

**AGREEMENT FOR  
Zumar Industries Inc.  
City of Glendale Solicitation No. 11082016**

This Agreement for Bus Stop Signs ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Zumar Industries, Inc, a Coporation, authorized to do business in Arizona, (the "Contractor"), as of the 13 day of December, 2016.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 11082016 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

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

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

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

d. **Sub-contractors.**

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

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

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

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

3.4 **Coordination; Interaction.**

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

3.5 **Work Product.**

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

4. **Compensation for the Project.**

- 4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$5,000.00, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

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

**5. Billings and Payment.**

**5.1 Applications.**

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

**5.2 Payment.**

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

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

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

**6. Termination.**

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

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

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

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

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

8. **Insurance.**

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

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

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

## 8.2 Sub-contractors.

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

## 8.3 Indemnification.

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

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

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

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

11.2 **Representatives.**

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

Zumar Industries, Inc.  
c/o Jody Case  
7833 N 106 Avenue  
Glendale Az, 85307

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

City of Glendale  
c/o Jeff Henry

6210 W. Myrtle Ave. Bld S

Glendale, Arizona 85301  
623-930-3516

With required copy to:

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

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

c. **Concurrent Notices.**

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

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

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

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

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

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

**13.2 Interpretation.**

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

**13.3 Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |              |
|-----------|--------------|
| Exhibit A | Project      |
| Exhibit B | Compensation |

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation



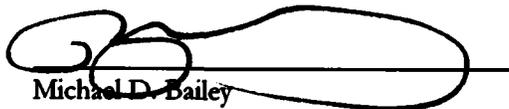
By: Kevin Phelps  
Its: City Manager

ATTEST:



Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey  
City Attorney

Zumar Industries, Inc.,  
a Corporation Authorized to do Business In the State of  
Arizona



By: Jody Case  
Its: Sales Manager

**EXHIBIT A**

**Zumar Industries, Inc. to supply Transit Bus Stop Signs**

**PROJECT**

Bus stop signs to be ordered on an as needed basis per the Attached RFQ

**EXHIBIT B**

**Zumar Industries, Inc. to supply Transit Bus Stop Signs  
COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Payment shall be per Section 5 of the Agreement per the attached Pricing Page .

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$5,000.00.

**DETAILED PROJECT COMPENSATION**

Bus Stop Signs to be ordered on an as needed basis per the attached Pricing Page.



**REQUEST FOR QUOTATION  
BUS STOP SIGNS  
Due Date: November 8<sup>th</sup>, 2016  
Time: Before 12:00 pm (Noon) Local Time**

**DESCRIPTION:**

**BUS STOP SIGNS**

**SEND SUBMITTALS TO:**

**CITY OF GLENDALE  
PUBLIC WORKS DEPARTMENT  
TRANSIT DIVISON  
ATTENTION: JEFF HENRY  
6210 W. MYRTLE BLDG. S  
GLENDALE AZ 85301  
EMAIL: [jhenry@glendaleaz.com](mailto:jhenry@glendaleaz.com)**

**For questions concerning this request for  
quotation contact Jeff Henry @ 623 930-3516**

**DUE DATE & TIME:**

**NOVEMBER 8th 2016, 12:00 PM (NOON)  
LOCAL TIME**



**REQUEST FOR QUOTATION  
BUS STOP SIGNS  
Due Date: November 8<sup>th</sup>, 2016  
Time: Before 12:00 pm (Noon) Local Time**

**1. SCOPE**

- 1.1 To provide two types of bus stop signs. The “standard” bus stop signs that are used throughout the Phoenix metropolitan area (blue and white). And the City of Glendale “GUS” bus stop signs that are used for a circular bus service in Glendale.
- 1.2 The vendor awarded this contract shall comply with the specifications listed.
- 1.3 All signs are to be delivered to the City of Glendale warehouse located at, 6210 West Myrtle Bldg. # N, Glendale AZ 85301.
- 1.4 Once a vendor has been awarded the contract but before an order is placed the City can provide a sample of each sign. It is in the best interest of the vendor that receives the award to pick-up one of each sign to make sure the signs they manufacture are done correctly. If the signs are not manufactured correctly there is no obligation on the City of Glendale’s part to purchase the signs.
- 1.5 The vendor awarded the contact shall produce one of each sign and provide them to the City for approval. Once the City approves the sign an order will be placed.

