CITY CLERK
ORIGINAL

C-10913
06/14/2016

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUMMIT ELECTRIC SUPPLY CO, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 14 day of June, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Summit Electric Supply Co. Inc., a New Mexico corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On February 6, 2016, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Electrical Supplies Contract, Contract No. T16-101-03 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was February 6, 2016, until the date the contract expires on February 5, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond February 5, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until

February 5, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on February 5, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars ($100,000) annually or five hundred thousand dollars ($500,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

Summit Electric Supply Co. Inc.
c/o Jerimiah Rhoden
205 South 29th Street
Phoenix, AZ 85034

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Summit Electric Supply Co. Inc., a New Mexico corporation

By: _____
Name: Craig Gibson
Title: Account Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUMMIT ELECTRIC SUPPLY CO, INC.

EXHIBIT A

City of Tempe Electric Supplies Contract T16-101-03

Contract Award Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: T16-101-03

Summit Electric Supply
Jerimiah Rhoden
205 S. 29th Street
Phoenix AZ 85034

Contract Period 02/06/2016 To 02/05/2017

Phone: (602)267.1000 x4228
Jerimiah.rhoden@summit.com

Vendor Number: 14686

Solicitation/Contract Requirements

This Contract Award Notice is issued for the purchase of **Electrical Supplies** per the terms, conditions, specifications and requirements of **RFP #16-101**. The contract shall remain in effect through **02/05/2017** unless extended, renewed or canceled per terms and conditions of **T16-101-03.** It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item No.	Item Description	Unit Price
	Per Submittal documents	

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T16-101-03.** This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Division, Attn:**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Tony Allen, CPPB
Procurement Officer
(480) 350-8548

Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document

REQUEST FOR PROPOSAL CITY OF TEMPE

REQUEST FOR PROPOSAL : 16-101

RFP ISSUE DATE: 11/20/2015
Commodity Code(s): 033-05

PROCUREMENT DESCRIPTION: Electrical Supplies

PROPOSAL DUE DATE/TIME: **Thursday, December 17, 2015, , 3:00 P.M. Local Time**
Late proposals will not be considered.

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Monday, December 7, 2015, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen , CPPB E-mail: tony_allen@tempe.gov Phone No: (480)350.8548
Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page **www.tempe.gov/procurement** and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, one (1) additional copy of RFP response on Flash Drive is also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene
Michael Greene, C.P.M.
Central Services Administrator

14686

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit an original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: SUMMIT ELECTRIC SUPPLY

Company Purchase Order Mailing Address:

Street Address: 205 South 29th Street

City, State, Zip: Phoenix, AZ 85034

Contact Person: Jerimiah Rhoden Phone Number: 602-267-1000 EXT 4228

E-mail Address: Jerimiah.rhoden@summit.com Cell Number: 602-980-3852

Remit To Information

Company Name (as it appears on invoice): SUMMIT ELECTRIC SUPPLY

Company Payment Remit To Address :

Street Address: PO BOX 848345

City, State, Zip: Dallas, TX 75284

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: N/A

Payment Options

Will your company accept the City's Master Card for payment? ***Not for AR*** Yes [X] No [ ]

Will your company accept Payment via ACH (Automated Clearing House) for payment? Yes [X] No [ ]

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror — Date: 12/16/17

Jerimiah Rhoden
Print or Type Name of Authorized Individual

Account Manager
Title of Authorized Individual

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form 201-B (RFP).

   B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.

   C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.

   E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.

9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

11. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/web).

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on the City Clerks web site at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and website for public review (www.tempe.gov/procurement). A protest shall

be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.

17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

A. "City" means the municipal corporation of the City of Tempe, Arizona.

B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.

D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.

I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal

requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

    If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

    A. Determine in greater detail such Offeror's qualifications;

    B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

    C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

    D. Agree 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.

24. **Code Governance**: Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record**: Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and 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 Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:

   A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. Offeror 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 "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by 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, unless otherwise agreed to in writing by the City.

7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.

10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/SAVE/save-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience**: The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar

occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

i) 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.

ii) Late performance by a subcontractor.

