



Staff Summary Report

Council Meeting Date: 02-21-2008

Agenda Item Number: _____

SUBJECT: Request to award a two-year contract with three, one-year renewal options to Brooks Brothers Utility Contractors, Inc. for street light maintenance.

DOCUMENT NAME: 20080221fsta04 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (IFB #08-109) Total cost for this contract shall not exceed \$1,200,000 during the initial contract period.

PREPARED BY: Tony Allen, Procurement Officer, 480-350-8548

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Glenn Kephart, Public Works Manager, 480-350-8205
Isaac Chavira, Traffic Operations Superintendent, 480-350-8349

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 3824 & 6999869-6672.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Invitation for Bid 08-109 was issued to establish a contract for the maintenance of the City's 12,000 street lights. Six firms responded to the Invitation for Bid. An evaluation committee comprised of Traffic Operations and Procurement staff reviewed the responses. The committee's recommendation was to award the contract to Brooks Brothers Utility Contractors, the lowest responsive and responsible bidder on both Group 1 and 2.

INVITATION FOR BID**CITY OF TEMPE**

INVITATION FOR BID: 08-109

BID ISSUE DATE: 12/20/2007

Commodity Code(s): 968-79; 988-54; 968-76;
285-76; 912-32; 914-38

PROCUREMENT DESCRIPTION: Street Light Maintenance

BID DUE DATE/TIME: Thursday, January 24, 3:00 P.M. Local Time
Late bids will not be considered**BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE**Mailing Address: PO Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-BID CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Monday, January 14, 2008, 5:00 P.M., Local Time

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact Bid Due Date/Time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation For Bid number, bidder's name and address clearly indicated on the envelope/package.

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

Bidders are asked to immediately and carefully read the entire Invitation For Bid and not later than 10 days before the Bid Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen E-mail: anthony_allen@tempe.gov Phone No: 480-350-8548
Procurement Officer

Bid evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed bid responses for evaluation purposes. For this specific IFB, 3 additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered non-responsive and rejected.



Michael Greene, CPM
Central Services Administrator

Vendor's Bid Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Bid Offer", late bid response and/or a materially incomplete response will be considered non-responsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Bidder's Company Name	<u>Brooks Bros Utility Contractors, Inc.</u>		
Company Mailing Address	<u>1532 E Indianola Ave Phoenix, AZ 85014</u>		
Company Street Address	<u>1532 E Indianola Ave Phoenix, AZ 85014</u>		
Bid Offeror Contact	<u>Keefe Brooks</u>	Title	<u>President</u>
Contact's Phone No.	<u>480-797-3895</u>	E-mail Address	<u>keefe@bbuc.net</u>
Bidder's Company Tax Information:			
Arizona Transaction Privilege (Sales) Tax No.	<u>07-618338-C</u>	or	
Arizona Use Tax No.	<u>N/A</u>		
Federal I.D. No.	<u>86-1000515</u>		
City & State Where Sales Tax is Paid	<u>Phoenix</u>		<u>AZ</u>

THIS BID IS OFFERED BY

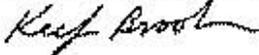
Authorized Bid Offeror (Type or Print in ink) Keefe Brooks

Bid Offeror's Title (Type or Print in ink) President

Date 1/23/08

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

By signing this Bid Offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will result in a non-responsive bid response.



Signature of Authorized Bid Offeror

1/23/08

Date

INSTRUCTIONS TO BIDDERS

Please note that these instructions are to be read and followed by any bidder and/or contacted vendor and that failure to follow these instructions may result in rejection of a bid response for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Bid Response:** It is the bidder's responsibility to examine this entire Invitation For Bid (IFB) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check their bid response for completeness and accuracy before submitting a bid. Concerns about any obvious errors, points of confusion and/or possible improprieties in this IFB that are apparent before the bid opening date are to be filed with the City Procurement Office prior to the scheduled bid opening date. Negligence in preparing a bid response confers no right of withdrawal after bid due date and time. The City will not reimburse the cost of developing, presenting or providing any bid response to this IFB.
2. **Late, Unsigned and/or Incomplete Bid Response:** A late, unsigned and/or significantly incomplete bid response will be considered non-responsive and rejected. The City will not accept a signed letter by bidder in lieu of a signed "Vendor's Bid Offer", Form 201-B (IFB) as provided in this IFB.
3. **Inquiries:** Questions regarding this IFB are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (IFB); unless another City contact is specifically named in this IFB. Questions should be submitted in writing, when time permits. When sending correspondence related to this IFB, identify within the letter, the appropriate IFB number, page and paragraph at issue. However, bidder must not place the IFB number on the outside of an envelope containing questions, since the envelope may be identified as a sealed bid response and not opened until the official bid opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before bid opening and those received within ten (10) days of bid opening may not be answered.
4. **Pre-Bid Conference:** If a Pre-Bid Conference is scheduled, it is the bidder's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Bid:** At any time before the specified bid opening date and time, a bidder may withdraw their bid. Bidder must present identification and documentation to indicate their authority to withdraw a bid.
6. **Bid Addendum(s):** Receipt and acceptance of a Bid Addendum is to be acknowledged by signing and returning the document either with the bid response or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the bid response non-responsive to that portion of the IFB as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with Bid Solicitation Requirements and Award of Contract:** Unless the bidder states otherwise or unless it states otherwise in this IFB, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all bids, or portions thereof, or reissue this IFB.

A bid response is an offer to contract with the City based on the terms, conditions and specifications contained in this IFB. A bidder does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this IFB includes a separate contract document or requires the bidder to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful bidder. Bid offers that take exception to the terms, conditions, specifications and/or other requirements stated within this IFB will cause the bid response to be considered as non-responsive.

