



# CONTRACT AMENDMENT

Solicitation No: P19-0079 Page 1 of 1  
 Description: Fixed Building, Monument, and Site Wayfinding Signage  
 Amendment No: ONE Date: 05/04/2020

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

Buyer: Lisa Houg / dt

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 06/30/2020 and is hereby extended. EXTENSION ONE

The New Contract Term is: 07/01/2020 to 06/30/2021

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

*Gretchen Wilde* 5/14/2020 Gretchen Wilde, President Airpark Signs & Graphics, Inc.  
 Signature Date Typed Name and Title Company Name

1205 North Miller Road Tempe AZ 85281  
 Address City State Zip

Attested by:

*Rhonda Geriminsky*  
 Rhonda Geriminsky, City Clerk

*Adina Lund*  
 Director: Adina Lund, Development & Engineering Director

*[Signature]*  
 Department Rep: Ed Striffler, Architectural Services Manager

Approved as to Form:  
*Vanessa P. Hickman*  
 Vanessa P. Hickman, City Attorney



CC Number  
  
 ACON23619A  
 Contract Number

The above referenced Contract Amendment is hereby Executed:  
5-18-2020 at Peoria, Arizona  
*Christine Finney*  
 Christine Finney, Materials Manager

# ORIGINAL



## City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No.: **P19-0079** Proposal Due Date: **May 14, 2019**  
 Capital Project No.: **NA** Proposal Due Time: **5:00 P.M. AZ Time**  
 Materials and/or Services: **FIXED BUILDING, MONUMENT,  
AND SITE WAYFINDING SIGNAGE** Pre-Proposal Date: **None**  
 RFP Mailing Address: **9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor** Pre-Proposal Location: **NA**  
**Peoria, AZ 85345**

Contact: **LISA HOUG**  
 Phone: **(623) 773-7115**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. *Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.* All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

### OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

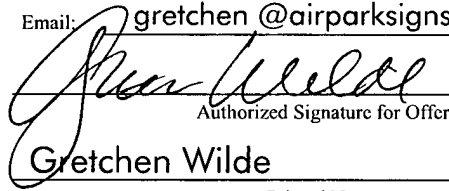
Telephone: 480-966-6565 Fax: 480-966-5668

Name: Gretchen Wilde

Email: gretchen@airparksigns.com

Airpark Signs & Graphics

Company Name

  
 Authorized Signature for Offer

1205 N. Miller Rd.

Address

Gretchen Wilde

Printed Name

Tempe

City

AZ

State

85281

Zip Code

President

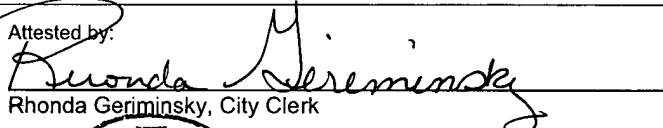
Title

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

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.


Attested by:

  
 Rhonda Geriminsky, City Clerk

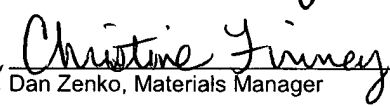
City of Peoria, Arizona.

Effective Date: 7/1/19

Approved as to form:

  
 Vanessa P. Hickman, City Attorney

Contract Awarded Date 6-12-19

  
 Dan Zenko, Materials Manager



Copyright 2003 City of Peoria, Arizona

CC: \_\_\_\_\_

Contract Number: \_\_\_\_\_

— ACON23619 —

Of \_\_\_\_\_



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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Fax: (623) 773-7118

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

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

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

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

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

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

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

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

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or



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creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.



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14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials, or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.
- Force majeure shall not include the following occurrences:
- 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.
  - Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.
18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.



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19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with



## STANDARD TERMS AND CONDITIONS

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the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.





## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P19-0079

### Materials Management Procurement

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Fixed Building, Monument, and Site Wayfinding Signage.**
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price Term Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence *on the date of award* and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
10. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after



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any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
14. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
19. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
20. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to [accountspayable@peoriaaz.gov](mailto:accountspayable@peoriaaz.gov).
21. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location 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. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
22. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

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

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require



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the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

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

### 23. Required Insurance Coverage:

#### a. Commercial General Liability

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

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

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

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

#### b. Automobile Liability

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

#### c. Workers' Compensation

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

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

#### d. Professional Liability



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The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

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

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

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

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

25. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

26. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

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

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

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.



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27. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
  - If key personnel are not available for work under this contract for a continuous period exceeding 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, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
28. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
29. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Manager of this fact shall accompany the submission and the information shall be identified.
  - The information identified by the person as confidential shall not be disclosed until the Materials Manager makes a written determination.
  - The Materials Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - If the Materials Manager determines to disclose the information, the Materials Manager shall inform the bidder in writing of such determination.
30. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
31. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
32. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.



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- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
  - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
  - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - e. Ensure that offices and workspaces containing customer information are secure.
  - f. Ensure that computer virus protection is up to date.
33. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
34. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
35. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
36. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoriaAZ.gov](mailto:salestax@peoriaAZ.gov).
37. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
38. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

- a. Cancel any contract;



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- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
  - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
  - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
    - i. Deduction from an unpaid balance;
    - ii. Any combination of the above or any other remedies as provided by law.
39. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites.
- a. The City of Peoria Protest Policy and Procedures are available online at <https://www.peoriaaz.gov/government/city-law/city-code>. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
  - b. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at <http://www.peoriaaz.gov/procurement>.



## SCOPE OF WORK

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### I. INTRODUCTION

The City desires to establish a multi-year term contract with a qualified and experienced vendor(s) to provide fixed building, monument, and site wayfinding signage. The City of Peoria may opt to select more than one signage vendor for the award of this contract.

#### A. Requirements

- 1) The signage vendor shall have the design, fabrication, and installation of fixed building, monument, and site wayfinding signage as its core business purpose.
- 2) Any strategic partnerships (outsourcing) for design, fabrication, or installation shall be fully revealed in the vendor's response.
- 3) Design, fabrication, and installation services must all be conducted from the vendor (or disclosed partner) established business location in the State of Arizona.
- 4) Project management must be conducted from an established business location in the Phoenix metropolitan area. The vendor's ability to extend project management services to northern or southern Arizona locations may add value to entities which utilize this contract through cooperative purchasing.
- 5) The successful contractor shall prepare and provide a detailed Scope of Work for each project. The finalized Scope of Work shall include the agreed upon pricing, approach, method, format, and timing to complete the project.
- 6) The vendor shall possess a minimum of 5 (five) years of experience in the design, fabrication, and installation of fixed building and site signage for large corporate and/or institutional clients.
  - a) For the purposes of this solicitation, large corporate experience shall include corporate office and/or campus signage where corporate image or branding is integrated with the architecture and interior design (ex: USAA, Intel, Petsmart, Amazon, Henkel, GoDaddy, etc.). Illuminated retail façade brand signage solely will not satisfy this experience requirement.
  - b) Institutional clients shall include any combination of municipal, county, state, tribal or federal government; K12, community college, and university; public utility company, special taxation district (ex: stadium district, or publicly supported cultural institution, ex: zoo, botanical garden, theater, or art museum).
- 7) The signage vendor shall demonstrate a history of repeat business from satisfied large corporate and/or institutional clients. Demonstration may include a list of current references whom the City may contact, client reference letters, and/or project listings, which clearly illustrates repeat commissions.

#### B. Specific Skills and Abilities

- 1) The signage vendor shall describe their skills and abilities in the areas listed below. For all skill areas including project management, clarify whether capabilities are in-house or subcontracted / outsourced.
  - Signage design
  - Project management (vendor – client)





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- Project management (internal)
- Scheduling / deadline management (client and internal)
- Metal fabrication including:
  - Shaping
  - Welding
  - Water jetting
  - Etching
  - Casting
  - Other
- Electrical and illumination including:
  - UL listed fabrication shop
  - Medium (277/240/120vAC) and low voltage (24/12vAC or vDC) in-sign electrical wiring
  - Neon
  - Fluorescent
  - LED
- Wood and plastics fabrication including:
  - Computerized routing / cutting
  - Raised photopolymer
  - Engraving
  - Braille inlay
  - Computer cut vinyl appliqué
  - Large format vinyl print (i.e. supergraphics)
  - Glazing films
- Painting for metal and plastics fabrications
  - Automotive or architectural grade, UV stable paint systems
  - Custom color matching
  - Powdercoating
- Field installation
  - Excavation
  - Reinforced concrete foundations
  - Formed and finished concrete
  - Crane erection and/or boom installation
  - Structural sign support (Arizona Sign Institute standards)

### C. Rates and Pricing

- 1) As differentiated from retail corporate template or catalog kit of parts signage, this solicitation requires a unique array of custom design and fabrication services across a wide variety of building and sign types. This solicitation recognizes that the final designed and installed cost of a sign can be influenced by many project or site specific variables. Costs are understood to vary based on quantity of design iterations, differences in a sign's materials, fabrication methods, graphical content, site logistics, and total quantity.
- 2) The signage vendor shall provide fully burdened billable rates for the following positions within the signage vendor's operation.
  - Principal
  - Project Manager



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- Designer
  - Fabricator
  - Installer
- 3) Billable rates shall be used to gain an understanding of the vendor's labor cost structure and may not be the sole basis for the pricing of any specific signage commission.
- 4) The signage vendor shall also complete the Order of Magnitude Schedule of Values for all of the signage samples referenced in the Exhibits section of this RFP. The schedule of values will only be used as a benchmark for cost comparison of similar sign types of similar materials and complexity. All pricing shall include design, fabrication, and installation services.



## SUBMITTAL REQUIREMENTS

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Fax: (623) 773-7118

I. **Proposal Format:** Proposals shall be submitted in **one (1) original and three (3) copies** on the forms and in the format as specified in the Request for Proposal.

II. **Proposal Content:** The following items shall be addressed in the proposal submission. Failure to provide the following information may result in proposal rejection.