C. 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 of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail when it has done so. 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 the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated 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 Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** 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, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

28. **Performance Standards**: Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this 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.

32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a 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 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, shall not release the Contractor from any responsibilities or obligations imposed by the 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.

36. **Safety Standards:** All items supplied on this Contract must 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.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

38. **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.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

    A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

    B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

    C. Is engaged in activities prohibited in the Order; or,

    D. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A. All workmanship shall be finest and first-class;

    B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,

    C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

    The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not

operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor

45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards**: In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the proposal due time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Price Adjustment:**

   A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

   C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

7. **Multiple Awards:** The City has a large number and variety of potential customer departments. 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 Offeror.

8. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, 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 policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of 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 services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term. 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 by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.

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

G. Waiver. The policies, including 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 work or services of the Contractor.

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

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the 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. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

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

9. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Package Label

Please cut out and attach the following label to the outside of your submission.

RFP 16-101

Electrical Supplies

Due Date: Thursday, December 17, 2015

Submitting Firm: _____

Address: _____

_____

When dropping off at the Procurement office, dial **8329** for assistance.

Proposal response must be in the possession of the City of Tempe Procurement Office by the stated due date and time.

US Mail parcels sent to the City of Tempe PO Box may not be delivered to the Procurement Office for 24 hours or more after receipt by the City because of internal mail processing procedures. Please keep this potential time delay in mind when **US Mail Service** is utilized.

Delivery addresses are shown below for your convenience.

If sending via US Mail:

Tony Allen
City of Tempe
Internal Services/Procurement Office
P O Box 5002
Tempe, AZ 85280

If sending via courier, FedEx, UPS or hand delivery:

Tony Allen
City of Tempe
Internal Services/Procurement Office
20 E Sixth St (2nd Floor)
Tempe, AZ 85281

Format of Documents

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions, and provide pricing within the actual document. **The answers boxes in the tables are auto expanding and will allow you to insert as much information as you feel is required.**

Any supplemental documentation that you feel is necessary for your response should be in pdf format, however, the scan should be optimized to low resolution.

For both the hard copy and flash drive copies it is only necessary to include the items marked:

"Return this Section with your Response"

However, each respondent may submit any information it feels necessary to complete their submission.

Scope of Work

The City of Tempe is seeking proposals to establish a one-year contracts with four one-year renewal options, exercisable based on future pricing and performance of the awarded firms, for the supply of miscellaneous Electrical Parts, Supplies and Tools.

The City intends to make multiple awards (a maximum of 3 firms is anticipated) to insure availability of needed parts and supplies.

The contracts will consist of two elements:

- Orders will be placed and items delivered by firm
    - It is preferred that the vendor deliver available products within 24 hours from order placement
    - All delivery costs for non-special order materials must be included in pricing
- Pick-up at firms' facility by a Tempe employee
    - Because of this element, it is preferred that the selected vendor(s) have a local inventory outlet within the immediate geographic area of Tempe, not exceeding an approximate 10 mile radius of 55 South Priest – Tempe, Arizona to allow for the pick-up of parts by City personnel when needed.

The vendor's inventory of high quality electrical parts and supplies and must be of sufficient quantity and variety to cover the majority of the City's electrical parts needs.

Due to the depth of product lines carried by most vendors, a line card illustrating all product lines carried by the firm shall be submitted and will be considered as part of the evaluation process.

There shall be no restocking fees for unused returned parts – special order items are exempted from this requirement.

The City of Glendale has indicated a desire to participate in this solicitation, however, no purchases can be guaranteed.