10. **Taxes:** Bid all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this IFB, do not include any Sales, Use or Federal Excise Tax in your bid pricing. The City is exempt from payment of Federal Excise Tax. For bid evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
11. **Payment by City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each bidder indicate on the Price Sheet (pricing section) of this IFB, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a bid response.
12. **Bid Results:** Bidders are invited to attend the scheduled bid opening at which the name, pertinent information and prices for each bid will be publicly read. After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab and including a self-address, pre-stamped envelope or viewed on the Procurement Office Web Page (www.tempe.gov/purchasing) within ten (10) days after bid opening. Bid tab results will not be given over the telephone. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibility of bidders as will be determined during bid evaluation. Bid files will not be open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer (identified on the cover page of this IFB) and the bid documents may be reviewed with the Procurement Officer. Formal award recommendations with an estimated contract value over \$30,000 will be placed on the Procurement Office web page and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a bid may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective bidder who is aggrieved in conjunction with this IFB or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this IFB that are apparent before the bid opening shall be filed before bid opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. It is the responsibility of bidders and interested parties to check the Procurement Office web page and posted award recommendations for the determination of a recommended contractor. A protest concerning an award recommendation must be filed within ten (10) calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this IFB and is to be completed by bidder and submitted with the bid response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance with City Solicitation & Forms:** Any forms (for example, a separate contract, maintenance agreement, training agreement) intended by the bidder and/or contractor to be utilized in relationship to any resulting contract must be submitted with bid offer. Bidder and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this IFB will cause the bid response to be considered as non-responsive and rejected from consideration. Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the City Procurement Office. No City department is authorized to sign any bidder and/or contractor form(s) in relationship to this IFB and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initially the document as being in compliance.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and followed by any bidder and/or contracted vendor (contractor) and that failure to comply with these requirements may result in rejection of a bid response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Bid Offer", Form 201-B (IFB), the bidder certifies:

- A. The submission of the bid response 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 and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

- 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 "Vendor's Bid Offer" or signing it with a false statement shall void the submitted bid offer and/or any resulting contract. In addition, the vendor may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.
- D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this IFB and resultant contract award. Violation of this condition will be grounds for contract termination by the City.

2. **Gratuities:** The City may, by written notice to the Contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the Contractor or agent or representative of the Contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

3. **Applicable Law:** This contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this IFB and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and Contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and the Contractor.

5. **Contract Formation:** This contract shall consist of this IFB document and the bid offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's IFB shall govern. The City's IFB shall govern in all other matters not affected by a written contract. All previous contracts between the bidder and the City are not applicable to this contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Solicitation & Contract Modification(s):** This solicitation may only be modified by a written Solicitation Addendum issued by the City Procurement Office. A resulting contract may only be modified by a written Contract Modification issued by the City Procurement Office. City departments and Contractors are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the City Procurement Office and issuance of an official modification notice.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
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 of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this IFB and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this IFB. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this IFB document or in the vendor's bid response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.

15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. 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.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party 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 of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this IFB shall receive any direct or indirect benefit from the use of these specifications.
17. **Public Record:** Upon award of contract, bid responses shall be considered public record and subject to review. If a bidder believes a specific section of its bid response is confidential, the bidder shall mark the page(s) confidential; isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38-511.

SPECIAL TERMS & CONDITIONS

Bid offers that take exception to Special Terms & Conditions stated within this IFB may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded. As set forth in these Special Terms & Conditions, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "bidder" means a vendor making a bid offer in response to an IFB. "Contractor" means any person or firm who has a contract with the City. A successful "bidder" who is awarded a contract with the City becomes a "Contractor".

1. **City Procurement Document:** This IFB is issued by the City Procurement Office. No alteration of any portion of the IFB document by a bidder is permitted and any attempt to do so shall result in bidder's offer being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Bid Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this IFB to be valid and irrevocable for ninety (90) days after the bid opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twenty-four (24) month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the Contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of thirty-six (36) additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of twelve (12) months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this IFB that wish to cooperatively use the contract are subject to the approval of Contractor(s).
7. **Cancellation of Term Contract:** 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 follows:
 - 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 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 one or to any combination of the following remedies:

- A. Cancel any contract;
 - B. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - C. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance 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 and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above remedies or any other remedies as provided by law.
8. **Contracts Administration:** Contractor must notify the City Procurement Office (Procurement Officer contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
9. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection.
10. **Three hundred sixty-five (365) Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for Three hundred sixty-five (365) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.
- Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, it is the Contractor's responsibility to contact the City Procurement Office to assure the price increase request was received.
- The Contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
11. **Bid Evaluation:** In an IFB, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the IFB. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- A. Conformity with bid specifications, performance requirements, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
- B. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
- C. Operational and/or ergonomic compatibility with existing City resources, as applicable;
- D. Availability of competent service and prompt delivery of materials, parts and services;
- E. Having legally required licenses, certifications and/or qualifications to perform the contract;
- F. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, bidder's financial capability to perform the contract, and any other factors that would be advantageous to the City;
- G. Record of past performance and integrity on City and/or other public agency contracts; and.
- H. Production capability of equipment as determined by product samples, customer references, and/or City inspection.

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

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

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive bidder. Should no bidder be found totally responsive to all designated bid requirements, the City at its option, may either award the contract to the most responsive bidder or cancel the bid and re-bid the need under revised specifications.

13. **Inventory:** The City has an ongoing requirement for the material indicated in this IFB. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
14. **Local Maintenance:** In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. The City Procurement Office may inspect the maintenance facilities to determine adequacy.
15. **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.
16. **Permits:** The vendor shall be responsible for obtaining all required permits for installations.
17. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his

agents, representatives, employees, subcontractors, or sub-subcontractors. For bidders with self-insurance, proof of self insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of contract.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. Other insurance: (if applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the contractors, employees, agents, subcontractors, or sub-subcontractors activities.
 - b. The contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount

and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

- 1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. 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 waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
- 2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
- 5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.
- 6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

18. **Payments - After Monthly Statement:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of monthly itemized statement. Unless terms other than net 30 days are offered as a discount.
19. **Indemnification:** To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the CONTRACTOR, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the CONTRACTOR may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
20. **Taxes:** Bid all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your bid pricing; unless specifically requested on the Price Sheet(s) within the bid/proposal solicitation document. The City is exempt from payment of Federal Excise Tax and for bid evaluation purposes will add Sales or Use Tax as applicable. For bid evaluation purposes, the transaction (sales) Privilege Tax that is to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realized net expense of zero (0).
21. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation anyone carrying a firearm or explosive device will be subject to police and legal action.