A. Project Capabilities & Approach

- 1) Present a proposed method of satisfying the **requirements** of the Scope of Work, as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the vendor's ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action. Include a step-by-step process from when the City initially contacts the vendor, through design phase, to final delivery and or installation of the sign. Approach should include services done in house and services provided by a partner or sub-consultant along with the location of the office performing the services.

B. Experience & Similar Projects

- 1) Provide a brief history of the vendor and its experience in design, fabrication and installation of fixed building, monument, and site wayfinding signage for large corporate and/or institutional clients.
- 2) The vendor shall demonstrate a history of repeat business from satisfied large corporate and/or institutional clients. Demonstration may include a list of current references, client reference letters, and/or project listings which clearly illustrates repeat commissions.
- 3) Provide a minimum of **five (5)** references from projects of similar size and scope that the Materials Management Division may contact (see reference form).

C. Specific Skills & Abilities

- 1) Provide information on those individuals that will be assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated service manager (main contact) and his/her qualifications, including but not limited to years employed with the vendor, experience, and training. Include qualifications, certifications, and background checking information.
- 2) The vendor shall describe their skills and abilities in the areas as indicated in the Scope of Work Section I.B. For all skill areas including project management, clarify whether capabilities are in-house or subcontracted / outsourced.

D. Cost/Fee Proposal

- 1) Complete the Price Sheet.
  - a) Complete the Order of Magnitude Schedule of Values for the Benchmark signs in the Exhibits section of this RFP.
  - b) Provide fully burdened billable rates for the following positions and or any other positions within your operation.
    - Principal
    - Project Manager



## SUBMITTAL REQUIREMENTS

Solicitation Number: **P19-0079**

### Materials Management Procurement

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

- Designer
- Fabricator
- Installer

- c) Provide breakout of any additional costs not included in rates as stated above, including but not limited to, consumables or additional services. Travel expenses of any kind within the Phoenix metropolitan area are not allowed as part of the contract. Travel expenses for services rendered to other Arizona locations shall be negotiated on a project-by-project basis.

#### E. Conformance to Request For Proposals

- 1) Complete and return all City forms.
- 2) Exceptions – Any exceptions to any part of the RFP must be clearly noted and identified.
- 3) Submit the correct number of copies requested.
- 4) Failure to provide all requested information may result in proposal being rejected as non-responsive.

III. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- A. Project Capabilities & Approach - (250 points)
- B. Experience & Similar Projects - (250 points)
- C. Specific Skills & Abilities - (250 points)
- D. Cost/Fee Proposal - (200 points)
- E. Conformance to the Request for Proposals - (50 points)

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. **Interviews:** Interviews will be by invitation only. The City may request the top qualified vendors to make a presentation to be further evaluated by a selection panel. If interviews are needed, the final selection scoring will start over and be based on the presentation and responses to interview questions.

- A. Presentation (500 points)
- B. Interview Questions & Answers (500 points)

#### V. **Proposal Due Date and Contact Information:**

**Proposals are due no later than 5:00 P.M., Arizona Time, on May 14, 2019.**

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria - Materials Management  
**RFP# P19-0079**  
9875 N. 85<sup>th</sup> Avenue – 2<sup>nd</sup> Floor  
Peoria, Arizona 85345



## SUBMITTAL REQUIREMENTS

Solicitation Number: **P19-0079**

### Materials Management Procurement

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Peoria, Arizona 85345-6560  
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Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package. No faxed or electronic proposals will be considered.

All questions regarding this RFP should be directed to Lisa Houg, Contract Officer at 623-773-7191 or E-mail: [Lisa.Houg@PeoriaAZ.gov](mailto:Lisa.Houg@PeoriaAZ.gov)

*Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.*

**VI. Critical Dates:** The following are the critical dates for this solicitation. Please be advised that these dates are subject to change as deemed necessary by the City.

May 14, 2019	Proposals Due
May 30, 2019	Notification of Interviews
<b>June 10, 2019</b>	<b>Interviews (top qualified vendors only)</b>
June 15, 2019	Notification of Intent to Award



# PRICE SHEET

Solicitation Number: **P19-0079**

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
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### Order of Magnitude Schedule of Values

Sign Type	Total Sign Cost (\$) <i>Designed, Fabricated, and Installed</i>	Special Assumptions
Office Sign 1 (COP-OFFICE-BB)	50.00	
Office Sign 2 (COP-RVCUBE)	53.00	
Restroom Sign 1 (COP-WOMEN-BB)	140.00	
Restroom Sign 2 (COP-RVWOMEN)	140.00	
Conference Sign 1 (Staff ID Plaque – Opt C)	140.00	
Conference Sign 2 (COP-CONF-BB)	130.00	
Dedication Plaque 1 (COP-DEDIC-LG)	1,900.00	
Interior Lettering (COP-INTLTR-LAM)	65.00/character	
Vinyl 1 (COP-FIRE1-BL)	60.00	
Vinyl 2 (COP-SUITE -FR)	60.00	
Building Address (COP-BLDGADDR-PC)	140.00/character	Assume boom lift is required from adjacent, stabilized staging area
Building Name (COP-BLDGNAME-SC)	140.00/character	
Tall Post & Panel (COP-PPTALL-1)	2,200.00	
Tall Monument (COP-MON2-SB)	31,000.00	
Park Rules ID Sign	1,600.00	
Park Vehicular Wayfinding Monument	6,500.00	The entire monument including concrete is the responsibility of the signage vendor.
Trail / Trailhead Wayfinding Panel	4,200.00	
Entry Monument - Vertical	34,400.00	Constructed within the public right of way. Site electrical service and landscaping is by others.



## PRICE SHEET

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Phone: (623) 773-7115  
Fax: (623) 773-7118

### Hourly Rates *(see attached)*

Provide fully burdened billable rates for the following positions and or any other positions within your operation (attach separate rate sheet).

- Principal
- Project Manager
- Designer
- Fabricator
- Installer

### Supplemental Costs / Rates:

Attach separate sheet with breakout of any additional costs not included in rates as stated above, including but not limited to, consumables or additional services. Travel expenses of any kind within the Phoenix metropolitan area are not allowed as part of the contract. Travel expenses for services rendered to other Arizona locations shall be negotiated on a project-by-project basis.

## **Airpark Signs & Graphics – Rates and Pricing**

- Principal, \$150 | hour
- Project Manager, \$80 | hour
- Designer, \$90 | hour
- Fabricator, \$60 - 120 | hour
- Installer, \$95 – 150 | hour





# REFERENCES

## Materials Management Procurement

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Solicitation Number: **P19-0079**

**Please list a minimum of five (5) client references of similar size and scope whom the Materials Management Division may contact:**

1. Company: Arizona State University  
 Contact Name: Daniel Horton  
 Email: danhorton@asu.edu Phone: 480-965-6622  
 Address: P.O. Box 875112, Tempe, AZ 85287  
 Type of Work: Exterior/interior signage including illuminated monument signs, wayfinding as well as interior graphics, room IDs, directories. Additionally, ASU Law School was one of our projects.
  
2. Company: Desert Botanical Gardens  
 Contact Name: Elaine McGinn  
 Email: EMcGinn@dbg.org Phone: 480-481-8182  
 Address: 1201 N. Galvin Parkway, Phoenix, AZ 85008  
 Type of Work: Illuminated and non-illuminated donor signage, wayfinding, building area identification, trail signage (flat cut out lettering) and special event signage.
  
3. Company: First Place  
 Contact Name: Denise Resnik  
 Email: denise@firstplace.org Phone: 602-733-6525  
 Address: 3001 N. Third St., Phoenix, AZ 85012  
 Type of Work: Exterior/interior signage including canopy sign with logo, wayfinding, building ID along with full interior IDs and wall graphics.



### REFERENCES

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- |               |   |                     |
|---------------|---|---------------------|
| 4. Company:   | JLL   |                     |
| Contact Name: | Dave Rosato   |                     |
| Email:        | David.Rosato@jll.com  | Phone: 602-432-6035 |
| Address:      | 3131 E. Camelback Rd. Suite 400, Phoenix, AZ 85016  |                     |
| Type of Work: | Design, fabricate & install complete package signage for new build and existing managed properties most notably, McKesson, which included interior/exterior signage & special graphics.                                       |                     |
| 5. Company:   | Ryan Companies US, Inc.   |                     |
| Contact Name: | Mary Beth Novosad   |                     |
| Email:        | Mary.Beth.Novosad@ryancompanies.com   | Phone: 602-322-6407 |
| Address:      | 533 S. Third St. Suite 100, Minneapolis, MN 55415   |                     |
| Type of Work: | Design, fabricate & install interior/exterior building signage, including illuminated & non-illuminated monuments, logos, IDs & specialty graphics.   |                     |
| 6. Company:   | Salt River Pima - Maricopa Indian Community   |                     |
| Contact Name: | Jeff Rind   |                     |
| Email:        | Jeff.Rind@SRPMIC-nsn.gov  | Phone: 480-362-5744 |
| Address:      | 10005 E. Osborn Rd., Scottsdale, AZ 85256   |                     |
| Type of Work: | Exterior illuminated monument signs, custom flag pole with Branch of Service cast medallions, solar illuminated signage & wayfinding, along with full range of interior signage from IDs to directories & specialty graphics. |                     |
| 7. Company:   | Symantec  |                     |
| Contact Name: | John Tharp  |                     |
| Email:        | John_Tharp@symantec.com   | Phone: 480-229-0481 |
| Address:      | 60 E. Rio Salado Parkway Suite 400, Tempe, AZ 85281   |                     |
| Type of Work: | Interior/exterior signage, including roof top signage in Tempe and multiple state locations.  |                     |



# QUESTIONNAIRE

## Materials Management Procurement

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

Solicitation Number: **P19-0079**

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

Yes     No *If no, give reason below*

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

Yes     No *If no, give reason below*

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

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

WBENC, Women's Business Enterprise National Council Certification  
WBENC, Women Owned Small Business (WOSB) Certification