Proposal Questionnaire

Return this Section with your Response

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

	Question	Response
1	Provide the address of the local facility that will supply parts to the City of Tempe.	205 South 29th Street Phoenix, AZ 85034
2	Googlemaps distance of your facility to 55 South Priest, Tempe, AZ	6.2 Miles
3	Describe your company and its history – include years in business	Summit Electric Supply was founded in 1977 in Albuquerque, NM. The Phoenix branch has been in operation since 1991. Summits specializes in commercial and industrial electrical distribution.
4	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	Provide contact information below
		Primary: Jerimiah Rhoden. 602-267-1000 EXT4228 Cell 602-980-3852. Jerimiah.rhoden@summit.com
		Backup: Johnny Carbajal. 602-267-100 EXT4225 johnny.carbajal@summit.com
5	What is the dollar value of your local inventory for the type of electrical parts expected to be used by the City of Tempe?	$2,500,000
6	Do you have a back-up warehouse facility from which you can obtain materials to service this contract? If so, list its address and dollar value of inventory.	Summit does not have a local back up facility. However, we do have 19 other locations to draw material from.
7	What is your normal deliver time after an order is placed?	Summit has 6 delivery trucks that go out at regular times each day. Average delivery time is 2-4 hours.
	a What is your delivery time if an emergency (rush) order is placed?	Within 1 hour
8	What procedures will be employed and what costs would be associated with a "special order" part?	The only costs associated with special orders would be the incoming freight charge if applicable.
9	Do you agree with the requirement that a restocking fee will not be charged for returned parts? (Special order parts would be exempted)	YES
	a If No, please explain to right	
10	Have you included a copy of your line card for products available from your firm and indicated the discount structures associated with the manufacturer on the price sheet?	YES
11	Do you agree to the Terms and Conditions of this RFP?	YES
	a If No, explain to right	
12	List three (3) governmental or large corporate references for which you currently provide similar services. • Organization/Firm Name • Contact Name • Phone Number	Provide Reference Information Below
		Ping Manufacturing Ken Kays 602-687-5540. City of Chandler Dave Bright 480-215-9838. City of Phoenix Albert

		Barajas 602-374-0672

Proposal Checklist for Submittals

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your submittal.

Please include any information or documents that will clarify your submittal.

	Description		Included
1	One signed and complete original of the RFP response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.		✓
	a	Vendor's Offer has been signed and included with response	✓
2	One (1) additional copy of RFP response on Flash Drive – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.		✓
	a	If utilizing a PDF file format for any additional information submitted with response, please optimize the file (low resolution) to lower memory space requirements	✓
3	Questionnaire has been completed and included		✓
4	Price information is complete and included		✓
5	Line card of available products has been included		✓
	a	Discounts offered on product lines has been indicated on price sheet	✓
6	Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5) or acceptable alternative		✓
7	Any addendum(s) have been included		✓

Evaluation Criteria

An evaluation committee composed of City staff will review the responses and score them according to the criteria listed below.

Award Criteria			Weight	x	Rating	=	Points
1	Cost		6 (38%)	x		=	
	a	Laundry List					
	b	Discounts Offered					
2	Inventory and Location		5 (31%)	x		=	
	a	Available Product Lines					
	b	Available Local and Backup Inventory					
	c	Delivery Times					
	d	Proximity to Tempe for 'Self-Service' Pick-ups					
3	Firm		4 (25%)	x		=	
	a	Experience of Firm					
	b	References					
4	Overall response to RFP		1 (6%)	x		=	
	a	Quality, composition and completeness of response					
	b	Firms acceptance of City's Terms and Condition					
						Total	

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	8 to 10
Good	6 to 7.9
Average	3 to 5.9
Poor	0 to 2.9

Price Sheet

Return this Section with your Response

Pricing must be inclusive of all costs including, but not limited to, delivered to a City facility. The City will not pay fuel surcharges or any cost beyond those stated below.

Quantities listed on the Price Sheet are the City's best estimate of annual usage and will be used for evaluation purposes only. These quantities do not obligate the City to order or accept more than actual needs and availability of appropriated funds.

The provided 'laundry list' of commonly used items will be used to evaluate a firms' overall pricing strategy, however, the depth and discounts associated with you 'line card' of available products will weigh heavily in overall scoring of a firm.

