

AGREEMENT FOR  
AUTOMATED TRUCK AND CAR WASH BAY SERVICE AND SUPPLIES  
City of Glendale Solicitation No. RFP 15-75

This Agreement for Automated Truck and Car Wash Bay Service and Supplies ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and EST Companies, LLC, an Arizona Corporation, authorized to do business in Arizona, (the "Contractor"), as of the 22 day of March, 2016 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-75 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$400,000 for the entire term of the Agreement including the initial term and any renewal periods, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

**9. Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Mr. Kevin Temple  
c/o EST Companies, LLC  
2166 E. Cedar Street  
Tempe, AZ 85281

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Montana Slack  
6210 W. Myrtle Avenue  
Glendale, Arizona 85301  
623-930-2621

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

**11. Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

**12. Entire Agreement; Survival; Counterparts; Signatures.**

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, exercise the option to renew this Agreement for four one year terms, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to exercise such renewal option at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

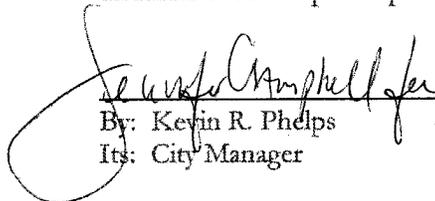
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

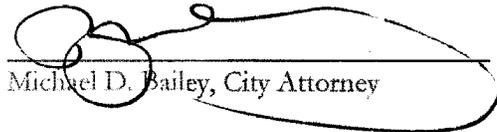
City of Glendale,  
an Arizona municipal corporation

  
By: Kevin R. Phelps  
Its: City Manager

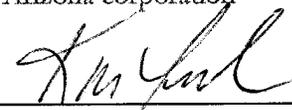
ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney

EST Companies, LLC,  
an Arizona corporation

  
By: Kevin Temple  
Its: Authorized Arizona Representative

**EXHIBIT A**  
**AUTOMATED TRUCK AND CAR WASH BAY SERVICE AND SUPPLIES**  
**PROJECT**

*[See attached]*



# CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:**

**RFP 15-75**

**DESCRIPTION:**

**AUTOMATED TRUCK AND CAR WASH  
BAY SERVICE AND SUPPLIES**

**PRE-PROPOSAL DATE AND TIME:**

**OCTOBER 14, 2015 at 10:00 AM Local Time**

Offerors are strongly encouraged to attend a pre-proposal conference to be held at the City of Glendale Operations Center, 6210 West Myrtle Avenue, Glendale, AZ 85301. The Entrance is located off of Orangewood between Grand Avenue and 67<sup>th</sup> Avenue. A site visit is scheduled after the pre-proposal meeting.

**OFFER DUE DATE AND TIME:**

**OCTOBER 23, 2015 at 2:00 PM Local Time**

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

**SUBMITTAL LOCATION:**

**City of Glendale  
Attn: Materials Management  
5850 West Glendale Avenue  
Suite 317  
Glendale, Arizona 85301**

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the 3<sup>rd</sup> floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., (local time), Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See **Paragraph 2.2** for additional instructions for preparing an offer.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation, contact:

**Elmer Garcia, CPPB,**  
**Contract Analyst**  
**Materials Management**  
[Egarcia1@glendaleaz.com](mailto:Egarcia1@glendaleaz.com)



**SOLICITATION NUMBER: RFP 15-75**  
**AUTOMATED TRUCK AND CAR WASH BAY**  
**SERVICE AND SUPPLIES**

**CITY OF GLENDALE**  
**Materials Management**  
**5850 West Glendale**  
**Avenue, Suite 317**  
**Glendale, Arizona 85301**

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**SOLICITATION NUMBER: RFP 15-75**  
**AUTOMATED TRUCK AND CAR WASH BAY**  
**SERVICE AND SUPPLIES**

**CITY OF GLENDALE**  
**Materials Management**  
**5850 West Glendale**  
**Avenue, Suite 317**  
**Glendale, Arizona 85301**

**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION**

1.1.1 The City of Glendale ("City") Field Operations Division invites sealed proposals from qualified firms to provide supplies, chemicals, parts and maintenance for the City's automated truck and car wash bay facility.