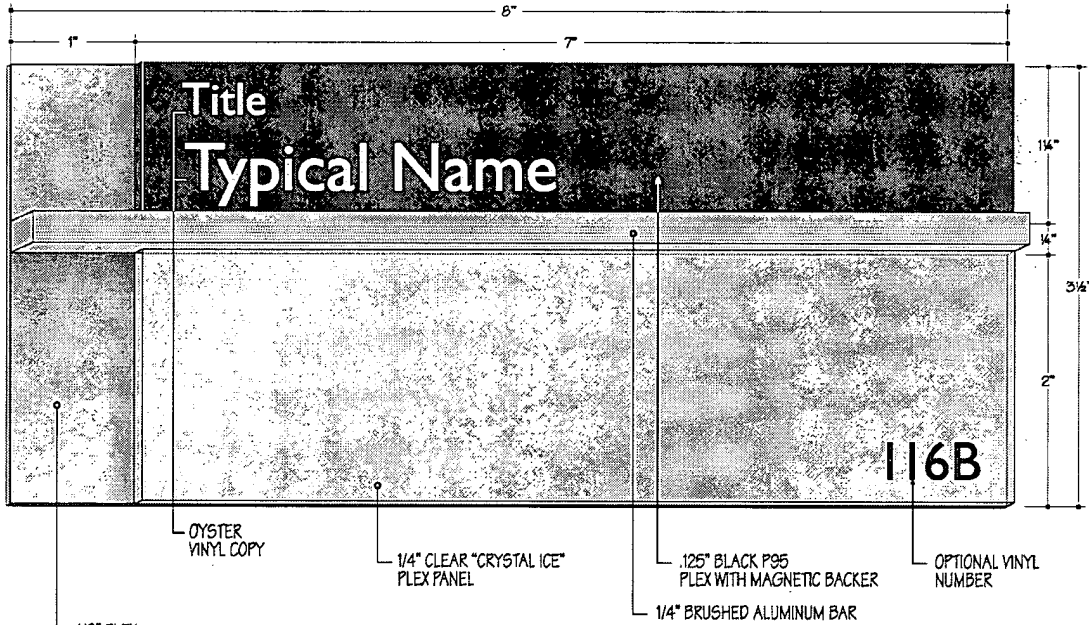


# EXHIBITS

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
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Solicitation Number: P19-0079



Interior Wall Mounted Office Sign with Removable Nameplate  
Interior Cube Mounted Office Sign with Hanger  
Interior Desk Mounted Office Sign with Desk Stand



- COP-OFFICE-PB**
- COP-OFFICE-BB**
- COP-CUBE-PB**
- COP-CUBE-BB**
- COP-DESK-PB**
- COP-DESK-BB**

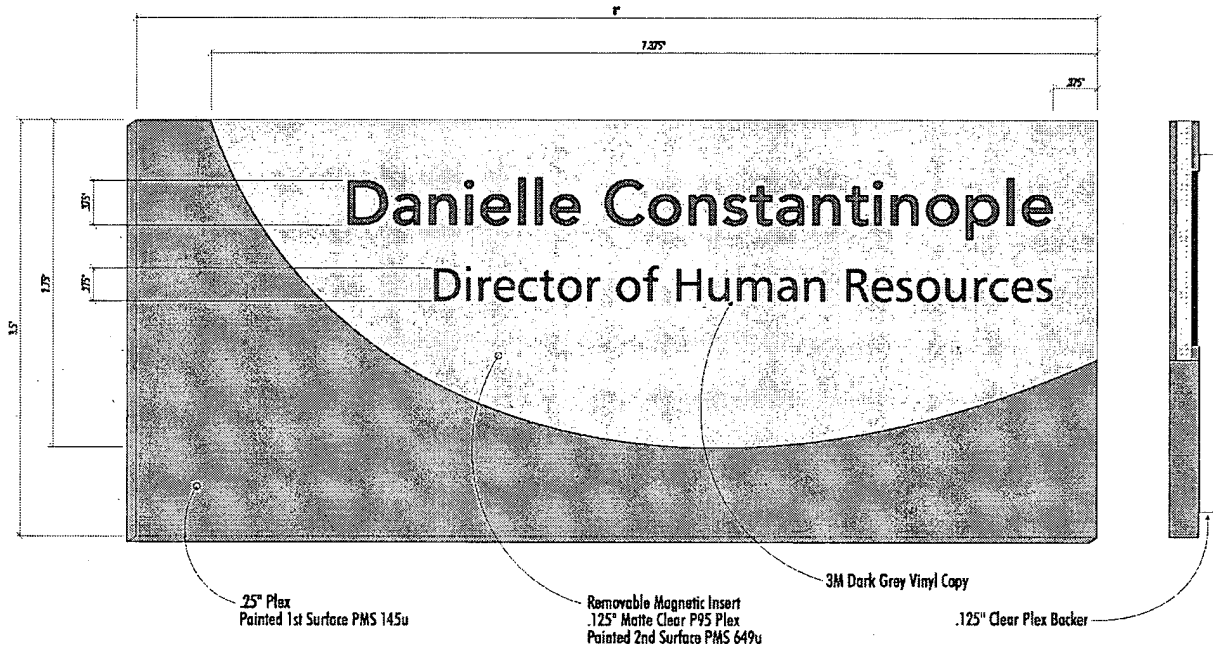


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- Rio Vista Rec Center Interior Wall Mounted Office Sign with removable Nameplate
- Rio Vista Rec Center Cube Mounted Office Sign with removable Nameplate with Hanger
- Rio Vista Rec Center Desk Mounted Office Sign with removable Nameplate with Desk Stand



**COP-RVOFFICE**  
**COP-RVDESK**  
**COP-RVCUBE**

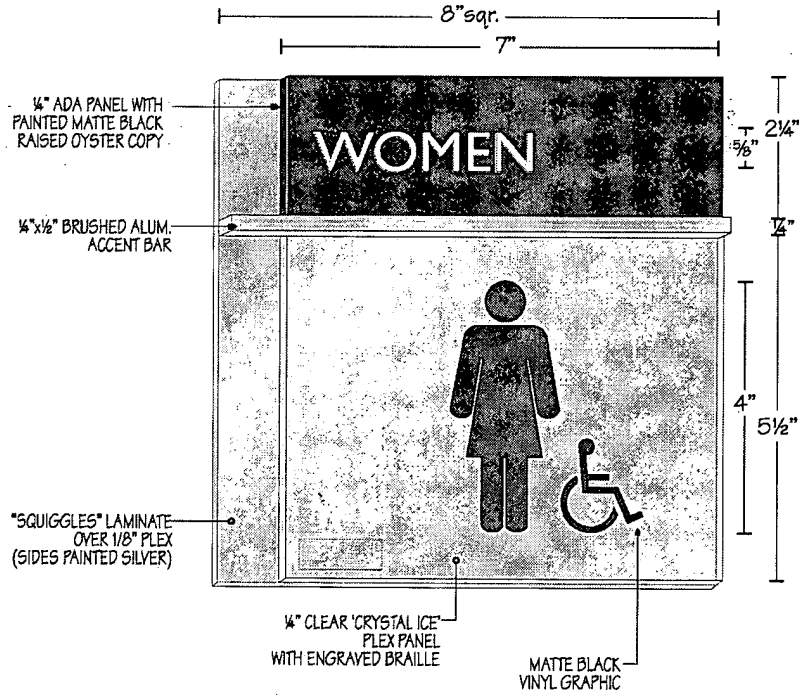


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Interior Wall Mounted ADA Women's Restroom



**COP-WOMEN-PB**  
**COP-WOMEN-BB**

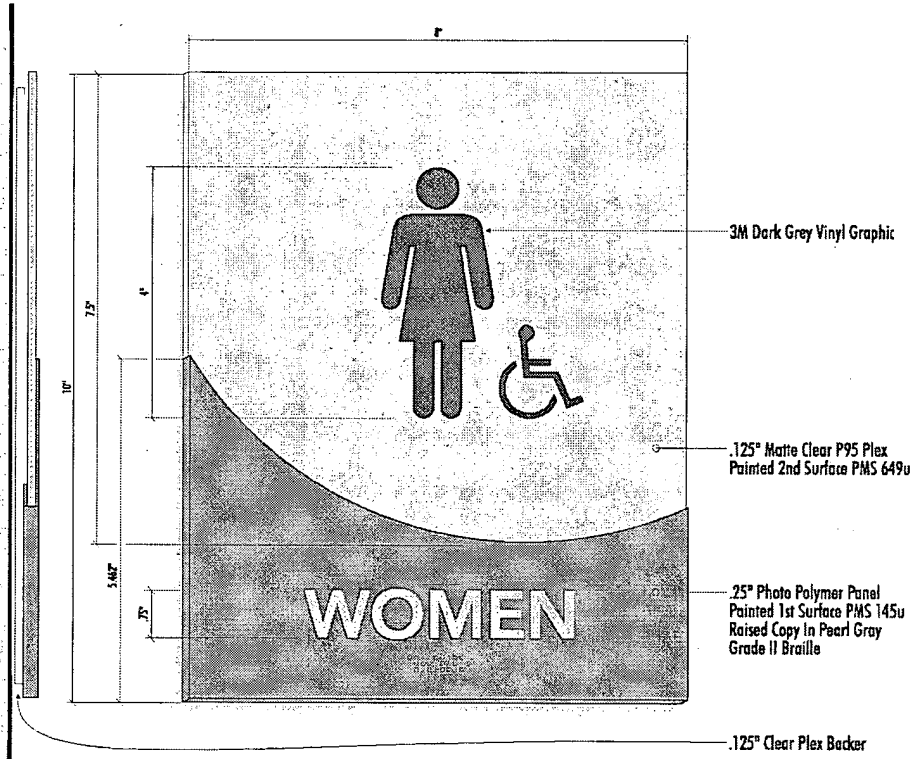


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9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
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Rio Vista Rec Center Interior Wall Mounted ADA Women's Restroom