	Description	Qty	Unit	Cost Ea.	Extended Cost
	Group 1 – Fuses				
1.	30 AMP x 250 volt dual element	50	Each	$ 2.77	$138.50
2.	60 AMP x 250 volt dual element	60	Each	$ 5.08	$304.80
3.	100 AMP x 250 volt dual element	25	Each	$ 11.40	$285.00
4.	20 AMP x 600 volt dual element	80	Each	$ 6.16	$492.80
5.	30 AMP x 600 volt dual element	50	Each	$ 6.16	$308.00
6.	75 AMP x 600 volt dual element	35	Each	$ 24.57	$859.95
7.	100 AMP x 600 volt dual element	20	Each	$ 21.81	$436.20
8.	200 AMP x 600 volt dual element	15	Each	$ 43.65	$654.75
	Group 2 – Load Centers/Sub Panels				
9.	60 AMP x 2 pole x 240 volt (8 pole position) breaker panel outdoor with 60 AMP main breaker	10	Each	$ 115.00	$1,150.00
10.	100 AMP x 2 pole x 240 volt (12 pole position) breaker panel outdoor with 100 AMP main breaker	5	Each	$ 135.00	$675.00
	Group 3 – Fused Disconnects				
11.	30 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	10	Each	$ 45.60	$456.00
12.	60 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	$ 76.00	$304.00
13.	100 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	$ 112.00	$448.00

Group 4 – Switches, Receptacles & Boxes		Qty	Unit	Cost Ea	Extended Cost
14.	20 AMP x 1 pole x 1 throw spec grade toggle	65	Each	$ 2.62	$170.30
15.	20 AMP x 120 volt x grounded duplex receptacle	100	Each	$ 2.61	$261.00
16.	1 gang handy box with ½" KO	100	Each	$ .85	$85.00
17.	2 gang handy box with ½" KO	50	Each	$ .97	$97.00
18.	1 gang handy box with ¾" KO	100	Each	$ .89	$89.00
19.	2 gang handy box with ¾" KO	50	Each	$ 1.01	$101.00
Group 5 – Circuit Breakers					
20.	20 AMP x 240 volt x 1 pole square D type snap in	50	Each	$ 7.96	$398.00
21.	20 AMP x 240 volt x 2 pole square D type snap in	35	Each	$ 17.46	$611.10
22.	30 AMP x 240 volt x 2 pole square D type snap in	20	Each	$ 17.46	$349.20
23.	20 AMP x 240 volt x 1 pole square D type screw on	15	Each	$ 18.34	$275.10
24.	20 AMP x 240 volt x 2 pole square D type screw on	25	Each	$ 41.01	$1025.25
Group 6 – Electrical Wire (All wire with THHN/THW insulation)					
25.	#12 AWG copper stranded	20,000	Feet	$ 90.55/M	$1811.00
26.	#10 AWG copper stranded	5,000	Feet	$ 144.00/M	$720.00
27.	#8 AWG copper stranded	3,000	Feet	$ 228.01/M	$684.03
28.	#6 AWG copper stranded	2,500	Feet	$ 355.90/M	$889.75
29.	#4 AWG copper stranded	2,000	Feet	$ 548.44/M	$1096.88
30.	2/0 copper	800	Feet	$ 1634.69/M	$1307.75
31.	3/0 copper	1,000	Feet	$ 2088.04/M	$2088.04
32.	250 MCM	300	Feet	$ 2860.66/M	$858.20
33.	500 MCM	100	Feet	$ 5049.72/M	$504.97

