

 <p>GLENDALÉ</p>	<p><b>SOLICITATION NUMBER: IFB 15-71</b></p> <p><b>STREETLIGHT LUMINAIRES</b></p>	<p><b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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4.0

**OFFER SHEET**

**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB 15-71**  
**DESCRIPTION: STREETLIGHT LUMINAIRES**

1. This is to notify you that on \_\_\_\_\_, 2015, the Glendale City Council will be voting to award IFB 15-71 to your company \_\_\_\_\_.
2. Subject to City Council approval, this notification constitutes a conditional acceptance of your offer to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
3. The term of the proposal Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
4. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
5. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
6. You are required to sign and return this Acceptance with this offer. Failure to furnish a signed copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Contractor Name: Wesco Distribution Contractor Signature: *Laura Sundberg*  
 Company Address: 3425 E. Van Buren #140 Printed Name and Title: Laura Sundberg - Act Rep  
Phoenix AZ 85008 Email Address: lsundberg@wesco.com  
 Company Federal I.D.: 25-1723345 Telephone No.: 602-275-8521

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature:  
Printed Name and Title:  
Date:

Richard A. Bowers, Acting City Manager

ATTEST:

*Naime McCreater*  
Approved as to City Clerk

*[Signature]*  
City Attorney

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**PRICE SHEET**

Offerors shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 STREETLIGHT LUMINAIRES					
GROUP A					
Item No.	Estimated Annual Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	65	Each	COBRAHEAD LUMINARY, 100W HPS W/PC RECPT, AEL# 115-10S-CA-MT1-R2-FG-LC	\$116.80	\$7,592.00
5.1.2	90	Each	COBRAHEAD LUMINARY, 150W HPS W/PC RECPT, AEL# 115-15S-CA-MT1-R2-FG-LC-OR	\$116.80	\$7,592.00
5.1.3	70	Each	COBRAHEAD LUMINARY, 250W HPS W/PC RECPT, AEL# 125-25S-CA-MT1-R3-FG-LC	\$164.00	\$11,480.00
5.1.4	15	Each	COBRAHEAD LUMINARY, 400W HPS W/PC RECPT, AEL# 125-40S-CA-MT1-R3-FG-LC	\$170.00	\$2,550.00
5.1.5	10	Each	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BRONZE, AEL# 53-10S-XH-MT1-R2-FG	\$170.00	\$1,700.00
5.1.6	30	Each	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 53-10S-XH-MT1-R2-FG-BK	\$170.00	\$5,100.00
5.1.7	10	Each	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BRONZE, AEL# 53-15S-XN-MT1-R2-FG-HK	\$180.00	\$1,800.00
5.1.8	10	Each	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BLACK, AEL# 53-15S-XN-MT1-R2-FG-BK-HK	\$180.00	\$1,800.00
5.1.9	10	Each	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BRONZE, AEL# C-530091	\$215.00	\$2,150.00
5.1.10	10	Each	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BLACK, AEL# C-530091-BK	\$215.00	\$2,150.00
5.1.11	45	Each	POST-TOP LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 247-10S-RN-120-R2-FC	\$192.00	\$8,640.00
5.1.12	10	Each	LUMINARY, 250W METAL HALIDE, SPAULDING PULSE-START,		

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		<b>BRONZE, #MY2-A-P25-V3-F-Q-DB-ETOHSF</b>	<u>\$NO Bid</u>	<u>\$NO Bid</u>
<b>SUB-TOTAL GROUP A (Items 5.1.1 through 5.1.12)</b>				<u>\$52,554.00</u>

<b>GROUP B</b>					
5.1.13	10	Each	<b>GE EVOLVE LED LUMINARY ERS1-0-A3-B1-7-40-A-GRAY-R, 60 WATT, 5100 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.</b>	<u>\$312.00</u>	<u>\$3,120.00</u>
5.1.14	10	Each	<b>GE EVOLVE LED LUMINARY ERS1-0-C3-C1-7-40-A-GRAY-R, 95 WATT, 8200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.</b>	<u>\$353.00</u>	<u>\$3,530.00</u>
5.1.15	10	Each	<b>GE EVOLVE LED LUMINARY ERS2-0-D3-E1-7-40-A-GRAY-R, 113 WATT, 10000 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.</b>	<u>\$408.00</u>	<u>\$4,080.00</u>
5.1.16	5	Each	<b>GE EVOLVE LED LUMINARY, ERS2-0-G3-C1-1-40-A-GRAY-R, 257 WATT, 19200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.</b>	<u>\$530.00</u>	<u>\$2,650.00</u>
<b>SUB-TOTAL GROUP B (Items 5.1.13 through 5.1.16)</b>					<u>\$13,380.00</u>