Scope

The City of Tempe -- Transportation (Traffic) Division -- is soliciting bids for the maintenance and installation of street lighting. The resulting contract shall be for a period of two year with renewal options as provided in the Special Terms and Conditions of this invitation for Bid (IFB).

Group I	Daily maintenance
Group II	New installations and upgrades

Billing

The City will only pay for:

- Actual work completed.
- Monthly maintenance for the total number of lighting units in service.
 - The City will compare invoicing with inventory records to verify units in service.

Discount offerings will be based upon days from receipt of the itemized monthly statement.

General Qualifications and Requirements

1. Bidder shall employ a minimum of one (1) qualified street light technician with at least five years of experience in all aspects of street light installation and maintenance. In addition, the designated street light technician should be I.M.S.A. certified in roadway lighting, or have the ability to become certified within one hundred twenty (120) days of the contract start date. Contractor must provide a copy of their I.M.S.A. certification within 120 days of the contract start date.
2. Bidder shall provide and have readily available support equipment to maintain the street light system at the mounting heights encountered safely and effectively (The City of Tempe has mounting heights up to 45').
3. Bidder shall have, or have the ability to obtain, all licenses, certifications, registrations, permits, etc., required to perform all work included herein by the date specified for the contract to begin.
4. Bidder should be aware and assume that the power services to the pole and/or luminaire terminals or splice points are energized and will not be de-energized for the purpose of maintenance of the existing equipment and/or installation of new equipment. Contractor will be expected to take the appropriate precautions in the performance of the maintenance operations as required by OSHA standards.
5. Bidder shall be able to identify various types of lines (transmission, distribution, and secondary class power conductors, as well as, telephone and RF cable) and take the necessary precautions in working around each of the lines encountered.
6. Bidder shall comply with the State and City Statutes governing utility clearances, "Blue Stake" regulation, City of Tempe TRAFFIC BARRICADE manual, "MAG" Standards and Specifications, and City of Tempe Standards and Specifications.
7. All maintenance and installation work shall be in accordance with the National Electrical Code and the manufacturer's recommendations.

Specifications

Refer to Attachment 1 for the City of Tempe Street Lighting Standards.

Group I – Operation and Maintenance of Existing Street Lights

The bidder agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the "Normal Operation and Maintenance" of the city-wide street lighting system for a monthly cost to the City of Tempe based on the number of luminaires to be maintained. (It is estimated that there will be approximately 12,000 within the City right-of-way).

"City-wide street lighting system" shall be defined as:

All City of Tempe and Arizona Department of Transportation owned streetlights located within the City of Tempe right-of-way as defined by Traffic Operation 1/4 section maps & database.

Time Limits

1. Bidder shall complete any and all "Operation & Maintenance" work within two (2) working days after notification by the City. Exceptions to this time limit may be granted in writing by the Lighting System Coordinator, or designated alternate, only if the disruption of work is due to:
 - Hazardous, inclement weather conditions.
 - Work zone interference by other forces.
2. Bidder shall agree to clear all hazards associated with the street light facilities within two (2) hours of notification by the Transportation Division or Police Department in order to permit safe vehicular and pedestrian traffic.

Specific Requirements

All replacement parts, fixtures, mast arms, poles, etc., shall be new and unused unless otherwise specified.

The per pole, per month charge shall cover the following operation and maintenance work for defective equipment in accordance with the City of Tempe's Street Lighting Policy, Procedures, Standards, and Specifications.

1. Lamp replacement.
2. Street light fixture (head), arms, and photocell (photoeye) replacement. (Fixtures for the Special District Old Town Tempe type lighting will be provided by the City).
3. Replacement or repair of damaged lenses, refractors, housings, doors, brackets and shields. Replacement parts may be salvaged from the City of Tempe owned non-functioning fixtures as determined by the Lighting System Coordinator prior to installation. These salvaged parts may only be used on City of Tempe owned facilities. Salvageable parts that cannot be used as spare parts on City owned facilities shall be returned to the City and delivered to the location designated by the Lighting System Coordinator.
4. Street light ballast and series ballast replacement.
5. Realignment or repair to mast arms, and poles.
6. Realignment of fixtures, and heads.

7. Touch-up painting, and/or removal of graffiti, on all streetlight poles as determined by the Lighting System Coordinator.
8. Street light pole identification number installation/replacement per City specifications. Numbers are to be assigned through the City of Tempe Street Light Coordinator.
9. Clearing of hazards caused by the knockdown of poles and/or fixtures either by vehicles or storms.
10. Trimming of tree that come into contact with, or affect the lighting pattern of the street light fixtures as determined by the Lighting System Coordinator.
11. Assure that luminaires are free of dust, dirt, or anything that would impair the output of the light.
12. Clean refractors, reflectors, and lenses.
13. Repair or replace defective wiring (between luminaire and the pull box or hand hole, if pull box does not exist).
14. Replace defective fuses and/or fuse holders.
15. Repair or replace damaged street lighting pull boxes as determined by Lighting System Coordinator.
16. Street lights that have been determined (by the contractor) to have an underground fault, on the source feed side of the fuse, shall be marked with red tape, or ribbon, and reported to the City of Tempe Operations immediately.
17. Accept and process street light outage reports for all streetlights located within the City of Tempe right-of-ways to include bike path lights and pedestrian pathways as determined by the Lighting System Coordinator.
18. Provide weekly, monthly, and quarterly written documentation for all work performed for the City of Tempe in a mutually agreed upon format.
19. Coordinate on a daily basis, either in person, via fax, or via telephone, with the City of Tempe's Lighting System Coordinator, or designated alternate, to receive outage reports and to discuss any problems, future projects, report progress, etc.