**1.2 BACKGROUND**

1.2.1 The City has a dual bay automated truck and car wash facility that was installed by Rieskamp in August 2004. The system is comprised of two pre-wash pads with high pressure wash stations, two automated wash bays (one for light equipment, one for heavy trucks) with all plumbing, pumps, tanks, etc. required for effective operations of the systems. The wash bays have three (3) stages: pre-wash arch, wash arch, and rinse arch. The rinse water on the light duty wash bay is recycled back to the wash bay on the heavy duty side.

**1.3 MINIMUM REQUIREMENTS**

- 1.3.1 Contractor shall perform a full-service check on the automated truck and car wash facility every 30 days using an agreed upon service report form at no additional cost to the City.
- 1.3.2 Contractor shall provide a written copy of the service report to the Superintendent of Equipment Management or to his designee.
- 1.3.3 Contractor shall perform minor repairs and adjustments at no additional cost to the City.
- 1.3.4 Contractor shall perform major repairs with no additional cost for labor. Contractor shall provide the replacement parts to the City at cost without additional markup.
- 1.3.5 Contractor shall provide an emergency service contact for service questions during normal business hours.
- 1.3.6 Contractor shall replace or repair minor parts such as light bulbs, hoses, belts, nozzles, etc. at no additional cost to the City.
- 1.3.7 Overnight delivery charges for emergency related parts, not approved by the City, shall not be paid by the City.
- 1.3.8 Contractor shall be responsible for all costs for tanks, pumps, plumbing, valves, meters, etc. required for the use of the chemical products provided by the Contractor for use in the truck and car wash facility.



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1.3.9 MONTHLY INSPECTION

- Grease 75 HP bearings on pump only
- Clean all laser eyes

**1.4 MATERIALS AND USAGE**

1.4.1 All chemicals and soaps must be compatible with the Rieskamp automated washing system. Current products being utilized:

- 1.4.1.1 **Soap** – Rieskamp A-2000NCNF
- 1.4.1.2 **Pre-Wash** – Rieskamp A-3000
- 1.4.1.3 **Liquid Wax** – Rieskamp Lemon Wax A-503

1.4.2 Annual usage from July 1, 2014 to June 30, 2015:

- 1.4.2.1 **Soap** – 4,290 gallons (preferred in 330 gallon totes)
- 1.4.2.2 **Pre-Wash** – 4,455 gallons (preferred in 55 gallon barrels)
- 1.4.2.3 **Liquid Wax** – 1,555 gallons (preferred in 55 gallon barrels)

1.4.3 Contractor shall be responsible for the disposal of all empty drums, totes, tanks and other material containers supplied by the Contractor.

1.4.4 Product Delivery

- 1.4.4.1 Deliveries shall be scheduled with the Equipment Management Division at least one working day prior to delivery.
- 1.4.4.2 All products shall be delivered to the Equipment Management Division in the Field Operations Complex Monday through Friday only.
- 1.4.4.3 Products delivered in bulk containers, such as 330 gallon totes, shall be transferred from the delivery container to the bulk tanks in the car and/or truck wash bays by the delivery staff
- 1.4.4.4 Empty drums and/or bulk delivery containers shall not be left on site for future use or storage.
- 1.4.4.5 The Equipment Management Division may provide assistance with a forklift and operator when necessary.

**1.5 ESTIMATED SYSTEM USEAGE**

The estimated usage for the last fiscal year is:

1.5.1 Estimated Wash Cycles per year:

Heavy Truck Wash	8,700 wash cycles
Light Truck/Car Wash	6,200 wash cycles



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1.5.2 Estimated annual gallons water used:

Heavy Truck Wash	1,914,00 gallons
Light Truck/Car Wash	1,103,600 gallons

**1.6 INVOICING REQUIREMENTS**

1.6.1 All invoices shall be sent to the following address:

- City of Glendale
- Equipment Management
- c/o Chris Kinion  
6210 West Myrtle Avenue  
Glendale, Arizona 85301-1700