**2. GENERAL SPECIFICATIONS**

- 2.1 The selected vendor selected shall be responsible for, but not limited to:
  - 2.1.1 **Signage Material and Size for the “Standard” Bus Stop Signs:**
    - “Standard” Bus Stop Signs shall be 24” x 18” (24” tall X 18” wide).
    - The signs are to be Aluminum .062”-.080” thick.
    - All corners are to be rounded.
    - All vinyl to be rated a premium outdoor vinyl with a minimum life expectance of 10 years.
    - 2 - Pre-drilled ¼ inch holes vertically centered in the sign. One hole to be 3” from the top of the sign and the other hole to be 3” from the bottom of the sign (18” center to center, see diagram).
  - 2.1.2 **Signage Material and Size for the “GUS bus sign” Bus Stop Signs:**
    - “GUS the bus” Bus Stop Signs shall be 18” X 12” (18” tall X 12” wide).
    - The signs are to be Aluminum .062”-.080” thick.
    - Rounded corners
    - 2 - Pre-drilled ¼ inch holes vertically centered in the sign. One hole to be 3” from the top of the sign and the other hole to be 3” from the bottom of the sign (12” center to center).
    - All vinyl to be rated a premium outdoor vinyl with a minimum life expectance of 10 years.



**REQUEST FOR QUOTATION  
BUS STOP SIGNS  
Due Date: November 8<sup>th</sup>, 2016  
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**2.1.3 Two Types of Printed Signs:**

- 1) The "STANDARD" Bus Stop Signs that are used throughout the Phoenix metropolitan area.
- 2) The City of Glendale "GUS the bus" Bus Stop Signs.
  - o Pictures of each are attached.

**2.1.4 "STANDARD" Bus Stop Signs:**

- All Blue and White vinyl to be 12 year prismatic reflective. All signs are double-sided signs with the same information on each side.

**2.1.5 "GUS the bus" Bus Stop Signs:**

- All White vinyl to be 12 year prismatic reflective.
- The other 3 colors on the sign (Magenta, Green & Black) do not need to be reflective but do need to be premium vinyl with the longest life possible (10 to 12 years).
- All signs are double-sided with the same information on both sides except:
  - \*\* Change in lettering: There is not to be a fare amount on either side of the new signs. Take off ".25 fare".

**3. CONTRACTOR'S PERFORMANCE**

3.1 The City shall determine the quality and acceptability of any work performed under the resultant contract.

3.1.2 If in the opinion of the City, performance becomes unsatisfactory, the City shall notify the vendor in writing. Upon receipt of notice of unsatisfactory performance, the vendor shall have five (5) days from the time of the notification to initiate corrective action in any specific instance of unsatisfactory performance. If the vendor does not initiate corrective action within the five (5) days, a written response by the vendor is required detailing how and when the deficiencies will be corrected and how the vendor will avoid any recurrence.

3.1.3 If, after the tenth day, the vendor has not initiated corrective action, the City has the right to immediately complete the work to its satisfaction. Any or all costs associated to complete the work may be deducted from any amounts owed the vendor.

**4. ADDITIONAL SERVICES**

4.1 On rare occasions, additional tasks and services in addition to or separate from the services specified herein may be requested of the vendor, such as different style signs, logo's, etc.



**REQUEST FOR QUOTATION  
BUS STOP SIGNS  
Due Date: November 8<sup>th</sup>, 2016  
Time: Before 12:00 pm (Noon) Local Time**

**5. BILLING CYCLE**

5.1 The vendor shall submit invoices upon delivery to: The City of Glendale's Transit Division, 6210 West Myrtle Bldg. # S, Glendale AZ 85301. No payment will be made prior to product delivery.

All products shall be delivered to: The City of Glendale's Warehouse, 6210 West Myrtle Bldg. # N, Glendale AZ 85301.

**6. SPECIAL TERMS AND CONDITIONS**

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

6.2 **EVALUATION** - In accordance with the City of Glendale Procurement Code, award(s) shall be made to the quotation which best meets the needs of, and is most advantageous to, the City. The City will consider the following:

7.2.1 Price.

7.2.2 The ability, capacity and experience of the bidder to perform the contract.

7.2.3 Whether the bidder can perform the contract promptly or within the time specified, without delay or interference.

7.2.4 The quality of performance of other contracts.

7.2.5 The quality and adaptability of the materials, supplies or services to the particular use required.

6.3. **ESTIMATED QUANTITIES** - Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds.

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

6.5 **TERM OF AGREEMENT** - The term of agreement for this bid shall be for a 1-year initial period.