Group II - New Street Light Construction

New Street Light Installation

Bidder is to provide a turnkey installation of street lights, upgrades, removals, relocations and Luminaire shield fabrication. Bidder is to provide streamline and architectural poles, mast arms, luminaires, fixtures, attachments, lamps, photocells wiring (includes fuses and fuse holders), conduit, pull boxes, foundations, trenching, boring, backfill, landscape restoration, and any other materials or equipment deemed necessary for the proper installation and operation of each street light that is added, modified or relocated within the City of Tempe's Street Lighting System as part of the program.

Street Light Upgrades

On-going program to convert functional mercury Vapor luminaires to high pressure sodium luminaires.

Street Light Removal or Relocation

Perform all work specifically asked for by the City of Tempe which requires the removal or relocation of existing street light facilities.

Luminaire Shield Fabrication and Installation

Perform all work specifically asked for by the City of Tempe which requires the fabrication and installation onto existing street light facilities.

Time Limits

Bidder shall complete all work as described in Group II within twenty (20) working days after notification to proceed is given by the City of Tempe. Exemptions to this time limit may be granted in writing by the Lighting System Coordinator, or designated alternate, only if the disruption of work is due to:

- Hazardous, inclement weather conditions.
- Work zone interference by other forces.

Specific Qualifications and Requirements

1. Bidder shall specifically employ a minimum of two (2) qualified street light technicians with five (5) plus years of experience in all aspects of street lighting construction and installation.
2. Bidder shall provide and have readily available adequate support equipment and personnel to mechanically trench, bore, and auger holes in the earth that may be necessary for conduit, poles, and/or concrete foundation installations and the ability to hold and set the pole(s) and mast arm(s) safely and effectively as may be required.
3. Bidder shall have readily available (in stock) a minimum of five each of the following; streamline type poles w/mastarms, 250w luminaires (32' mtg. ht), architectural type poles w/mastarms, 250w luminaires (32' mtg. ht.), and 100w luminaires (30' mtg ht.).

Bid Schedule: Group II

1. New Street Light Installations:

100W HPS - Pole (Streamline type - 30 foot mounting height) with foundation.

Cost shall include all parts, labor, and equipment for the complete installation and operation of each street light requested.

2. New Street Light Installations:

250W HPS - Pole (Arterial and Collector Streamline or Architectural type - 32 foot mounting height) with foundation.

Cost shall include all parts, labor and equipment for the complete installation and operations of each street light.

3. New Street Light Installation onto Utility Company Distribution Pole:

100W HPS or 250W HPS - Streamline or architectural type

Cost shall include all parts, labor, and equipment for the complete installation and operation of each street light requested in accordance with current utility company specifications.

4. New Street Light Installation (Downtown/City Center Antiques/Special District's and Bike Paths):

Pole and fixture to be provided by City.

Cost shall include foundation and all parts (except pole and fixture), labor and equipment for complete installation and operations of each street light.

5. Luminaire Replacement (upgrade from MV to HPS):

100W or 250W – Streamline

Cost shall include all parts, labor, equipment and fee for proper disposal of Mercury Vapor luminaire head needed for the "change out" of each functional Mercury Vapor luminaire to a High Pressure Sodium luminaire.

6. Street Light Pole Removal:

Cost shall include all labor and equipment needed to remove existing pole and foundation, landscape restoration and disposal of damaged pole. Reusable poles, as determined by the Lighting Systems Coordinator, are to be returned, to the City of Tempe's Traffic Operations yard, or another location as determined by the Lighting System Coordinator.

7. Street Light Pole Relocation:

Cost shall include all parts, labor, and equipment needed to remove existing pole and foundation, landscape restoration and relocate a street light pole and luminaire to a new location with a new foundation (within 100' of the existing location).

8. Trenching, Backfill, Conduit, and Landscape Restoration:

Cost shall include all parts, labor, and equipment for any and all trenching needed to feed new or relocated street light facilities per current MAG, City of Tempe, and Utility company specifications. Cost shall also include the complete installation OD 2 1/2" PVC conduit (with pull wire or pull cord), backfill and landscape restoration.

9. Boring Under Pavement, Conduit, and Landscape Restoration:

Cost shall include all parts, labor, and equipment for any and all boring needed to feed new, existing, or relocated street light facilities per current MAG, City of Tempe, and as allowed by Utility company specifications. Cost shall also include the complete installation of 2 1/2" PVC conduit (with pull wire or pull cord), and landscape restoration.

10. Shield Installation:

Cost shall include parts, labor, and equipment for fabrication and installation of shielding onto luminaires as approved by the Lighting System Coordinator.

Bidder Questionnaire

Proposer must submit (with their Bid response) answers to each question, plus additional supporting documentation to further explain their Bid. A thorough answer is necessary to fully evaluate each Bid response. This information will be used during the evaluation process.

1. List your local business address.

1532 E Indianola Ave Phoenix, AZ 85014

2. Phone number and contact name for the person to be assigned to the City of Tempe contract if awarded the contract.

Field: Keefe Brooks 480-343-3895 Administrative: Candy Cox 602-266-9499 or 480-797-0321

3. 24 hour emergency number

Keefe Brooks 480-797-3895

4. Do you agree to furnish any and all required labor, materials, construction equipment, transportation and services for the "Normal Operation and Maintenance" of the city-wide street lighting system for a monthly cost to the City of Tempe based on the number of luminaires to be maintained included in Group I.