1.6.2 Problems regarding billing or invoicing shall be directed to:

- Chris Kinion 623-930-2625

1.6.3 Contractor's invoices shall include the following;

- Contract Number
- City purchase order number
- Soap Cost per gallon
- Pre-Wash Soap Cost per gallon
- Wax Cost per gallon
- Major repairs
- Freight (priority shipping, only if approved by the City)
- Sales tax and tax rate (on parts only)
- Total cost

1.6.4 Invoices must be readable.

1.6.5 The documents must be dated and signed (full name in print) by a City employee.

1.6.6 Freight for major repairs: If freight is applied on an invoice(s) the following are required on the invoice(s):

- 1.6.6.1 Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s)
- 1.6.6.2 Full Name of the City employee authorizing this method of delivery.

1.6.7 Invoices without the above information shall be returned to the Contractor for the necessary corrections.



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1.7 CONTRACTOR SUBMITTALS

1.7.1 Work Report The contractor shall provide a work report of the Contractor's work performed (both major and minor work, including all on-site visits) for each month.

1.7.2 The work report shall be provided to the Equipment Management Superintendent or designee, on the first Monday of each month for the previous month.

1.7.3 The format of the work report shall be approved by the City.

1.7.4 Parts Report The Contractor shall provide a parts report of the Contractor's parts repairs and replacements (both major and minor work, including all on-site visits) for each month.

1.7.2 The parts report shall be provided to the Equipment Management Superintendent or designee, on the first Monday of each month for the previous month.

1.7.3 The parts report shall include the price for each part replaced and the format of the parts report shall be approved by the City.



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**2.0 SPECIAL INSTRUCTIONS TO OFFERORS**

**2.1 RETURN OF OFFER** One (1) hard copy marked as “original”, three (3) copies marked as “Copies” and one (1) flash drive containing all original documents in PDF format. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Submission Requirements section of this Request for Proposals (RFP). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

**2.2 PREPARATION OF OFFER PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.2.1 OFFER SHEET, Section 4.0
- 2.2.2 PRICE SHEET, Section 5.0
- 2.2.3 ADDENDUM, Return all addenda (if applicable).
- 2.2.4 SPECIFICATIONS, Section 1.0
- 2.2.5 SPECIAL TERMS AND CONDITIONS, Section 3.0

**2.3 EVALUATION CRITERIA** The criteria is listed with their relative weights.

- 2.3.1 FIRM AND PERSONNEL QUALIFICATIONS & EXPERIENCE.....30%
- 2.3.2 METHOD OF APPROACH.....30%
- 2.3.3 WARRANTY/ABILITY TO HONOR WARRANTY AND CHEMICAL SYSTEM COMPATIBILITY.....10%
- 2.3.4 COST.....30%

**2.4 SUBMISSION REQUIREMENTS**

Offerors shall provide written narrative responses on the evaluation criteria below. Proposals shall be presented in a complete, concise and effective response void of general answers or sales literature. When applicable, supporting documents may be attached and the appropriate criteria referenced. Offerors, at a minimum, shall submit the following information in the order presented below:

**2.4.1 FIRM AND PERSONNEL QUALIFICATIONS AND EXPERIENCE**

**2.4.1.1 COMPANY PROFILE AND SERVICE HISTORY** Offeror shall describe their firm’s profile and history. Summary should include the firm’s resources, financial stability, number of years in business and similar history in providing service and warranty repair on the facility described. Offeror should state how long their firm has been factory authorized for the facility described. Provide any other information which would demonstrate that Offeror has the expertise to effectively perform maintenance and warranty repair services.



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2.4.1.2 QUALIFICATIONS OF STAFF Offeror shall describe their factory authorized training and factory certifications technicians have received for repair and service of automated washing systems. Offeror should state the number of qualified technicians assigned to provide service for the City.

2.4.1.3 FACILITY DESCRIPTION Offeror shall provide the name and address of their repair facility. Offeror should indicate if their facility is a factory authorized repair facility for Rieskamp washing systems. Offeror shall describe the physical repair capabilities of their repair facility including any specialized equipment or facility structure necessary to provide the repair service for the equipment described. Offeror shall state the days and normal business hours that their facility is open.