COP-RVWOMEN

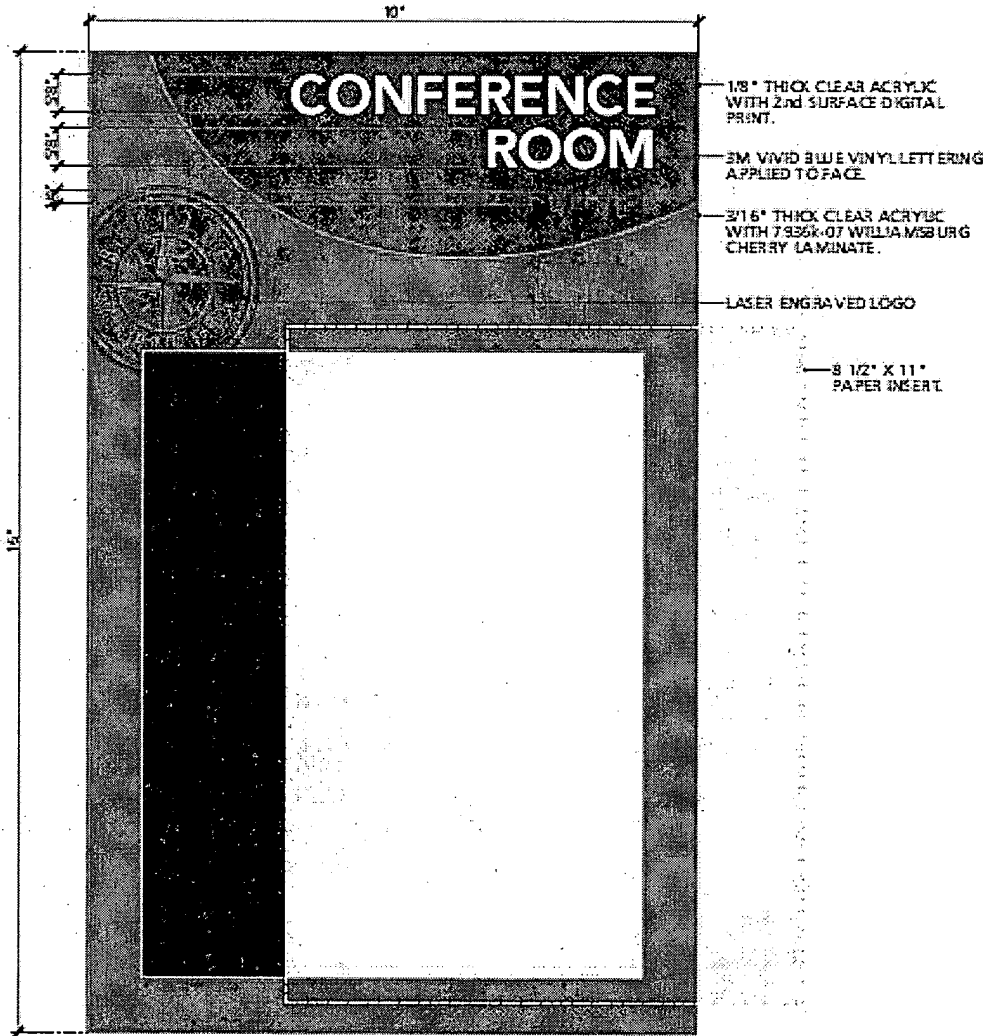


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Peoria, Arizona 85345-6560  
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STAFF ID PLAQUE - OPTION C

Scale: 4" = 1"

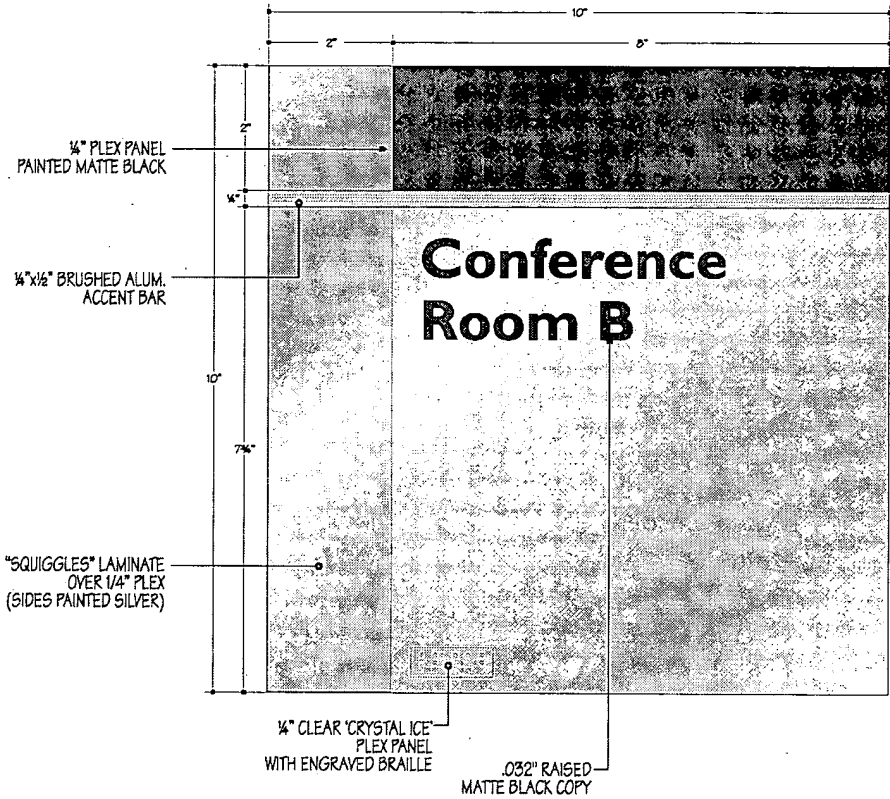




# EXHIBITS

**Materials Management  
Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-6560  
 Phone: (623) 773-7115  
 Fax: (623) 773-7118

Solicitation Number: P19-0079



Interior Wall Mounted Conference



**COP-CONF-PB  
COP-CONF-BB**

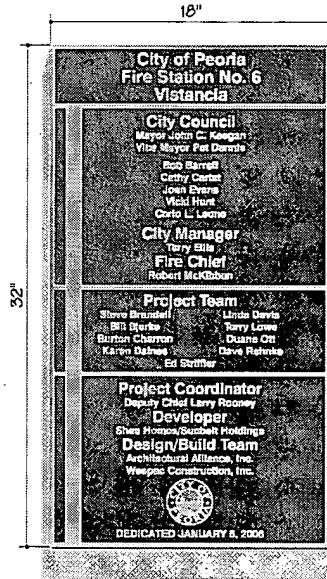


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Dedication Plaque



COP-DEDIC-LG

Dedication Plaque – Cast Bronze

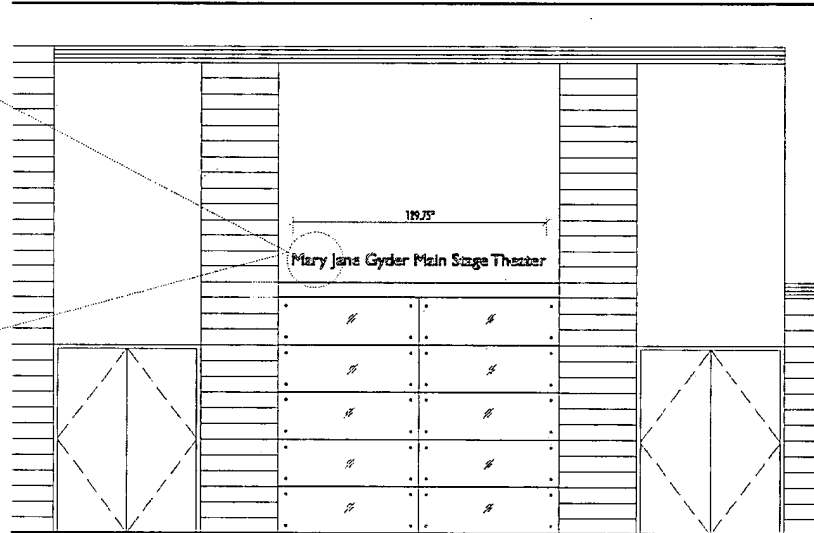
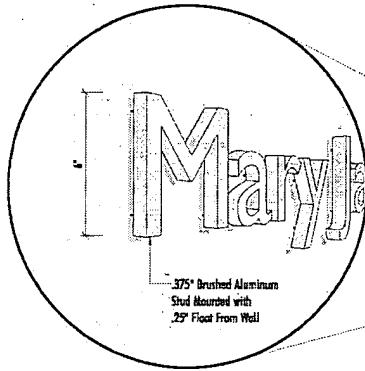


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9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
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Solid Cut or Laminated Face Interior Wall Mounted Lettering



**COP-INTLTR-SC**  
**COP-INTLTR-LAM**



## EXHIBITS

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**F.A.C.P. / FIRE RISER**

Vinyl Lettering ( Black or White )



**COP-FIREI-BL & WT**

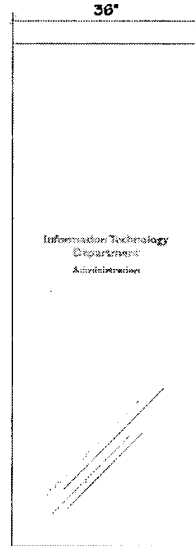


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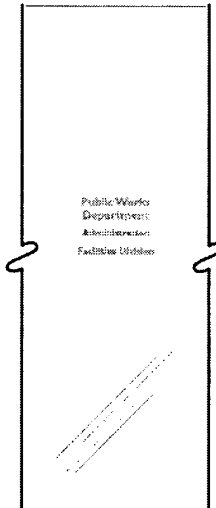
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FROSTED CRYSTAL VINYL LETTERING  
APPLIED TO WINDOW FIRST SURFACE