Yes X No _____

If NO, explain:

5. Do you agree to provide a turnkey installation of street lights, upgrades, removals, relocations and Luminaire shield fabrication included as part of Group II

Yes X No _____

If NO, explain:

6. Will you comply with all necessary ordinances and regulations as described in this IFB?

Yes X No _____

7. Will you maintain the required inventory level of items required in the IFB?

Yes X No _____

8. List three references:

Company	Contact	Phone #
Wilson Electric	Jeff Anderson Division Manager	(480) 505-6631
City of Mesa	Michael Mason Field Operations	(480) 644-3178
Town of Gilbert	Conrad Ramon Field Supervisor	(480) 503-6434

9. Describe your procedures for disposal of ballasts, mercury lamps, HID lamps, etc

Once removed the ballasts, mercury lamps, HID lamps, etc are placed in the cardboard container the new item was in and stored in a safe, cool, dry place until taken to an approved processor/recycler

10. Include a copy of your Safety Manual with your IFB

11. Include a copy of all necessary licenses, certificates, registrations and permits necessary to perform the work as described in the IFB

IFB Checklist For Submittals

- One signed and complete original of the proposal response, including "Vendor's Bid Offer" (Form 201-B).
- Three (3) copies of bid response.
- Proposal Questionnaire has been completed and included.
- Price Information completed and included.
- Copy of Safety Manual included.
- Copy of all necessary Licenses, certificates, registrations and permits included.
- Any addendum(s) have been included.

Price Sheet

Quantities are estimates only and will be used for evaluation purposes -- actual quantities will vary. Monthly billing for Group I will be based upon actual number of lamps within the City of Tempe "right of way".

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	EST. QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Group I					
Operation and Maintenance of Existing Street Lights					
1.	The City of Tempe operates approximately 12,000 luminaries in its "right of way"				
	Per Group I Specifications		Cost per Luminaire		\$ 0.95
			Cost per Month		\$ 11,400.00
			Cost per Year		\$ 136,800.00
Group II					
New Street Light Construction					
2.	New street light installation, 100 Watt HPS -- Streamline	50	each "	\$ 1,820.00	\$ 91,000.00
3.	New street light installation (arterial & collector)				
	a) 250 Watt HPS -- Streamline	50	each *	\$ 1,600.00	\$ 80,000.00
	b) 250 Watt HPS -- Architectural	50	each *	\$ 1,750.00	\$ 87,500.00
4.	New street light installation onto utility company power distribution pole:				
	a) 100 Watt HPS	10	each *	\$ 150.00	\$ 1,500.00
	b) 250 Watt HPS -- Streamline	5	each "	\$ 160.00	\$ 800.00
	c) 250 Watt HPS -- Architectural	5	each *	\$ 275.00	\$ 1,375.00
5.	New street light installation (Downtown/City Center Antique/Special District's and Bike Paths)	50	each *	\$ 650.00	\$ 32,500.00
6.	Luminaire Upgrade -- MV to HPS				
	a) 100 Watt -- Streamline	150	each *	\$ 200.00	\$ 30,000.00
	b) 250 Watt -- Streamline	150	each *	\$ 200.00	\$ 30,000.00
7.	Street light pole removal	20	each *	\$ 350.00	\$ 7,000.00
8.	Street light pole relocation	2	each "	\$ 450.00	\$ 900.00
9.	Trenching, backfill, conduit & landscape restoration.				
	a) un-landscaped areas	1000	Linear ft	\$ 4.50	\$ 4,500.00
	b) landscaped grass areas	1000	Linear ft	\$ 9.00	\$ 9,000.00
	c) landscaped desert areas	1000	Linear ft	\$ 6.00	\$ 6,000.00
10.	Boring, backfill, conduit & landscape restoration	1000	Linear ft	\$ 26.00	\$ 26,000.00
11.	Luminaire shield installation	10	each *	\$ 30.00	\$ 300.00

Company Name Brooks Bros Utility Contractors, Inc

Price Sheet

Quantities are estimates only and will be used for evaluation purposes - actual quantities will vary. Monthly billing for Group 1 will be based upon actual number of lamps within the City of Tempe "right of way".

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	EST. QTY	UNIT	UNIT PRICE	EXTENDED PRICE
			Group 2 Total (yearly)		\$ <u>408,375.00</u>

*each per installation.

* Applicable Tax 9.095%

we are unable to accept City Procurement cards

**Attachment 1
City of Tempe**

STREET LIGHTING STANDARDS

T-100.1 General Characteristics

<u>Street Type</u>	<u>Luminaire</u>	<u>ANSI/IES Type</u>	<u>Mounting Height</u>
Local & Collector	9,500 Lumen (HPS/full cut off)	II	30'
Major (Arterial)	30,000 Lumen (HPS/full cut off)	III	32'

Note: These mounting heights may be changed when approved by the Traffic Engineering Division.

Provision shall be made in the street lighting structure for water, which gathers in the pole, to run out of the pole into the wiring access chamber at the structure bottom. All provisions shall be within the wiring access chamber and shall not be visible or apparent from without the compartment when its covers are in place. Care should be taken that this drain water does not interfere with or affect the wiring terminal block or electrical connections.

The contractor shall secure a pole (street light structure) manufacturer's warranty, in the City's name, which warrants the pole finish against loss of color, significant change in color, rusting or rust creepage, blistering/delamination and structural integrity. The warranty shall be for a 5-year period, starting from the date of final acceptance by the City. Upon final acceptance, the contractor will surrender the warranty to the City.

T-100.2 Design Requirements

It is required that the street lighting structures meet the design requirements of the AASHTO. See AASHTO standard specifications for luminaires. It is required that the structures meet all pertinent requirements of the City of Tempe and the State of Arizona.