2.4.1.4 REFERENCES Offerors shall submit a minimum of three references from any governmental agency, municipality, schools or companies which the Offeror has provided similar scope of products and services within the last five years. References shall include the company name, contact person and title, telephone number, email address, dates of service, estimated cost and description of project(s).

2.4.2 METHOD OF APPROACH

2.4.2.1 SERVICE Offeror shall describe their understanding of the scope of work of this RFP. Offeror shall demonstrate their capabilities to perform the contract promptly and within the time and cost proposed to the City. Offeror shall describe their firm's ability to provide requested repairs and/or service of the automated washing systems. Offeror shall detail their method of handling the City's automated truck and car wash bay services requirements. Offeror should specify the response time required after receiving a request for repairs or service. The City anticipates that service would only be requested during normal business hours.

2.4.2.2 REPAIR ESTIMATE PROCESS Offeror shall describe the procedure their firm uses in inspecting and determining the extent of the repairs to be made; how the estimated cost is developed; what is warranty service and what is not; and the method used in relaying this information back to the City for confirmation prior to commencement of work.

2.4.2.3 PARTS INVENTORY Offeror should describe the dollar value of the parts inventoried at the repair facility. The inventory value is to be specific to only the parts carried for the equipment to be maintained. If certain repairs are to be



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done at another location or by a subcontractor, describe the dollar value of the parts inventoried at those other service locations specific to the component(s).

2.4.2.4 PARTS ORDERING Offeror should describe their method and procedure to obtain parts which are not inventoried and must be ordered.

2.4.2.5 ESTIMATED PARTS COSTS Contractor should provide an estimate of the total parts costs for wear items (not under warranty) that the City will have to purchase for use annually.

2.4.2.6 SUBCONTRACTOR SERVICES If a portion of the work will be done at another location or by a subcontractor, Offeror shall identify which components of the wash systems equipment will be serviced at another location or subcontractor and provide the name and address of the firm and the facility. Offeror should indicate if the facility is a factory authorized repair facility for the component(s) which will be serviced.

2.4.2.7 PRIORITY SERVICE Offeror should specify their process and procedure in addressing the situation should the City require a priority and expediting of a repair for the automated washing system.

2.4.2.8 SAMPLE FORM Offeror should provide a sample of the paperwork which will verify and document what warranty/service work has been provided. Give an accurate timeframe of when the above paperwork will be submitted to Glendale after the warranty/service work repairs have been completed.

2.4.3 WARRANTY/ABILITY TO HONOR WARRANTY AND CHEMICAL SYSTEM COMPATIBILITY

2.4.3.1 WARRANTY Offeror shall describe the standard manufacturer's warranty offered for each of the major components of the equipment.

2.4.3.2 CHEMICAL SYSTEM COMPATIBILITY Offeror should describe the process used to verify that the soaps and chemicals offered are equal to or better than the products currently in use. Provide details of the analysis and process used in the verification process.

2.4.4 COST Offerors shall completely fill out the Price Sheet Section 5.0.

**2.5 CONTRACT AWARD** The City intends to award the contract to the responsible and responsive proposer whose proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in the RFP.



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- 2.6 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.7 EVALUATION LITERATURE** Offers submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Offers submitted without this product information may be considered as non-responsive and rejected.
- 2.8 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- 2.9 PROPRIETARY INFORMATION** Offerors shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.
- Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.
- 2.10 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.11 ADDITIONAL INFORMATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.



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- 2.12 PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- 2.13 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.14 DISCUSSIONS AND BEST AND FINAL OFFERS** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1 Determine in greater detail such Offeror's qualifications, and
  - 2.14.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - 2.14.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
  - 2.14.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.



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- 2.16 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any Offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.17 WITHDRAWAL OF OFFER** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the offer by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.18 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- 2.19 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is



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an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

- 2.20 CONFLICT OF INTEREST** The Offeror shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.
- 2.21 INQUIRIES** Any question related to this RFP shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official offer due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.