FROSTED CRYSTAL VINYL LETTERING  
APPLIED TO WINDOW FIRST SURFACE

Vinyl Department Name Lettering On Glass Door



**COP-SUITE (BL)(WT)(FR)**

Black White Frosted



# EXHIBITS

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Fax: (623) 773-7118

12"  
8343

Reverse Pan Channel Lettering  
Sheet Metal Construction / 2" Returns  
Painted Black And Clip Mounted Flush  
To Building



COP-BLDGADDR-PC



## EXHIBITS

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Procurement**  
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Solicitation Number: P19-0079

11' - 10.5"  
8" PEORIA FIRE STATION NO.6  
.375" ALUMINUM



COP-BLDGNAME-SC

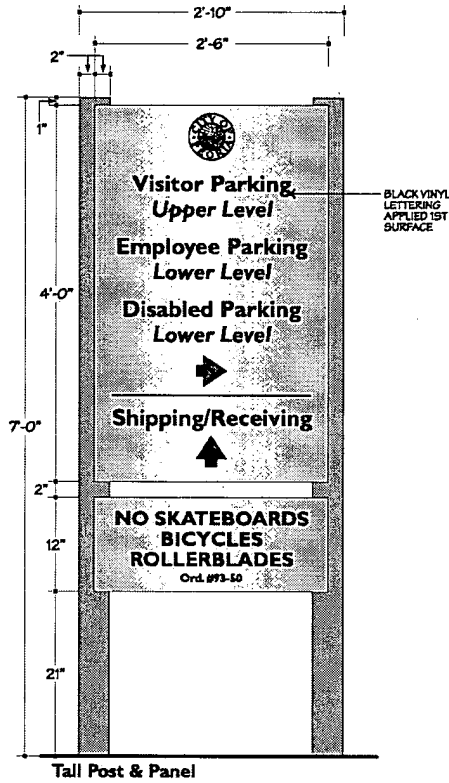


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COP-PPTALL-1  
COP-PPTALL-2



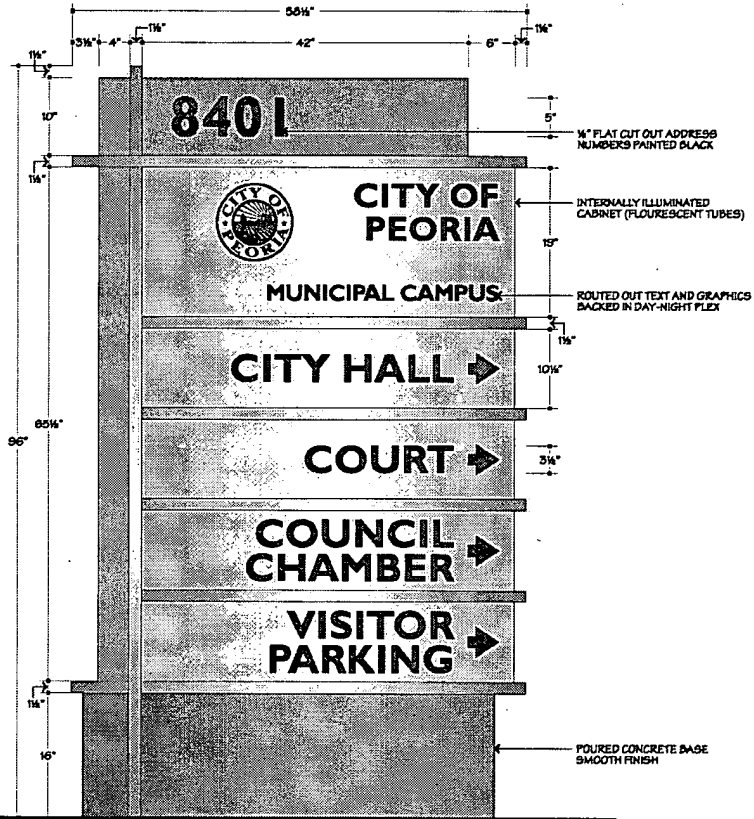


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Double Sided Tall Monument Style Campus Directory



COP-MON2-PB  
COP-MON2-SB



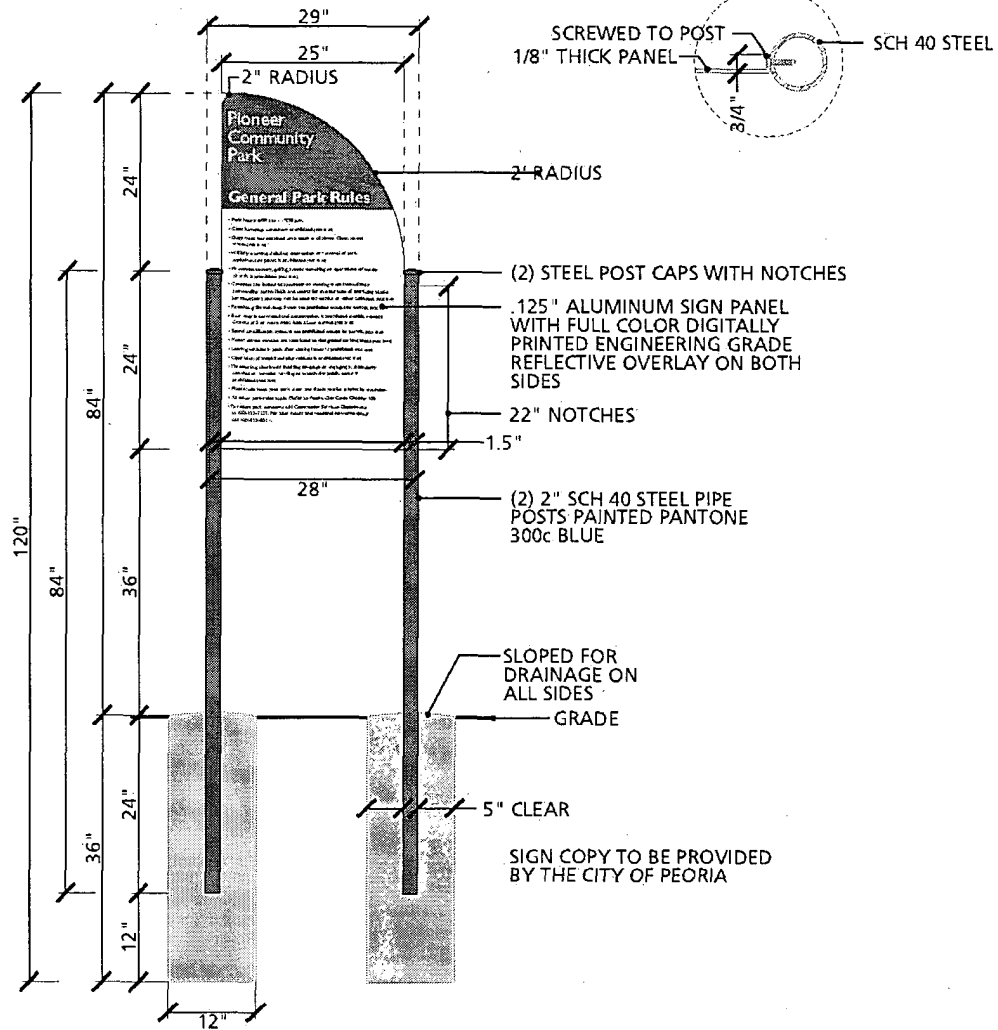
# EXHIBITS

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## Materials Management

## Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
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### PARK RULES ID SIGN

Scale: .5" = 1'



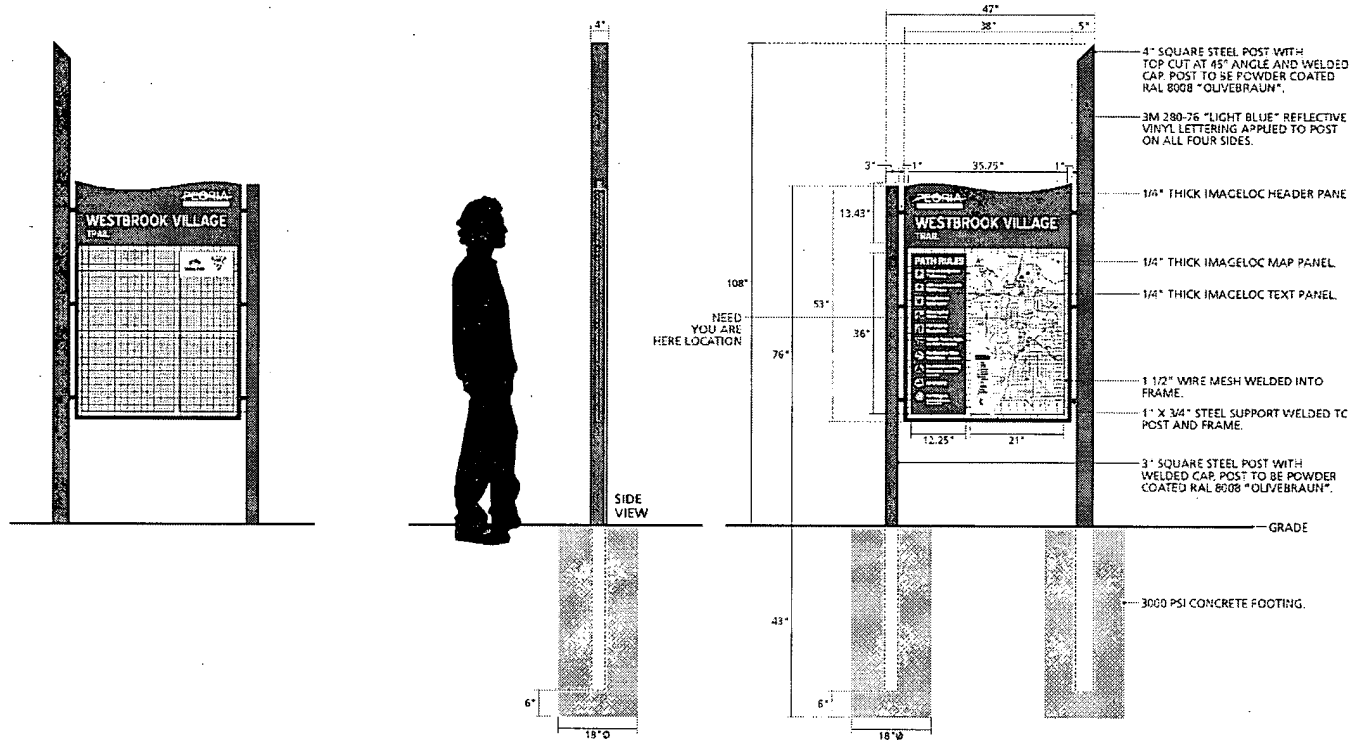


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Peoria, Arizona 85345-6560  
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A2 - SECONDARY TRAIL ID  
scale: 1/2" = 1'-0"