The site location is Tempe, Arizona. Maximum Steady Wind Speed requirements shall be eighty (80) miles per hour as indicated by the National Wind Speed Map (isotach) in miles per hour: annual extreme miles per hour thirty (30) feet above the ground, fifty (50) year mean recurrence interval. Calculations shall include a 1.3X wind gust factor.

The manufacturer shall provide the City with installation drawings, foundation and instructions for the street lighting structure. The instructions shall contain assembly and installation drawings and instructions. The installation instructions shall contain complete details regarding torquing of all nuts and bolts.

All component members of the structures shall be marked or labeled in such manner that they can be readily identifiable by the City.

T-100.3 Pole Locations

Street lighting poles shall be located 2 foot back of curb or 2 foot back of sidewalk, when possible.

T-100.4 **Subdivision Lighting**

All intersections of residential subdivisions shall have street lighting.

Street lighting shall be located on public road rights-of-way, at the side lot line of the property where possible.

T-100.5 **Major (Arterial) Street Lighting**

When streetlights are to be installed on separate steel poles, the following design levels shall be maintained:

- Roadway width - (variable)
- Two sided - staggered, opposite side or median (dual mast arm)
- Minimum Average Foot Candles - 1.2 f.c.
- Uniformity Ratio - 4:1

Where power poles are to remain adjacent to the roadway:

- A. Streetlights may be mounted on the power poles when City and utility standards can be met.
- or -
- B. Steel poles shall be interset where needed to meet City standards.

Where single family residences abut the major (arterial) street, the street lights shall be located as close as possible to the side property line and still maintain desirable lighting levels.

T.100.6 **Conductors**

All electrical wiring shall comply with the requirements of the Uniform Building Code (UBC), 1985 edition, as adopted and amended by the City of Tempe, the National Electric Code, and Underwriters' Laboratories, Inc.

All conductors, from the pull box to the lighting structures, shall be at a minimum No. 10 AWG soft-drawn copper and bear the UL label. Insulation shall be type THWN. The following wire color code shall be used:

- Black - 120V Power
- Black & Red - 240V Power
- White - Neutral
- Green - Grounding

Conductors shall be connected to luminaires and extended down the pole. Terminate conductors at pull box for connection by the utility.

The power conductor shall be fused, in-line, using Bussman No. HEB-AA (120V luminaires) or No. HEX-AA (240 V luminaires) waterproof fuse holders, or approved equal. Install the fuse holders inside the pull boxes and install Bussman FNM fuse.

T-100.7 **Grounding**

Street lighting poles shall be grounded in the pull boxes and conductors sizes will be as specified by current NEC standards.

Ground equipment enclosures and devices shall be in complete compliance with the NEC. Furnish and install all the necessary conductors, clamps, fittings, and hardware for a complete system.

Lugs and connectors shall be of the solderless compression type. Splices in grounding conductors and connection made underground or in concrete shall be made by Cadwell or Bandy Ther-O-Weld process. All lugs and connectors shall be suitable for use with all combinations of copper and aluminum conductors.

Provide copper-clad steel ground rods where shown on the plans.

T-100.8

Pull Boxes - The pull boxes are to be supplied by the utility company in APS areas only and installed by the contractor within two to four feet of the foundation.

Install where shown on the plans, record drawings will show actual location by locating data given from readily identifiable points, i.e. poles, property lines, fences, sidewalks, etc. (Contact Traffic Engineering Division for Old Town Special District requirements).

Install pull boxes with locking covers at final grade, and flush with finished surface in sidewalks or other paved areas.

T-100.9

Conduit

Conduit shall be 2 1/2", 90 C. Schedule 40 PVC (Polyvinyl chloride).

T-100.10

Photocells & Lamps

Photoelectric control shall be A.C. operated, cadmium sulfide cell, controlling a relay specifically designed for photocontrols. They will operate at low power levels and accommodate the conventional load requirements that occur in standard luminaire designs. During the day the relay is energized, holding its contacts open and the lamp load off.

Any component failure shall result in the lamp remaining on continuously.

The photocontrol shall be twist lock, three pole, with a housing fabricated of high impact poly-acrylic with ultra-violet inhibitor, conforming to NEMA Publication #SH18-1957 and proposed revisions. Photocontrol shall be factory set for turn-on at 1fc (footcandle) and turn-off at 3fc and will be installed facing north.

Acceptable manufacturer models:

- Fisher Pierce No. 6660 (120V)
- General Electric No. C402G600 (120V)
- Ripley No. 6146 (120V)
- ITT No. 6146 (120V)
- Fisher Pierce No. 6690B (240V)
- General Electric No. C402G660 (240V)
- Other photocells, if equal, could be considered.

Lamps shall be high-pressure sodium type as follows:

<u>Wattage</u>	<u>Lumens</u>	<u>ANSI Designation</u>
100	9,500	S54SB-100
250	30,000	S50VA-250/S

Acceptable manufacturers:

- Sylvania, (100-HPS) or (250w-HPS)
- General Electric (100-HPS) or (250w-HPS)
- Other lamps, if equal, could be considered.

T-100.11 Concrete Pole Foundations

Pole foundations shall be Class A (3000#) and conform to Section 725 of the Uniform Standard Specifications for Public Works Construction (MAG Specifications).

T-100.12 Anchor Bolts

Anchor bolts shall be made of high strength steel material capable of resisting at yield strength stress the bending movement of the street light at its yield strength stress (55,000 psi). The anchor bolt threads shall be galvanized after fabrication and have a minimum of 6" of threading.

City of Tempe

STREET LIGHTING SPECIFICATIONS

T-101.1

Standard Street Lighting

Streamline Luminaire - (See Tempe Detail T-651) Furnish a street lighting fixture in accordance with the requirements of this specification and designed for roadway lighting with a built-in ballast for use with a high pressure sodium lamp. The luminaire shall bear the UL label. All luminaries shall be mounted with a zero degree tilt from horizontal.