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**3.0 SPECIAL TERMS AND CONDITIONS**

**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All offers submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

**3.3 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>

**3.4 PRICE** All prices quoted shall be firm and fixed for the specified contract period.

**3.5 FOB DESTINATION** quoted shall be FOB destination to: City of Glendale, Arizona.

**3.6 TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.



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- 3.7 **OPTION TO EXTEND** The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.8 **PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of 60 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.9 **DELIVERY TIME** All deliverables shall be made in accordance with the Specifications.
- 3.10 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. If this occurs, the Contractor will be requested a negotiable quotation for the additional products or services. All changes shall be documented by formal amendment to the contract.
- 3.11 **PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.12 **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.13 **INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-Contractors.



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**3.13.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 3.13.1.1 **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.13.1.2 **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3.13.1.3 **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

**Other Insurance Provisions** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status** The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

**Primary Coverage** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Acceptability of Insurers** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.



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**Verification of Coverage** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**3.14 INDEMNIFICATION CLAUSE** To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or sub-Contractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

**3.15 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-Contractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any



**SOLICITATION NUMBER: RFP 15-75**

**AUTOMATED TRUCK AND CAR WASH BAY  
SERVICE AND SUPPLIES**

**CITY OF GLENDALE  
Materials Management  
5850 West Glendale  
Avenue, Suite 317  
Glendale, Arizona 85301**

of his sub-Contractors, shall be considered the employees of such Contractor, or his sub-Contractor(s), and not the employees of the City.

- 3.16 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card.

- 3.17 CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 3.17.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.17.2 The Contractor fails to perform adequately the services required in the contract.
- 3.17.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.17.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.17.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract. If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:
  - a. Cancel the 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:
    - 1. Deduction from an unpaid balance;
    - 2. Any combination of the above or any other remedies as provided by law.



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- 3.18 WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.
- 3.19 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City a fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$30.00/Bay. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.
- 3.20 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-Contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any sub-Contractors, warrants compliance with this section.



	<b>SOLICITATION ADDENDUM</b>		<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 W. Glendale Avenue</b> <b>Suite 317</b> <b>Glendale, AZ 85301</b> <b>Phone: (623) 930-2866</b>	
	Solicitation Number: <b>RFP 15-75</b>	Addendum No. <b>1</b>		Page 3 of 4
	Solicitation Due Date: November 2, 2015 2:00 P.M. (Local Time)			

**5.0**

**REVISED PRICE SHEET**

All pricing shall include, but is not limited to, labor, equipment, tools, materials, supplies, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

Item No.	Description	Unit of Measure	Estimated Annual Qty (A)	Unit Price (B)	Total Amount (A X B)
5.1	Soap, Rieskamp A-2000NCNF or approved equal (Preferred in 330 gallon totes)	Gallon	5,000	\$ 6.38 /gal	\$ 31,900.00
5.2	Pre-Wash, Rieskamp A-3000 or approved equal (Preferred in 55 gallon drums)	Gallon	5,000	\$ 6.38 /gal	\$ 31,900.00
5.3	Liquid Wax, Rieskamp Lemon Wax A-503 or approved equal (Preferred in 55 gallon drums)	Gallon	1,000	\$ 6.38 /gal	\$ 6380.00
<b>Grand Total (Item Nos. 5.1 through 5.3)</b>					<b>\$ 70,180.00</b>

**5.4 TAX AMOUNT** Offeror should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.1 %

**5.5 DELIVERY** Offeror agrees that all orders shall be performed or delivered within 5 business days after receipt of Purchase Order or notification from the City.

**5.6 PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

Company Name: EST Companies LLC



**SOLICITATION ADDENDUM**

**CITY OF GLENDALE**  
**Materials Management**  
**5850 W. Glendale Avenue**  
**Suite 317**  
**Glendale, AZ 85301**  
**Phone: (623) 930-2866**

Solicitation Number: **RFP 15-75** Addendum No. 1 Page 2 of 4  
Solicitation Due Date: November 2, 2015 2:00 P.M. (Local Time)

**"2.4.3 CHEMICAL SYSTEM COMPATIBILITY"**

- 8. DELETE Section 2.4.3.1, WARRANTY requirement in its entirety.**
- 9. DELETE Section 5.0, PRICE SHEET and REPLACE WITH Section 5.0, REVISED PRICE SHEET. (See REVISED PRICE SHEET below).**

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors must acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company: EST Companies LLC

Address: 2166 E Cedar Street, Tempe, AZ 85281

Authorized Signature: 

Print Name and Title: Kevin Temple Arizona Rep

2.4.2.4 Parts Ordering: All necessary non stock repair parts can be procured in 1 – 3 business days via EST's dedicated parts department. Non-stock emergency parts can be procured in 24 hours in most cases.