Group 7 – Conduit		Qty	Unit	Cost Ea	Extended Cost
34.	½" EMT	2,500	Feet	$ 21.52/C	$538.00
35.	¾" EMT	1,500	Feet	$ 37.21/C	$558.15
36.	1" EMT	800	Feet	$ 63.04/C	$504.32
37.	2" EMT	400	Feet	$ 147.91/C	$591.64
38.	2-1/2" EMT	400	Feet	$ 222.47/C	$889.88
39.	3" EMT	300	Feet	$285.23 /C	$855.69
40.	4" EMT	100	Feet	$ 384.51/C	$384.51
41.	½" IMC	500	Feet	$ 70.57/C	$352.85
42.	¾" IMC	1,300	Feet	$ 81.43/C	$1058.59
43.	1" IMC	1,100	Feet	$ 122.24/C	$1344.64
44.	2-½" IMC	1,500	Feet	$ 510.92/C	$7663.80
45.	3" IMC	300	Feet	$ 673.09/C	$201.93
46.	4" IMC	100	Feet	$ 888.51/C	$888.51
Group 8 – Conduit Fittings - Die-Cast					
47.	½" EMT compression connector	200	Each	$ .33	$66.00
48.	¾" EMT compression connector	125	Each	$ .36	$45.00
49.	1" EMT compression connector	100	Each	$ .68	$68.00
50.	2" EMT compression connector	30	Each	$ 2.98	$89.40
51.	½" EMT compression coupling	150	Each	$ .33	$66.00
52.	¾" EMT compression coupling	175	Each	$ .36	$63.00
53.	1" EMT compression coupling	75	Each	$ .66	$49.50
54.	2" EMT compression coupling	25	Each	$ 2.35	$58.75
55.	½" LB (AL) with cover and composition gasket	15	Each	$ 6.44	$96.60
56.	¾" LB (AL) with cover and composition gasket	15	Each	$ 6.89	$103.35
57.	1" LB (AL) with cover and composition gasket	15	Each	$ 8.20	$1025.00
58.	½" C (AL) with cover and composition gasket	25	Each	$ 6.44	$161.00
59.	¾" C (AL) with cover and composition gasket	25	Each	$ 6.89	$172.25
60.	1" C (AL) with cover and composition gasket	15	Each	$8.20	$1025.00

Pricing Section

"Return this Section with your Response"

Group 9 – Discounts Offered

Manufacturer	Discount	Price list used
SCHNEIDER AUTOMATION PRODUCTS	15-30%	List price
3M - TAPES/CONNECTORS	15-20%	List price
STEEL CITY – OUTDOOR BOXES	45-55%	List price
B-LINE - STRUT AND FITTINGS	20-30%	List price
CROUSE HINDS BOXES AND FITTINGS	50-60%	List price
BRADY	15-20%	List price
FEDERAL SIGNAL/EDWARDS	15-25%	List price
HOFFMAN ENCLOSURES	50-60%	List price
IDEAL INDUSTRIES	35-40%	List price
ILSCO LUGS	30-40%	List price
THOMAS & BETTES LUGS	30-40%	List price
LH DOTTIE HARDWARE	40-50%	List price
SQUARE D PANELS	50-60%	List price
SQUARE D CONTROLS	50-60%	List price
TAYMAC OUTDOOR COVERS	40-50%	List price
THOMAS & BETTES – TY-WRAPS	30-40%	List price
WIREMOLD RACEWAY	10-20%	List price
KLEIN TOOLS	10-25%	List price
GREENLEE TOOLS	25-30%	List price
LUTRON DIMMERS	15-25%	List price
NSI INDUSTRIES	15-25%	List price
INTERMATIC CONTROLS/PHOTO CELLS	25-30%	List price
	%	
	%	
	%	
	%	
	%	
	%	

* Applicable Tax 7.5 – 8.5 % Depending on where product is picked up

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUMMIT ELECTRIC SUPPLY CO, INC.

EXHIBIT B
Scope of Work

PROJECT

Purchase of miscellaneous Electrical Parts and Supplies on an as needed basis as described in Exhibit C.

Scope of Work

The City of Tempe is seeking proposals to establish a one-year contracts with four one-year renewal options, exercisable based on future pricing and performance of the awarded firms, for the supply of miscellaneous Electrical Parts, Supplies and Tools.

The City intends to make multiple awards (a maximum of 3 firms is anticipated) to insure availability of needed parts and supplies.

The contracts will consist of two elements:

- Orders will be placed and items delivered by firm
    - It is preferred that the vendor deliver available products within 24 hours from order placement
    - All delivery costs for non-special order materials must be included in pricing
- Pick-up at firms' facility by a Tempe employee
    - Because of this element, it is preferred that the selected vendor(s) have a local inventory outlet within the immediate geographic area of Tempe, not exceeding an approximate 10 mile radius of 55 South Priest – Tempe, Arizona to allow for the pick-up of parts by City personnel when needed.

The vendor's inventory of high quality electrical parts and supplies and must be of sufficient quantity and variety to cover the majority of the City's electrical parts needs.

Due to the depth of product lines carried by most vendors, a line card illustrating all product lines carried by the firm shall be submitted and will be considered as part of the evaluation process.

There shall be no restocking fees for unused returned parts – special order items are exempted from this requirement.