- A. Housing - The housing, both upper and lower, shall be die-cast aluminum joined by an integrally cast pin hinge at the mounting end and a one-hand latch at the door enclosing the lamp and/or ballast. The housing will have an integral four bolt slip fitter for 2-inch mast arm mounting and shall provide adjustment for leveling the luminaire. The housing shall be designed for full (90 degree) cut off. Exterior hardware shall be of stainless steel. The finish shall be a baked on ASA70 gray enamel applied by an electrostatic process.
- B. Lens - The lens shall be a clear, tempered, high-quality, heat resistant glass with no aberrations and will be secured in the supporting frame.
- C. Reflector - The reflector shall be of drawn aluminum and have a highly reflective surface. The reflector edge shall have an elastomer gasket which seats firmly against the lens door to seal the optical system. The optical system will have a filter permitting it to breathe during lamp heat-up and cool-down.
- D. Ballast - The ballast shall be securely mounted in the compartment provided in the housing or on the door. The ballast shall be pre-wired at the factory and will be suitable for 115 degrees F. ambient temperature operation. The ballast shall be the lag regulating type, constant wattage, single lamp with a primary power factor of 90 percent or higher. The primary voltage rating shall be 120 volts.
- E. Lamp Socket - The socket shall be high-quality, rugged, porcelain, mogul type with corrosion-resistant clamp-type terminals, which will position the lamp properly with respect to the reflector and lens. The socket shall be provided with a heat-resistant gasket for sealing the optical system.
- F. Photo Cell Socket - A locking type photo cell receptacle in accordance with EBI-NEMA standards shall be provided in the top of the housing to accept the photo-cells specified in Section II, 9.4 (photocells).
- G. Acceptable manufacturer models:
 - General Electric M-250 Cutoff Series (100 & 150W)
 - ITT-American Series (100 & 150W) 113-55962-D, 113-55912-D
 - Other models, if equal, could be considered.

T-101.2

Steel Poles

Sectional Telescope Design - The pole shall be of a sectional telescope design. The number, length and diameter of the sections will be as required for the varying pole heights. The attached details identify the pole and mast arm required for each type of street. The adjoining sections shall overlap as shown on the standard drawings. The pole shall be constructed of cold rolled mild steel of a sufficient gauge having a yield strength of not less than 36,000 PSI. The pole shall be capable of withstanding, without fracture or apparent deformation, a traverse load of 750 pounds applied 1.8 inches below the top.

The pole shall provide a rigid support at the mounting height for a fixture weighing as much as 50 pounds with a projected area of three square feet. The pole shall be capable of withstanding a wind load of 80 mph per American Association of State Highway and Transportation Officials (AASHTO) specifications with the fixture attached to a six or eight foot arm.

The pole shall be manufactured with a hand hole and grounding lug attachment at the elevation shown on the standard drawings.

The pole shall have a cable entry slot sized and located as shown on the standard drawings. The slot will be free of burrs and sharp edges.

Pole Painting - After fabrication, the steel poles shall be sandblasted, primed and painted. Sandblasting will be in accordance with SSPC Specification SP-6-63. This will be followed with a prime coat of paint within 24 hours. The prime coat of paint will be compatible with the finish coat of paint. Do not paint over dirt, rust, scale, grease, moisture or conditions otherwise detrimental to formation of a durable paint film. An approved Polyurethane Enamel (Catalyzed) paint shall be used for the finish coat. Minimum dry coat thickness to be 2.0 mil.

Base Plate: (See Detail).

Acceptable manufacturers of poles & paint:

Poles: CEM-TEC Corporation

Fab Weld, Inc.

Paint: Sherwin Williams (Polane-B Gray, Polyurethane Enamel)

Fittsburg Paint (Acrylic - urethane enamel #97-806)

Q-Coat - UP 979 (Polyurethane Enamel)

Other poles and/or paint, if equal, could be considered.

T-101.3

Architectural Street Lighting

A. Structures (See Tempe Detail T-652)

All metal components shall be first quality and free of gouges, pits or other surface defects. Steel tubes shall be of such quality that welds will be ground smooth or otherwise dressed and not readily available on casual inspection or otherwise objectionable to the engineer.

The gauge of the tubing shall be as required by the design engineer for the manufacturer, as approved by the City.

Poles shall be capped and watertight at the top in such a manner that the steel cap appears to be one with the pole. Only a minimum visible lip or protrusion shall be permitted. All welds shall be ground smooth and flush with adjacent surface.

Each structural pole shall have a reinforced wiring handhold, three (3) inches wide and four (4) inches high located on the street side of the pole. Install grounding connector, 1 ISCO TA6-S or equivalent with a 1/4" round head allen drive machine screw and nut.

The structure shall consist of the vertical pole, mast arms, caps and covers, screws, bolts and other hardware required for completion of the unit according to the requirements of the specifications and drawings for the project.

All necessary holes for assembly of the structure, mounting of mast arms, installation of the structure or any other purpose required by the specifications and drawings shall be factory made prior to

coating. NO HOLES SHALL BE PUT ON THE STRUCTURE, OR ANY OF ITS COMPONENT PARTS, AFTER THE STRUCTURE IS COATED.

B. Threaded Holes

Where threaded holes are required, those holes shall have threaded filler plugs placed in them prior to coating to avoid filling threads with coating materials. Filler plugs shall have hex heads or other similar type heads for ease of removal. Filler plugs shall not be removed by the coater prior to shipment to the City.

The manufacturer shall provide a means of ventilating the structure poles at the top to allow a flow of air through the poles to keep the interior of the poles dry. Ventilation shall be placed in a location wherein it will not be visible from normal viewing angles.

C. Anchor Base

The anchor base shall consist of a four-bolt plate welded to the structure pole. Each plate shall be a rectangular plate of size, steel thickness and composition sufficient to enable the structure to meet all AASHTO and local codes and shall be designed by a registered professional engineer.