2.4.2.6 Subcontractor Services: EST Companies uses no sub-contractors. All work will be performed by an EST Technician either on site, or in our local repair facility.

2.4.2.7 Priority Service: All after hours and holiday emergency calls can be handled by dialing EST's after hours emergency number. The call will then be routed to the proper individual and a service tech will be on site within 24 hours.

Emergency After Hours Number: 1-866-400-0378



**EST Companies**  
 2166 E Cedar St Tempe AZ 85281  
 Phone: 623.535.3060  
 Fax: 623.535.0207  
 www.estcos.com

## EST Companies Capability Statement

2 November 2015

EST agrees to all terms, conditions, amendments listed in RFP 15-75.

### Company Specific Information:

**Company Name:** EST Companies LLC  
**Headquarters Address:** 2166 E Cedar Street, Tempe, Arizona 85281  
**POC:** Kevin Tempe  
**Phone:** Office 623-535-3060, Cell 480-338-2776  
**Email address:** kevin.temple@estcos.com  
**Business size:** HUBZone Certified Small  
**Founded:** 2006  
**Number of employees:** 26  
**Tax ID:** 20-4683042  
**DUNS:** 781770784  
**Cage:** 52QZ7  
**CCR / SAM Registered:** Yes  
**GSA Contract #:** GS-07F-091AA

### Contract Specific Information:

EST has the capability, technical knowledge, experience, parts, supplies and resources to service, repair and perform preventative maintenance on ALL equipment listed in RFP 15-75. EST can perform equipment repairs at its local three bay repair and custom fabrication shop and in the field at the various stationary sites. EST also maintains a full warehouse inventory valued at \$150,000. Please see a general list of the brands EST services on the right.

EST has demonstrated outstanding service on similar equipment for the City of Phoenix (Aviation) since 2013 through a contract to maintain pressure washers, car wash and bus wash equipment located at Phoenix Sky Harbor Airport.

Brands	Component Brands
MITM	General Pump
Graco	Cat Pump
Karcher	AR Pumps
Hotsy	Hypro Pump
Landa	Udor Pump
Shark	Giant Pump
Hydro-Tek	Hotsy / Landa Pumps
Hydro-Engineering	Vanguard Engines
Alkota	Honda Engines
All American	Kholer Engines
Riveer	Lombardini Engines
Echo	Baldor Motors
N/S Corporation	Marathon Motor
North Star	WEG Motors
Woma	Honeywell Controllers
Cam Spray	Wayne Burner
Dirt-Killer	Beckett Burner
Mosmatic	Suntec
This is a general list of brands EST can service and is not all-inclusive. There are additional brands that EST can provide service on.	

Use and Disclosure of Data: This document may include data that may not be disclosed outside of the intended audience and may not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. The data subject to this restriction is contained in this document.



EST Companies  
2166 E Cedar St Tempe AZ 85281  
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Fax: 623.535.0207  
www.estcos.com

## **Technical Capability and Background on EST**

EST Companies LLC (EST) is a small business, founded in 2006, that specializes in sales, installation, service and maintenance of large scale wash technologies and corrosion control facilities designed for aircraft, military, commercial, industrial and mining applications. Systems can be designed for manual or highly automated wash systems utilizing complex PLC controls, large pumps and motors, water filtration systems, oil water separators, and other custom technologies. EST sales and service technicians operate throughout the continental USA, Hawaii, Guam.

EST provides outstanding support during all aspects of each project from design, construction, installation and testing, service and maintenance.

**Design:** EST works with A&E firms to design every type of wash facility from a single wash rack, aircraft hangar wash, clear water rinse or central vehicle wash facility.