The City of Glendale has indicated a desire to participate in this solicitation, however, no purchases can be guaranteed.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUMMIT ELECTRIC SUPPLY CO, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the City of Tempe Electric Supplies Contract T16-101-03

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $100,000 annually or $500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Electrical Parts and Supplies will be purchased on an as needed basis based on attached Exhibit C.

Price Sheet

Return this Section with your Response

Pricing must be inclusive of all costs including, but not limited to, delivered to a City facility. The City will not pay fuel surcharges or any cost beyond those stated below.

Quantities listed on the Price Sheet are the City's best estimate of annual usage and will be used for evaluation purposes only. These quantities do not obligate the City to order or accept more than actual needs and availability of appropriated funds.

The provided 'laundry list' of commonly used items will be used to evaluate a firms' overall pricing strategy, however, the depth and discounts associated with you 'line card' of available products will weigh heavily in overall scoring of a firm.

	Description	Qty	Unit	Cost Ea.	Extended Cost
Group 1 – Fuses					
1.	30 AMP x 250 volt dual element	50	Each	$ 2.77	$138.50
2.	60 AMP x 250 volt dual element	60	Each	$ 5.08	$304.80
3.	100 AMP x 250 volt dual element	25	Each	$ 11.40	$285.00
4.	20 AMP x 600 volt dual element	80	Each	$ 6.16	$492.80
5.	30 AMP x 600 volt dual element	50	Each	$ 6.16	$308.00
6.	75 AMP x 600 volt dual element	35	Each	$ 24.57	$859.95
7.	100 AMP x 600 volt dual element	20	Each	$ 21.81	$436.20
8.	200 AMP x 600 volt dual element	15	Each	$ 43.65	$654.75
Group 2 – Load Centers/Sub Panels					
9.	60 AMP x 2 pole x 240 volt (8 pole position) breaker panel outdoor with 60 AMP main breaker	10	Each	$ 115.00	$1,150.00
10.	100 AMP x 2 pole x 240 volt (12 pole position) breaker panel outdoor with 100 AMP main breaker	5	Each	$ 135.00	$675.00
Group 3 – Fused Disconnects					
11.	30 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	10	Each	$ 45.60	$456.00
12.	60 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	$ 76.00	$304.00
13.	100 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	$ 112.00	$448.00

Group 4 – Switches, Receptacles & Boxes		Qty	Unit	Cost Ea	Extended Cost
14.	20 AMP x 1 pole x 1 throw spec grade toggle	65	Each	$ 2.62	$170.30
15.	20 AMP x 120 volt x grounded duplex receptacle	100	Each	$ 2.61	$261.00
16.	1 gang handy box with ½" KO	100	Each	$ .85	$85.00
17.	2 gang handy box with ½" KO	50	Each	$ .97	$97.00
18.	1 gang handy box with ¾" KO	100	Each	$ .89	$89.00
19.	2 gang handy box with ¾" KO	50	Each	$ 1.01	$101.00
Group 5 – Circuit Breakers					
20.	20 AMP x 240 volt x 1 pole square D type snap in	50	Each	$ 7.96	$398.00
21.	20 AMP x 240 volt x 2 pole square D type snap in	35	Each	$ 17.46	$611.10
22.	30 AMP x 240 volt x 2 pole square D type snap in	20	Each	$ 17.46	$349.20
23.	20 AMP x 240 volt x 1 pole square D type screw on	15	Each	$ 18.34	$275.10
24.	20 AMP x 240 volt x 2 pole square D type screw on	25	Each	$ 41.01	$1025.25
Group 6 – Electrical Wire (All wire with THHN/THW insulation)					
25.	#12 AWG copper stranded	20,000	Feet	$ 90.55/M	$1811.00
26.	#10 AWG copper stranded	5,000	Feet	$ 144.00/M	$720.00
27.	#8 AWG copper stranded	3,000	Feet	$ 228.01/M	$684.03
28.	#6 AWG copper stranded	2,500	Feet	$ 355.90/M	$889.75
29.	#4 AWG copper stranded	2,000	Feet	$ 548.44/M	$1096.88
30.	2/0 copper	800	Feet	$ 1634.69/M	$1307.75
31.	3/0 copper	1,000	Feet	$ 2088.04/M	$2088.04
32.	250 MCM	300	Feet	$ 2860.66/M	$858.20
33.	500 MCM	100	Feet	$ 5049.72/M	$504.97