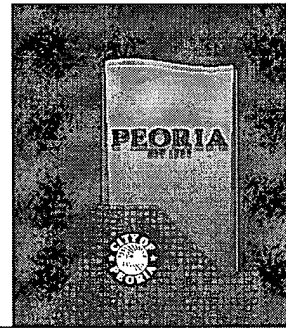
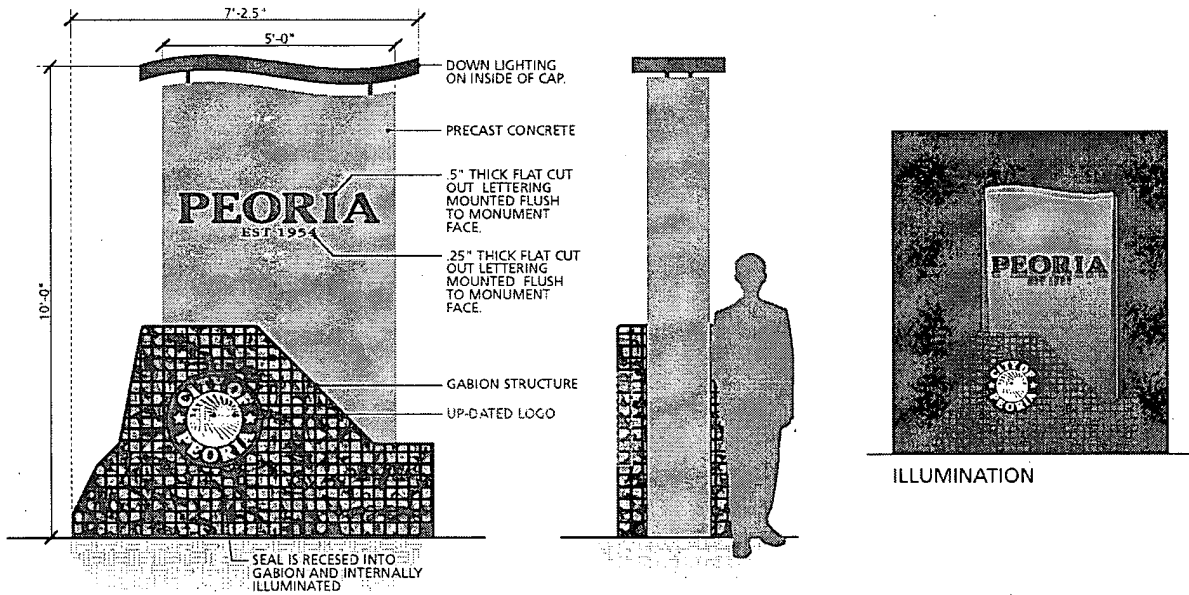


# EXHIBITS

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## Materials Management Procurement

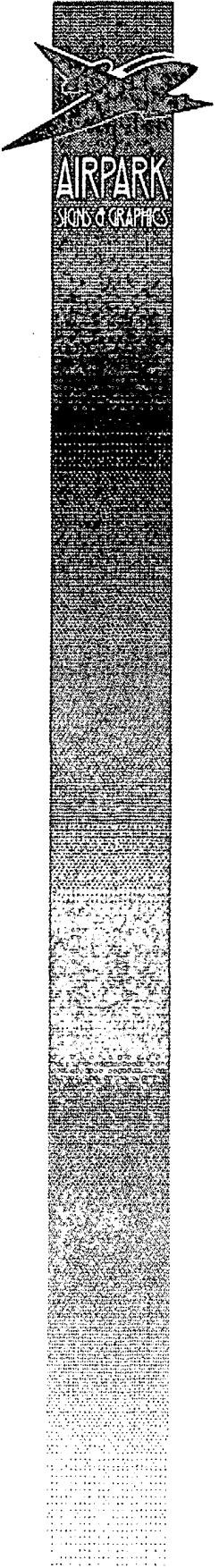
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118



ILLUMINATION

ENTRY MONUMENT • VERTICAL

Scale: 3/8" = 1'



May 13, 2019.

Ms. Lisa Houg  
City of Peoria  
9875 N. 85<sup>th</sup> Avenue  
2<sup>nd</sup> Floor  
Peoria, AZ 85345

**RFP # P19-0079. Fixed Building, Monument and Site Wayfinding Signage**

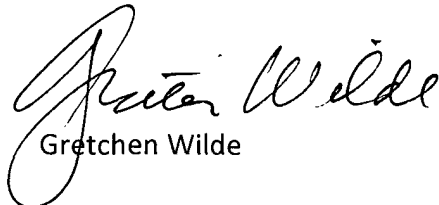
Dear Lisa,

It is with great pleasure that we respond to your request for proposal. We have enjoyed 10 years as a S.A.V.E Contract vendor. This experience has allowed us to become involved with incredible projects that have been both challenging and rewarding with not only the City of Peoria but several members within the S.A.V.E. system.

Enclosed please find detailed information addressing the "Scope of Work" and "Submittal Requirements." We have attempted to address all issues in an organized fashion without overburdening you with too much data.

In the event there is any additional information you need or have questions, please let me know. We would be more than happy to comply with any request.

Sincerely,

  
Gretchen Wilde

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## City of Peoria

### Solicitation Number: P19-0079

#### Airpark Signs & Graphics - History & Structure

Airpark Signs & Graphics has become a leader in architectural signage in the Southwest. Founded in 1983 by Gretchen Wilde (biography attached), the Company has cultivated extensive experience in all facets of the signage process from design through fabrication and installation. Airpark Signs & Graphics is mindful of the impact well thought out designs have on the integrity of the project and the community. Airpark Signs & Graphics works closely with each client to realize their vision and objectives. Signage, both exterior and interior, is the core and sole business purpose of Airpark Signs & Graphics.

Airpark Signs & Graphics continues to enjoy a strategic partnership with Signs of the Times where much of the large electrical installations are concerned. This Strategic Partnership has a 25 year history. Signs of the Times is owned and operated by Darek Birski and located at 1801 N. 25<sup>th</sup> Drive in Phoenix. Signs of the Times is fully licensed and insured. Over the years Signs of the Times has built a fine reputation founded on quality, service and integrity. Recent projects we have collaborated on include, but are not limited to:

- McKesson Regional Headquarters, Scottsdale & Tempe  
Halo illuminated building mounted logos,  
Internally illuminated double-faced monument
- Gateway Community College Campus signage & wayfinding  
Cabinet signs  
Monument sign  
Wall mounted logos and signs
- Elevate 24 – Project rebrand and complete signage upgrade  
Multitenant monuments  
Sculptural addressing

Airpark Signs & Graphics is located at 1205 N. Miller Road in Tempe. All design work, fabrication and installation flows from that location. The current building is in excess of 24,000 square feet and houses our metal shop, vinyl and print areas, our paint operation including an automotive paint booth, routers, lasers, and waterjet along with our assembly department and our team of installers. Our art department, project managers and support staff are all also housed at the Miller Road location.

With growth comes expansion. This April, we purchased the building directly south of us at 1111 N. Miller Road. 1111 is 13,456 square feet. This additional square footage will allow us to move our vinyl and print operations to the new building enabling us to increase our fabrication area and add more support staff throughout all areas of the business.



Airpark Signs & Graphics employs five full time project managers at our Tempe location. Along with the five project managers, there are three administrative assistants who support them in their projects. Our seasoned project managers track projects from inception through design, fabrication and installation to ensure client satisfaction and the integrity of our work. While the bulk of Airpark Signs & Graphics' work is in the Phoenix Metropolitan area, we also have projects in Northern and Southern Arizona. Recent projects include but are not limited to:

- Javelina Cantina in Sedona
- Wildflower Bread Company in Prescott
- The Grand Canyon Welcome Center
- Tucson Medical Center
- Casa Grande Recreation Center

Airpark Signs & Graphics celebrates a 36 year history in the signage industry. Our clients range from small companies to large corporate clients as well as many institutional clients, all with varied and unique signage needs. These needs range from exterior building mounted signage (illuminated and non-illuminated), to monuments to wayfinding and specialty graphics.

a) Large corporate clients include but are not limited to:

- Amazon
- eBay
- Freeport McMoRan
- GoDaddy
- Hyatt/Miraval Resorts
- McKesson
- PayPal
- Symantec

b) Institutional clients include but are not limited to:

- Adelante Health Care
- Arizona State University
- City of Peoria
- Desert Botanical Garden
- Gateway Community College
- Phoenix Children's Hospital
- Salt River Pima – Maricopa Indian Community
- Scottsdale Community College

\*Please see Appendix for examples of these projects

Airpark Signs & Graphics' business success is directly attributed to the long standing client relationships we have built. The vast majority of our new business is referrals from existing clients. This repeat business and referral network is what has allowed Airpark Signs & Graphics continued growth over the past 36 years. While we fully appreciate our growth, the true reward is the long standing relationships we have created with our clients.

The clients listed below are examples of small projects that turned into long-standing relationships, many for over 20 years. In many cases our clients have expanded into multiple states, bring us along as they have grown.