The manufacturer shall submit complete drawings of the anchor base detail indicating all sizes, materials, welding details, anchor bolts to be used, and all other pertinent data.

Provide two anchor bolt templates for the structure. Templates are to be of .250 inch steel and shall have all holes for anchor bolts, wiring conduit, etc.

D. Mast Arm

The mast arm shall be of welded construction so that it is a single unit with regard to its structural members. The corners of the mast arm shall be mitered and welded so that there are no gaps or openings in the joint between the members. The welds shall be ground smooth and flush with surrounding metal so that the adjoining members are continuous.

The mast arm shall accommodate the luminaire. The mast arm shall contain such holes, couplings, etc., as are required for the proper installation.

The mast arm shall be fastened to the structure pole so that it meets the requirements of AASHTO and other applicable codes. The mast arm shall be attached to the structure in the field by mechanical means and no welding shall be allowed between the arm and the vertical structure. The mast arm shall be removable from the vertical structure without burning, cutting or otherwise damaging or defacing the mast arm, vertical structure or the finish of either.

All fastening hardware shall be non-corrosive or treated with a corrosion retardant.

It shall be the responsibility of the manufacturer to allow sufficient access to wiring and working area, to assure the City free and easy access to those areas for maintenance.

Submittal drawings shall clearly indicate how wiring of the luminaire is to be accomplished through the structure and its mast arm

At no time or point shall the top of the arm sag below the horizontal. The mast arm must be physically and visually perpendicular at the top of the arm to the vertical structure. No shims or other devices shall be used to level the arm. Raking or adjusting of the vertical structure will not be allowed.

Should the mast arm fail to meet the requirements herein, the developer shall replace the arm with another arm that does meet these specifications. NO modification or correction of the mast arm will be allowed other than at the manufacturer's plant unless the owner or his representative in writing gives prior approval of such modification.

The luminaire shall mount to the mast arm which, in turn, shall bolt to the pole. The last six inches (6") of the luminaire mast arm shall be 2-3/8" O.D. pipe to accept luminaire.

E. Finishing

The coating must be capable of withstanding ultraviolet radiation, blowing sand and debris, atmospheric pollutants, physical abuse, time, heat and cold, moisture, chemical assault (vandalism) and other abuse.

It is required that ALL metal surfaces be treated as follows at the factory or coating facility.

1. Sandblast metal in accordance with Steel Structures Painting Council standard SSPC-10 (white metal).

F. Luminaires

American Electric Series 153/154, G.E. Decashield III, or approved equal.

- 250 W HPS
- Multitap ballast (120/208/240/277)
- Internal slip-fitter

T-101.4 Old Town Special District Lighting

A. General (See Tempc Detail T-653)

Construct concrete foundations as shown on drawings.

Assemble poles and fixtures and pre-wire poles on the ground. Lift poles with slings, set on anchor bolts and plumb with adjusting nuts. Site-in line with plumb bob from various angles, and tighten nuts. Grout bases as necessary.

Install fuses in base of pole and complete wiring. Make all connections with compression type fittings.

Ground poles at each location.

B. Service Pedestals

Provide for concrete bases, conduit, power and control wiring required for sealing and connecting service pedestals as shown on the plans.

Set pedestals per manufacturers instructions.

C. Concrete Work

Before placing concrete, embedded items shall be properly located, accurately positioned, and maintained securely in place.

Concrete must be protected during curing by a sprayed-on curing compound or by plastic sheet cover secured in place for five (5) days.

Concrete finish shall be smooth, straight and free from marks.

Install concrete pole bases and equipment pads as indicated on the drawing. Concrete shall comply with construction notes on the plans.

D. Decorative Lighting Poles

Moldcast AALic #C7614JA or approved equal.

- Cast iron
- 14' - 6"

E. Luminaires

Moldcast AAL or approved equal.

- 150 W HPS
- Single light
- Black polyester
- Multitap ballast

Moldcast AAL or approved equal.

- 250 W HPS
- Single light
- Black polyester
- Multitap ballast

F. Paint Specifications

1. Items are to be sandblasted near white with a surface profile of 1.5 to 2 mils depth to remove any surface scale, rust or other surface contaminants.
2. Apply Aliphatic Polyurethane with 73 percent volume solids in accordance with the coating manufacturer's instructions.
3. Application of the finish shall meet specifications issued by the licensed formulator, using approved applicators, and the following:
 - a. Coating films shall be uniform and free from flowlines, streaks, sags, blisters or other surface imperfections in dry-film state on all surfaces.
 - b. Total dry film thickness of coating shall be 5 mil.
 - c. Color to be Median Bronze.

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Name
Brooks Bros Utility Contractors, Inc

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1532 E Indianola Ave

City, state, and ZIP code
Phoenix, AZ 85014

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number
 | | | | | | | |

OR

Employer identification number
 8 | 6 | 1 | 0 | 0 | 0 | 5 | 1 | 5

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Kyle Brooks*

Date **1/24/08**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (28% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 403(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6042), even if the attorney is a corporation) and reported on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or single-owner LLC	The owner ⁵
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ⁶
7. A valid trust, estate, or pension trust	Legal entity ⁷
8. Corporate or LLC meeting corporate status on Form 9832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN if you have one.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5802 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify:

Solicitation No.: | 08-109

and is

Addendum No. | 1

Procurement Description: | Street Light Maintenance

Changes should be made as follows:

Add:

The City reserves the right to award contract(s) by individual groups, line items or aggregate award.

Bidders are not required to respond to all items in order to be considered for award.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerers are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Brooks Bros Utility Contractors, Inc.

Keefe Brooks, President

NAME OF COMPANY

BY NAME (please print) TITLE

1532 E Indianola Ave

602-256-9499

ADDRESS (or PO Box)

TELEPHONE

Phoenix, AZ 85014

Keefe Brooks

CITY

STATE ZIP

AUTHORIZED SIGNATURE

ORIGINAL