Group 7 – Conduit		Qty	Unit	Cost Ea	Extended Cost
34.	½" EMT	2,500	Feet	$ 21.52/C	$538.00
35.	¾" EMT	1,500	Feet	$ 37.21/C	$558.15
36.	1" EMT	800	Feet	$ 63.04/C	$504.32
37.	2" EMT	400	Feet	$ 147.91/C	$591.64
38.	2-1/2" EMT	400	Feet	$ 222.47/C	$889.88
39.	3" EMT	300	Feet	$285.23 /C	$855.69
40.	4" EMT	100	Feet	$ 384.51/C	$384.51
41.	½" IMC	500	Feet	$ 70.57/C	$352.85
42.	¾" IMC	1,300	Feet	$ 81.43/C	$1058.59
43.	1" IMC	1,100	Feet	$ 122.24/C	$1344.64
44.	2-½" IMC	1,500	Feet	$ 510.92/C	$7663.80
45.	3" IMC	300	Feet	$ 673.09/C	$201.93
46.	4" IMC	100	Feet	$ 888.51/C	$888.51
Group 8 – Conduit Fittings - Die-Cast					
47.	½" EMT compression connector	200	Each	$ .33	$66.00
48.	¾" EMT compression connector	125	Each	$ .36	$45.00
49.	1" EMT compression connector	100	Each	$ .68	$68.00
50.	2" EMT compression connector	30	Each	$ 2.98	$89.40
51.	½" EMT compression coupling	150	Each	$ .33	$66.00
52.	¾" EMT compression coupling	175	Each	$ .36	$63.00
53.	1" EMT compression coupling	75	Each	$ .66	$49.50
54.	2" EMT compression coupling	25	Each	$ 2.35	$58.75
55.	½" LB (AL) with cover and composition gasket	15	Each	$ 6.44	$96.60
56.	¾" LB (AL) with cover and composition gasket	15	Each	$ 6.89	$103.35
57.	1" LB (AL) with cover and composition gasket	15	Each	$ 8.20	$1025.00
58.	½" C (AL) with cover and composition gasket	25	Each	$ 6.44	$161.00
59.	¾" C (AL) with cover and composition gasket	25	Each	$ 6.89	$172.25
60.	1" C (AL) with cover and composition gasket	15	Each	$8.20	$1025.00

Pricing Section

"Return this Section with your Response"

Group A – Discounts Offered		
Manufacturer	Discount	Price list used
SCHNEIDER AUTOMATION PRODUCTS	15-30%	List price
3M - TAPES/CONNECTORS	15-20%	List price
STEEL CITY – OUTDOOR BOXES	45-55%	List price
B-LINE - STRUT AND FITTINGS	20-30%	List price
CROUSE HINDS BOXES AND FITTINGS	50-60%	List price
BRADY	15-20%	List price
FEDERAL SIGNAL/EDWARDS	15-25%	List price
HOFFMAN ENCLOSURES	50-60%	List price
IDEAL INDUSTRIES	35-40%	List price
ILSCO LUGS	30-40%	List price
THOMAS & BETTES LUGS	30-40%	List price
LH DOTTIE HARDWARE	40-50%	List price
SQUARE D PANELS	50-60%	List price
SQUARE D CONTROLS	50-60%	List price
TAYMAC OUTDOOR COVERS	40-50%	List price
THOMAS & BETTES – TY-WRAPS	30-40%	List price
WIREMOLD RACEWAY	10-20%	List price
KLEIN TOOLS	10-25%	List price
GREENLEE TOOLS	25-30%	List price
LUTRON DIMMERS	15-25%	List price
NSI INDUSTRIES	15-25%	List price
INTERMATIC CONTROLS/PHOTO CELLS	25-30%	List price
	%	
	%	
	%	
	%	
	%	
	%	

* Applicable Tax 7.5 – 8.5 % Depending on where product is picked up