ASU	In excess of \$5,000,000
JP Morgan Chase	In excess of \$1,000,000
City of Peoria	In excess of \$ 800,000
Desert Botanical Garden	In excess of \$ 500,000
Dignity Health	In excess of \$1,000,000
Kimco Realty	In excess of \$1,500,000
Lennar Homes	In excess of \$ 700,000
Maricopa Community Colleges	In excess of \$2,000,000
McKesson	In excess of \$1,000,000
Optima	In excess of \$1,000,000
PayPal	In excess of \$3,775,000
Shea Homes	In excess of \$2,000,000
SRPMIC	In excess of \$1,500,000
Wells Fargo	In excess of \$1,000,000

\*Please see Appendix for client references and contact information

## **Airpark Signs & Graphics – Skills and Abilities**

### **Art Department**

Airpark Signs & Graphics has five full time graphic designers on staff; four located in our Tempe office and one in Prescott. This talented group is referred to as “The Wing Walkers.” While two of these artists joined the firm in the past 24 months, the others have all been with the Company in excess of 15 years. These artists are well versed in design software and work diligently with our project managers and clients to create visual concepts through text and images enhancing the final project while keeping in line with the clients’ goals and needs.

### **Project Management**

We are staffed with five talented, full time project managers. We also employ three full time admins to assist them. Tim Herzer will be the dedicated project manager for the City of Peoria. Tim joined Airpark Signs & Graphics approximately three years ago. Since that time he has become an integral part of the team. Tim brings the highest level of integrity to each and every project he manages. He has great attention to detail and follows through on every aspect of a project. He interfaces extremely well with all clients as well as the entire Airpark team. His rigorous collaboration ensures the signage is integrated into the project, not merely added. Prior to joining the Company, Tim had two years background in architectural signage and 23 years of medical device sales experience. Tim has made a huge and positive difference to the Firm. On a side note, Time is an accomplished triathlete, another testament to his commitment.

Kirk Strain will also be dedicated to the City of Peoria as support for Tim Herzer. Kirk has been with Airpark Signs & Graphics over 33 years. His studies in engineering have supported the manufacturing side of Airpark Signs & Graphics. He has guided the growth of the production department, finding talented craftsmen that understand the Airpark demand for quality. His tireless dedication has resulted in thousands of successful installations, including nearly every major sign in the City of Peoria as well as many ASU campuses.

At Airpark Signs & Graphics, project management capabilities are all handled in-house versus being outsourced. Our team is experienced and committed to researching and exploring new technology that will enhance our signage capabilities.

Our process includes an in-house staff to receive orders and distribute the projects through the shop accordingly. On new construction / design projects we collaborate with the client, the design team and general contractor to generate shop drawings for client approval prior to fabrication. Where required, we employ BlueStake prior to any digging and when necessary we employ Bingham Engineering for structural details. Dan Bingham exclusively engineers signs and was the Engineer of Record for the Arizona Sign Association.

Once the project has been signed off and accepted by the client, project managers get the job logged into the data base and follow the project through fabrication, regularly communicating

with the client to keep them up-to-date. Upon completion of fabrication, project managers turn to Jeff Metz to schedule the installation. Jeff selects the installers based on the job and the level of experience required to make certain the installation goes seamlessly. Following installation, project managers again reach out to the client making sure their goals and expectations were met. This step-by-step process would apply to all City of Peoria jobs.

### **Installation**

Our team of seven full time installers consists of four senior installers and three junior installers. Depending upon the job, installers often are assigned in groups. There is always a senior installer overseeing the juniors. We are quite proud of our team who regularly receives huge client "kudos."

Scott Reddell and Garrick Harrison, two of our senior installers, will be the main installers for City of Peoria. Scott joined the Airpark team 20 years ago and remains our "most requested" installer. He arrives at every job with a positive attitude and is always ready to meet challenges. Garrick joined the team almost 10 years ago and has become an invaluable asset. He is diligent and focused and brings the highest degree of respect to all he interfaces with as well as the project and environment.

### **Fabrication**

We have a full metal fabrication shop dedicated to building architectural signage. As evidenced by the examples in the Appendix, we have extensive experience in shaping, welding, and etching. We do not do casting in-house, however, we set up the files to be cast by Matthews Bronze International. We provide in-house water-jetting service. Our seasoned operators have over 15 years' experience which enables us to precisely cut through most metals and glass.

By way of introduction to a few of our metal and fabrication people, meet Aaron Alvillar. Aaron joined Airpark Signs & Graphics seven years ago as an apprentice. Since that time he has grown into a first class fabricator with amazing skills. Next, meet Bret. Bret joined us six years ago as an apprentice. His skills have grown and outpaced our wildest expectations. Ricky Yazzie is one of our senior welders. Ricky joined us as a junior installer nine years ago at the time we were working on the Salt River Fields stadium. He possesses great skills and we have yet to see a welding job Ricky cannot handle.

### **Electrical and Illumination**

An extremely large percentage of our exterior and interior signage requires illumination. We are a UL listed fabrication shop. Additionally, we do all levels of medium and low voltage in-sign electrical wiring along with fluorescent and LED lighting. We do not fabricate neon lighting but rather out-source it. Signs of the Times (referenced earlier as a strategic partner) handles the majority of our neon work for both installation and service.

### **Wood and Plastic Fabrication**

Most of our large projects are multi-faceted which requires not just metal fabrication but also wood, laminates and all types of plastic. In order to meet the needs of each job, we have two

4' x 8' CNC routers, two lasers and two photopolymer fabrication units along with a large computerized engraver. Sean Gavigan who has been with us over 12 years runs this department and is extremely skilled and continually seeking new methods to streamline processes. When we have a new challenge to one of our projects, we immediately turn to Sean for a solution.

### **Print**

Over the past several years, printed super graphics have become the hot topic in the sign business. In order to meet these needs, our state of the art print department is continually expanding and mastering new techniques. In addition to large format printers, we have 3-D printers which we use for ADA compliant signs as well as decoration to panels and plaques. Additionally, our print department is skilled in printing applications to various substrate surfaces, color matching and cutting. As we expand into the new facility, we'll increase our print capabilities to include flat-bed printing.

### **Painting for Metal and Plastics Fabrication**

Painting is a large part of the signage business and it is our belief that the painted finish distinguishes a good job from a fantastic job. Our paint department only uses the highest quality (MPC, Matthews Paint Company) with the greatest UV inhibitor. We also have an automotive paint booth which allows us to handle all painting needs in-house. Our painters are well versed in color matching as well as color mixing. We do not handle powder coating but rather outsource it to Arizona Powder Coat who does excellent work.

### **Field Installation**

When a project requires specific experience in excavation, concrete foundations and finished concrete we subcontract that work out to known, respected, licensed contractors who specialize in those fields. We also contract with an engineering firm as needed to assure structural sign support. With respect to crane erection and/or boom installations, we have a previously referenced strategic alliance with Signs of the Times.



## Biography

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Gretchen Wilde is the president of Airpark Signs & Graphics. She started the company in her home in 1983 and currently employs 60 designers and technicians, serving architectural signage needs across the country.

Notable clients include Arizona State University, Maricopa Community Colleges, City of Peoria, City of Goodyear, Amazon, McKesson, ebay, PayPal, Symantec, GoDaddy, American Express and Freeport McMoran. While Gretchen remains active in the daily business operations, her role as the creative influence keeps the staff and the facility at the forefront of cutting edge architectural signage.

Gretchen holds a WBENC, Women's Business Enterprise National Council Certification and Women Owned Small Business (WOSB) Certification. Gretchen stays active in SEG D (Society for Experiential Graphic Design) and is the co-chair for the Arizona chapter. Gretchen has been an IIDA (International Interior Design Association) member for close to 20 years and was honored with their Lifetime Achievement Award in 2018.

While often saying "signs are my life," Gretchen has become increasingly more active in mentoring young designers and students as they enter the architectural signage field through mentorship programs at Airpark Signs, regular class tours through the facility and her "open door" policy when any question arises. She plans to stay involved with the company and community for years to come.

### Gretchen Wilde

Owner of Airpark Signs & Graphics

#### Address

1205 N. Miller Road Tempe,  
AZ 85281

#### Phone Number

480.966.6565

#### Email Address

[gretchen@airparksigns.com](mailto:gretchen@airparksigns.com)

#### Website

[airparksigns.com](http://airparksigns.com)



JOIN FORCE. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

## DFB, Inc. DBA Airpark Signs & Graphics

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

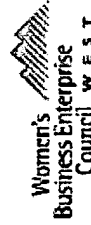
Certification Granted: December 31, 2014

Expiration Date: December 31, 2019

WBENC National Certification Number: 2005125904

*Pamela Williamson, Ph.D.*

Authorized by Pamela Williamson, President & CEO  
Women's Business Enterprise Council - West



NAICS: 339950, 541430  
UNSPSC: 55120000, 55121700, 55121701, 55121703, 55121704, 55121705, 55121706, 55121707, 55121708, 55121710, 55121712, 55121716, 55121718, 55121726





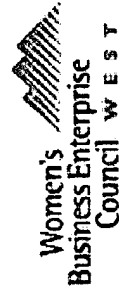
JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO  
DFB, Inc. DBA Airpark Signs & Graphics**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 339950, 541430 UNFSC: 55120000, 55121700, 55121701, 55121703, 55121704, 55121705, 55121706, 55121707, 55121708, 55121710, 55121712, 55121716, 55121718, 55121726
Certification Number: W100397
Expiration Date: December 31, 2019



*Pamela Williamson, Ph.D.*

Pamela Williamson, Women's Business Enterprise Council - West  
President & CEO

*Pamela Prince-Eason*

Pamela Prince-Eason, WBENC President & CEO

*Camille Waterman*

Camille Waterman, WBENC Vice President



LICENSE EFFECTIVE THROUGH: 11/30/2019  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
D F B Inc  
Airpark Signs and Graphics  
CONTRACTORS LICENSE NO. 128889 CLASS CR38  
Signs



THIS CARD MUST BE  
PRESENTED UPON DEMAND

  
JEFF FLEETHAM, DIRECTOR

Account Number
13986



2019

Valid until 12/31/2019  
unless revoked

**Peoria Business License**

The person or firm listed below is hereby licensed to conduct business in the City of Peoria subject to the provisions of the Peoria City Code.

