C	D	E	F	R	Gauge
966	18	12	9	3	6	3	1.500	.080
968	36	12	18	3	6	3	1.500	.080
971	24	18	12	3	9	3	1.500	.080
975	36	24	18	3	12	3	1.500	.080
976	48	24	24	3	12	3	1.875	.080
991	30	24	15	3	12	3	1.500	.080
2520	36	30	18	3	12	3	2.000	.080
2524	24	12	12	3	6	3	1.500	.080
	24	10	12			3	1.500	.080
	18	6	9	1 1/2	3	1 1/2	1.500	.080

(All dimensions are in inches)

Hole diameter is 3/8 inches unless otherwise noted

(Not to Scale)

Diagram 2

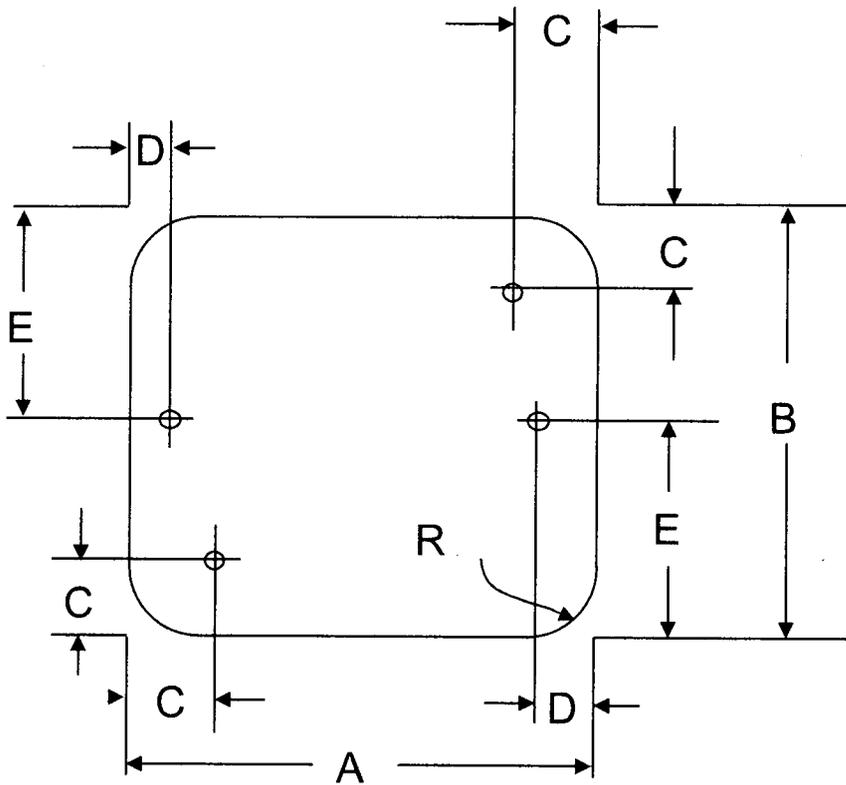


PS#	A	B	R	Gauge
960, 981	24	6	1	.080
982	30	6	1	.080
983	36	6	1	.080
984	42	6	1	.080
964, 985	48	6	1	.080
2515	24	9	1	.080
2516	30	9	1	.080
2517	36	9	1	.080
2518	42	9	1	.080
2519	48	9	1	.080

(All dimensions are in inches)

(Not to Scale)

Diagram 3



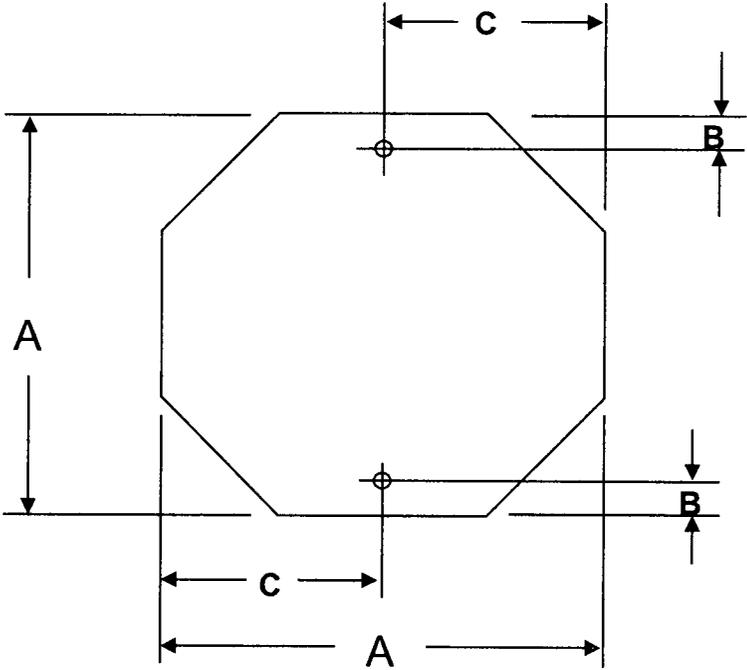
PS#	A	B	C	D	E	R	Gauge
970	18	18	3	3	9	2	.080
973	24	24	3	3	12	2	.080
977	30	30	4 1/2	3	15	2	.080
988	18	18	3	N/A	N/A	2	.080
	36	36	4 1/2	3	3	2	.080

(All dimensions are in inches)

Hole diameter is 3/8 inches unless otherwise noted

(Not to Scale)

Diagram 4



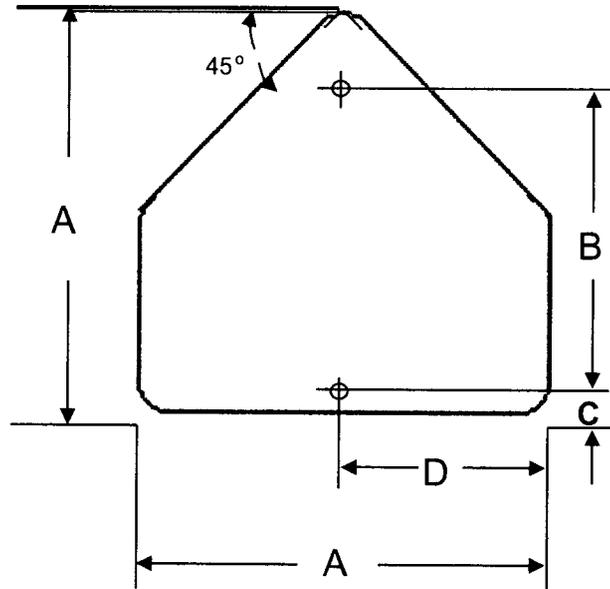
PS#	A	B	C	Gauge
2990	30	3	15	.080

(All dimensions are in inches)

Hole diameter is 3/8 inches unless otherwise noted

(Not to Scale)

Diagram 5



PS#	A	B	C	D	R	Gauge
2522	30	24	3	15	2	.080
	36	30	3	18	1.5	.080

(All dimensions are in inches)

Hole diameter is 3/8 inches unless otherwise noted

(Not to Scale)

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
INTERWEST SAFETY SUPPLY, LLC

[Materials Order]

See following pages (to be attached subsequent to execution).