<b>GROUP C</b>					
5.1.17	10	Each	<b>ACUTY AUTOBAHN LED LUMINARY ATB0 20BLEDE10 MVOLT R2 MP NL P7, 73 WATT, 6414 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.</b>	<u>\$263.00</u>	<u>\$2,630.00</u>
5.1.18	10	Each	<b>ACUTY AUTOBAHN LED LUMINARY, ATBM C MVOLT R2 MP NL P7, 81 WATT, 8827 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.</b>	<u>\$263.00</u>	<u>\$2,630.00</u>
5.1.19	10	Each	<b>ACUTY AUTOBAHN LED LUMINARY, ATBM D MVOLT R3 MP NL P7, 95 WATT, 11534 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.</b>	<u>\$287.00</u>	<u>\$2,870.00</u>

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5.1.20	5	Each	ACUIY AUTOBAHN LED LUMINAIRE, ATB2 80BLEDE85 MVOLT R3 MP NL P7, 232 WATT, 21668 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	\$ 720.00	\$ 3,600.00
<b>SUB-TOTAL GROUP C (Item Nos. 5.1.17 through 5.1.20)</b>					<b>\$ 11,730.00</b>

<b>GRAND TOTAL GROUP A Through C (Item Nos. 5.1.1 through 5.1.20)</b>	<b>\$</b>
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5.2 **TAX AMOUNT** Offerors should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.3 %

5.3 **DELIVERY** Offerors states that all orders shall be delivered within 45 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box:  
 YES, I will accept payment under this contract with the Procurement Card.  
 NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Wesco Distribution



**SOLICITATION NUMBER: RFP 15-71**

**STREETLIGHT LUMINAIRES**

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

**1.0**

**SPECIFICATIONS**

**1.1 BACKGROUND AND GENERAL REQUIREMENTS**

The City of Glendale, Arizona, Engineering Department is requesting bids from qualified vendors for the City's street lighting program. The streetlight luminaires listed on the Price Sheet are samples of items that are required by the City. Vendors shall thoroughly complete the Price Sheet as requested. Vendors may submit bids for any Group, a combination of two Groups, or for all Groups.

Throughout the term of this contract, the City reserves the right to add, revise or make changes to the specifications to best serve the needs of the City.

The brand names, manufacturer's name or product numbers in the Price Sheet are used for purposes of designating the standard of quality, performance, and characteristics needed to meet City requirements and are not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

The resultant contract requires delivery of any items within forty-five (45) days from the date of the purchase order or written notice to proceed from the City. The City reserves the right to purchase any item under the resultant contract from other suppliers if the awarded vendor(s) is unable to meet this requirement.



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**2.0 SPECIAL INSTRUCTIONS TO OFFERORS**

**2.1 RETURN OF OFFER** One (1) hard copy marked as "original", one (1) copy marked as "Copy" and one (1) flash drive containing all original documents in PDF format. The original and copy of the proposal shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF OFFER PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

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

- 2.2.1 OFFER SHEET, Section 4.0
- 2.2.2 PRICE SHEET, Section 5.0
- 2.2.3 ADDENDUM, Return all addenda (if applicable).
- 2.2.4 SPECIFICATIONS, Section 1.0
- 2.2.5 SPECIAL INSTRUCTIONS TO OFFERORS, Section 2.0
- 2.2.6 TERMS AND CONDITIONS, Section 3.0

**2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.

**2.4 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" offers shall be rejected.

**2.5 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.



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- 2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- 2.8 PROPRIETARY INFORMATION** Offerors shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.
- Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.
- 2.9 INQUIRIES** Any question related to this IFB shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official offer due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Offeror as it deems necessary to establish the competence and financial stability of any Offeror submitting an offer.
- 2.11 PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- 2.12 EVALUATION LITERATURE** Offers submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to

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evaluate the product(s) offered. Offers submitted without this product information may be considered as non-responsive and rejected.

**2.13 WITHDRAWAL OF OFFER** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the offer by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

**2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Offerors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

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

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

**2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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



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- 2.16 CONFLICT OF INTEREST** The Offeror shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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**3.0 TERMS AND CONDITIONS**

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

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

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

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

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

**3.5 DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.

**3.6 DELIVERY TIME** All deliveries shall be made within 45 days upon receipt of written notification from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.



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- 3.7 TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.
- 3.8 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. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.9 PRICE ADJUSTMENTS** Price adjustments will only be reviewed during contract renewal.
- 3.10 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.11 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel may not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.12 INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.



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Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

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

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Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

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

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

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

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

- 3.15.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.15.2 The Contractor fails to adequately perform the services required in the contract.
- 3.15.3 The Contractor attempts to impose on the City products and/or services which are of an unacceptable quality.
- 3.15.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.15.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;



**SOLICITATION NUMBER: IFB 15-71**  
**STREETLIGHT LUMINAIRES**

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

- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  1. Deduction from an unpaid balance;
  2. Any combination of the above or any other remedies as provided by law.

**3.16 WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

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