**Post in a Conspicuous Place**

**Business Address:**

**Non-Transferable**

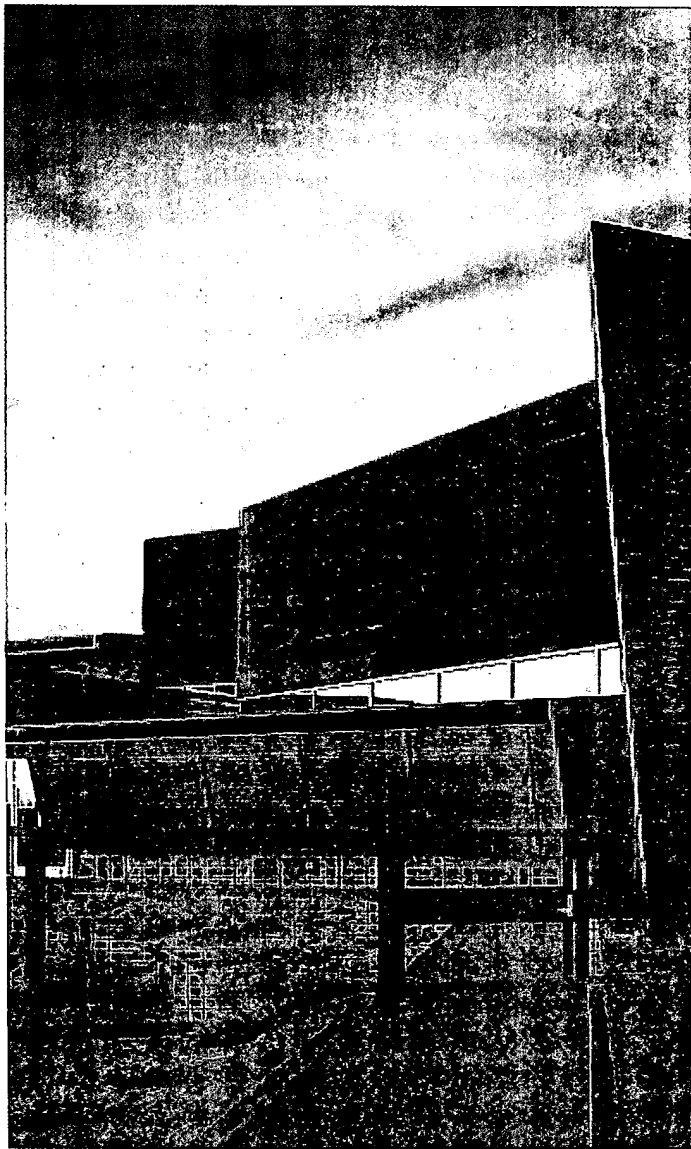
1205 N MILLER RD  
TEMPE AZ 852811856

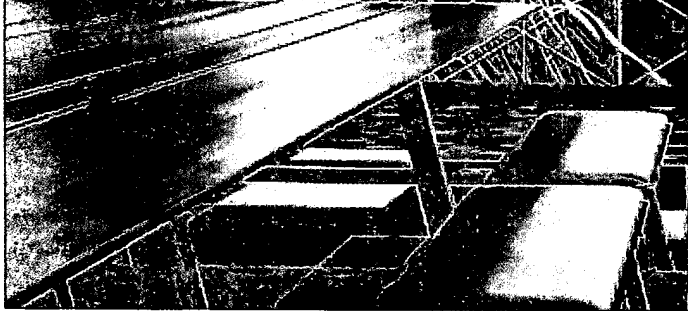
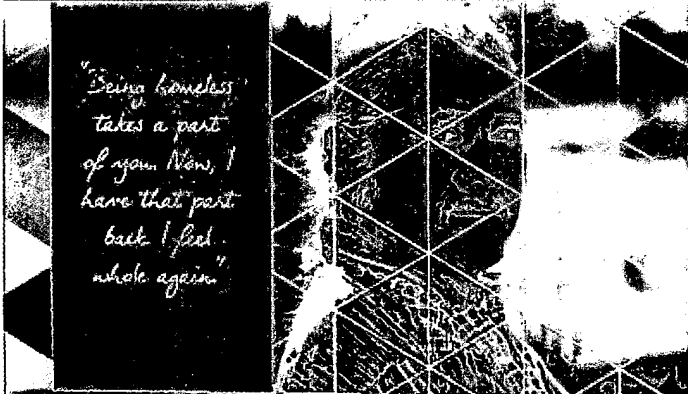
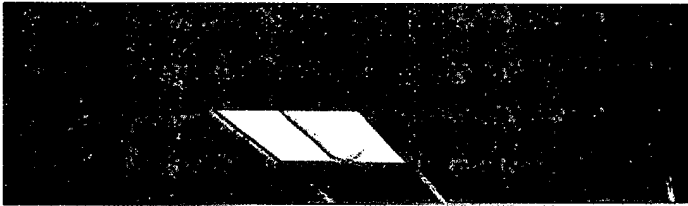
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AIRPARK SIGNS GRAPHICS  
1205 N MILLER RD  
TEMPE AZ 852811856

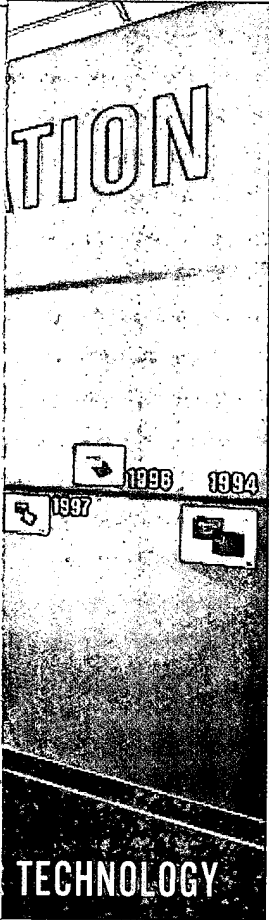


This certificate has been issued pending full compliance to all necessary City of Peoria codes and regulations. The issuance of this license shall not be construed as permission to operate in violation of any other law or regulation.

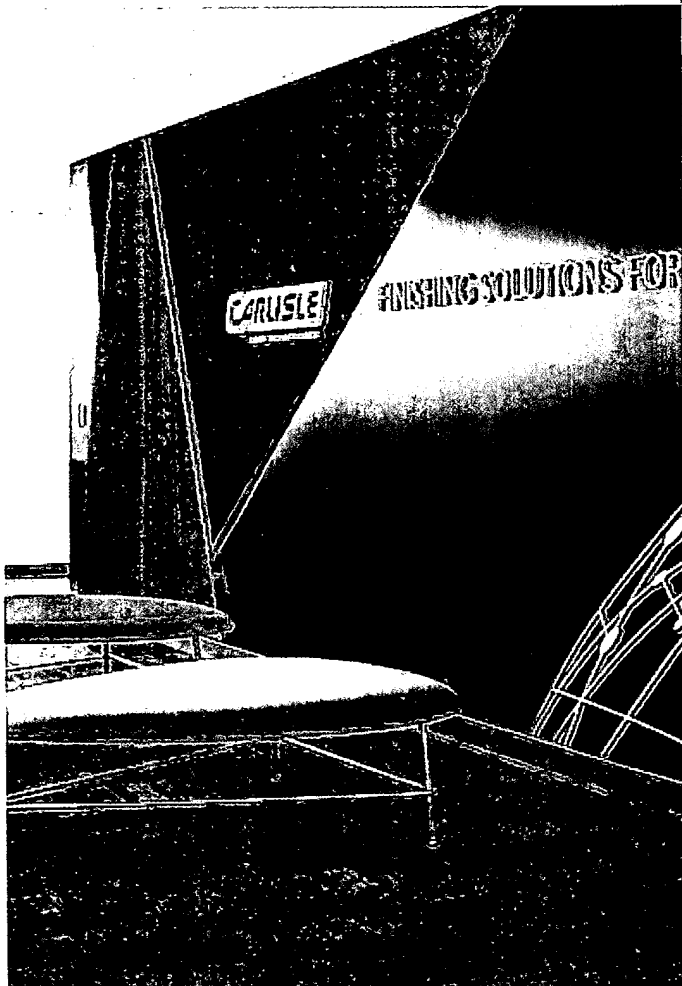
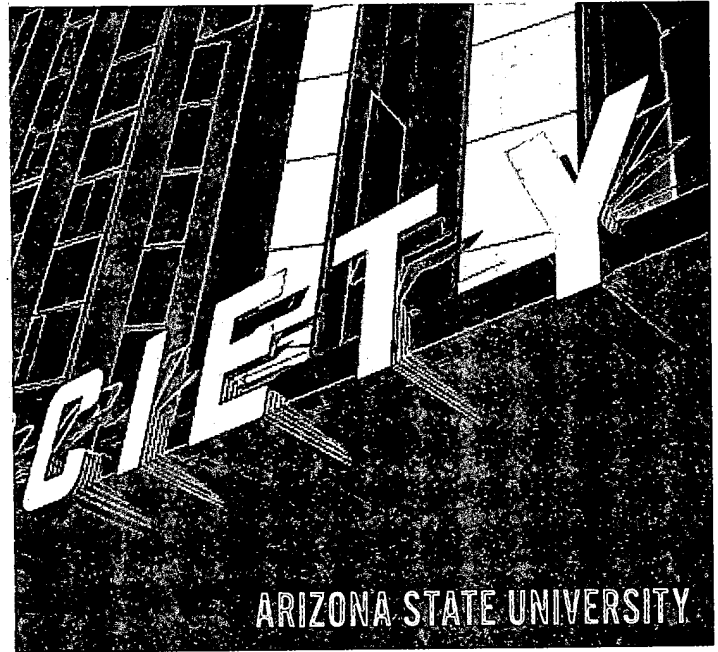
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