**Construction:** EST performs onsite equipment installation around the world for its products. EST can perform all tasks associated with equipment installation; running conduit for electrical controls, above ground plumbing including pipe threading, welding, confined space entry, onsite component fabrication and all other associated tasks. All EST employees are MSHA and/or OSHA-30, equipment handling and lift certified ensuring a safe worksite. EST supervises the project from start to finish ensuring both the general contractor and customer are fully satisfied with the equipment and work performed.

**Service and Preventative Maintenance:** EST provides maintenance and service on all bus wash, car wash and general wash equipment regardless of the manufacturer. Service technicians show up onsite in a fully stocked service vehicle and are fully trained to handle various complex systems. EST's largest service contract covers all 35 wash rack sites located at Camp Pendleton, CA.

EST sales and service technicians operate throughout the southern half of the continental USA, Hawaii, Guam and other major installation sites. Riveer Environmental, the wash equipment manufacturer we represent, relies heavily on EST to assist in service and installations outside our territory. We have been called upon to provide compliance presentations for government agencies as well as private industry for wash racks, filtration systems and oil water separators.

EST has vast experience in the private and government sectors. Some of our largest wash rack service is currently performed for United States Marine Corps at Camp Pendleton (for over 3 years) and 29 Palms, supporting over 35 locations at Camp Pendleton alone. We have serviced and supported everything from simple standard systems all the way to fully engineered unique



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systems. EST has performed and continues to perform both preventive maintenance and service on many of our competitor's equipment.

EST personnel are all extensively trained to perform inspections, service and maintenance on wash racks, filtration systems, oil water separators and small to mid-size portable and stationary pressure washers. Service technicians, when they arrive on site, arrive in a van or service truck outfitted with \$20,000 plus, in tools and inventory and if needed for the project a welder, plasma cutter, pipe cutter and thread machine. Waste or waste water hauling is either accomplished by EST supplied vehicles or contracted with a licensed local company.

EST has extensive experience servicing the following manufactures wash equipment; Ross and White, Riveer, Cyclonator, Milspray, Hydro Engineering, RGF, Hotsy, Landa, Watermaze, Waste to Water, ESD, Enviremedial Systems (ESI), Watercycle, Hydrotek, Stanton Systems, Aqua Blast, Karcher, AOK, NS Wash, Ryko, Interclean, AquaCycle, Dultmeier car wash systems, small engines to include Honda OHV, Kohler, Vanguard and many other sophisticated custom systems. Please see the listing below for examples of our past performance.

### **Examples of Current and Past State and Federal Experience:**

#### **Wash System Maintenance Contracts**

**Project Title:** Preventative and Emergency Service for Car Wash and Pressure Washer Equipment

**Period of Performance:** August 2014- August 2015

**Location:** NAS Lemoore

**Organization Supported:** US Navy

**Contract Number:** N00244-14-P-0486

**Description of work:** Conduct monthly preventative maintenance and emergency service on a ESD Waste2Water System

**Contract Value:** Varies based on services performed.

**Project Title:** Preventative and Emergency Service for Car Wash and Pressure Washer Equipment

**Period of Performance:** June 2013- Present

**Location:** Phoenix, Arizona

**Organization Supported:** City of Phoenix Aviation

**Contract Number:** P-09935-14

**Description of work:** Conduct monthly preventative maintenance and emergency service on a NS / Ryko car wash system, NS Bus Wash System. Conduct quarterly preventative maintenance and emergency service on 4x pressure washers located at the airport.

**Contract Value:** Varies based on services performed.

**Project Title:** Service Call for AGE Washrack (Hydrosite)

**EXHIBIT B**  
**AUTOMATED TRUCK AND CAR WASH BAY SERVICE AND SUPPLIES**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

The method of payment is provided in Section 5 of the Agreement. The amount of compensation, the estimated annual quantity and unit priced charged by Contractor, is provided in its response to RFP 15-75.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$400,000 over the entire term of the Agreement, which includes the initial one year term and any renewal periods.

**DETAILED PROJECT COMPENSATION**

Per RFP 15-75. See attached Solicitation details.

## EXHIBIT C

### AUTOMATED TRUCK AND CAR WASH BAY SERVICE AND SUPPLIES DISPUTE RESOLUTION

#### 1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

#### 2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.