	<b>REQUEST FOR QUOTATION BUS STOP SIGNS Due Date: November 8<sup>th</sup>, 2016 Time: Before 12:00 pm (Noon) Local Time</b>	
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- 6.6 **OPTION TO EXTEND** - The City may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years, renewable on an annual basis.
- 6.7 **PRICE ADJUSTMENTS** - Price adjustments will only be reviewed during contract renewal.
- 6.8 **WARRANTIES** - Successful vendor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the vendor (including labor and materials) without cost to the City.  
The vendor is to provide a minimum one (1) year warranty on each sign including labor and materials.  
The vendor shall replace any signs that the contract administrator or designee deems to be improper for any reason.

 <b>GLENDAL</b>	<b>REQUEST FOR QUOTATION</b> <b>BUS STOP SIGNS</b> <b>Due Date: November 8<sup>th</sup>, 2016</b> <b>Time: Before 12:00 pm (Noon) Local Time</b>	
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**7.0 OFFER SHEET**

<u>Jody Call</u> Authorized Signature	Sales Manager Title
Zumar Industries, Inc. Company's Legal Name	info@zumar.com Company Email Address
7833 N 106 <sup>th</sup> Avenue Address	Glendale, AZ 85307 City, State & Zip code
(623) 931-7446 Telephone Number	(623) 877-7446 Fax Number
jody@zumar.com Authorized Signer's Email Address	

**For questions regarding this offer: (If different from above)**

Same as above Contact Name	Phone Number	Fax Number
Contact Email Address		

**FEDERAL TAXPAYER ID NUMBER:** 95-2039699

Arizona Sales Tax No. 20105786 Tax Rate 9.2%

Bidder certifies it is a: Proprietorship  Partnership  Corporation

Minority or woman-owned business: Yes  No

ZUMAR

	<b>REQUEST FOR QUOTATION BUS STOP SIGNS Due Date: November 8<sup>th</sup>, 2016 Time: Before 12:00 pm (Noon) Local Time</b>	
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8.0

**PRICING PAGE**

8.1 All prices shall include tax and delivery to the City of Glendale's Warehouse.

8.2 "STANDARD" bus stop signs printed on two sides (24" X 18").

8.2.1 Total Cost for 10 signs purchased at one time \$ 349.44

8.2.2 Total Cost for 20 signs purchased at one time \$ 655.20

8.2.3 Total Cost for 50 signs purchased at one time \$ 1569.75

8.2.4 Total Cost for 75 signs purchased at one time \$ 2170.35

8.3 "GUS the bus" bus stop signs printed on two sides (18" X 12").

8.3.1 Total Cost for 10 signs purchased at one time \$ 218.40

8.3.2 Total Cost for 20 signs purchased at one time \$ 399.21

8.3.3 Total Cost for 40 signs purchased at one time \$ 764.40

8.3.4 Total Cost for 50 signs purchased at one time \$ 870.87

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

**CERTIFICATE OF GOOD STANDING**

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

**\*\*\*ZUMAR INDUSTRIES, INC.\*\*\***

a foreign corporation organized under the laws of Washington did obtain authority to transact business in the State of Arizona on the 1st day of August 2005.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 1st day of December, 2016, A. D.



*Jodi A. Jerich*  
\_\_\_\_\_  
Jodi A. Jerich, Executive Director

By: \_\_\_\_\_ 1547996



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2016

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	<b>CONTACT NAME:</b> PHONE (A/C No. Ext.): 425-709-3600	FAX (A/C No.): 425-709-7460
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Zumar Industries, Inc. dba Zumar Industries of AZ 7833 N. 106th Ave Glendale, AZ 85307	<b>INSURER A:</b> Zurich American Insurance Co.	
	<b>INSURER B:</b> Zurich American Ins. Co. of Illinois	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

LINE	TYPE OF INSURANCE	ADDL. NUMBER	POLICY NUMBER	POLICY EXP. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		CPO014036802	11/15/2016	11/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CPO014036802	11/15/2016	11/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LMB</b> <input type="checkbox"/> OCCUR <b>EXCESS LMB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTIONS</b>					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<b>WC014036702</b> ** WA Stop Gap Included	11/15/2016	11/15/2017	<input checked="" type="checkbox"/> WA STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Exhibit of Insurance.

<b>CERTIFICATE HOLDER</b>  City of Glendale Materials Management 5850 W. Glendale Avenue, Suite 317 Glendale, AZ 85301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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