



CONTRACT AMENDMENT

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

Solicitation No **P09-0013** Page 1 of 1
Description **Ultraviolet Disinfection System Parts**
Amendment No **Five (5)** Date **2/3/2014**

In accordance with the contract's terms and conditions and the most recent contract extension, the above referenced contract shall expire on 2/3/2014. The contract is hereby extended on a month to month basis, not to exceed six months, or until such time as a new contract can be awarded. Therefore, the contract shall expire on 8/3/2014 unless expired, canceled or otherwise extended Upon the award of a new contract, this contract shall immediately expire

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

<u>Catherine Frost</u>	<u>2-13-14</u>	<u>Catherine Frost</u>	<u>DC Frost Associates, Inc</u>
Signature	Date	Typed Name and Title	Company Name
<u>2855 Mitchell Dr, Ste 215</u>		<u>Walnut Creek</u>	<u>CA 94598</u>
Address		City	State Zip Code

Attested By:
Rhonda Geriminsky
Rhonda Geriminsky, City Clerk

Bill Makingly 03-06-2014
Director / Bill Makingly, PW/Utilities Director
Robert Garcia
Dept Rep Robert Garcia, Utility Treatment Plant Supervisor



CC Number
ACON02809E
Contract Number

Approved as to Form Stephen M Kemp City Attorney

The above referenced Contract Amendment is hereby Executed
March 13, 2014 at Peoria, Arizona

City Seal
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(Rev 07/05/11) Official File

Dan Zenko
Dan Zenko, Materials Manager

MDW
3/6/14
ACON02809E



CONTRACT AMENDMENT

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

Solicitation No. P09-0013 Page 1 of 1
 Description: Ultraviolet Disinfection System Parts
 Amendment No. Four (4) Date: 12/12/12

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 2/2/13. LAST YEAR OF CONTRACT

Contract Term: 2/3/13 to 2/2/14

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

<i>Catherine M. Frost</i>	<i>12-26-12</i>	Catherine Frost	DC Frost Associates, Inc.	
Signature	Date	Typed Name and Title	Company Name	
2855 Mitchell Dr., Ste. 215		Walnut Creek	CA	94598
Address		City	State	Zip Code

Attested By:

for Linda Blas
 City Clerk

<i>[Signature]</i>	<i>12-17-2012</i>	Director: Bill Mattingly, Public Works Director
<i>[Signature]</i>		Department Rep: Roger Carr, Utility Treatment Supervisor
<i>[Signature]</i>		Approved as to Form: Stephen M. Kemp, City Attorney



CC Number
 ACON02809D
 Contract Number

The above referenced Contract Amendment is hereby Executed

January 10, 2013 at Peoria, Arizona
[Signature]
 Dan Zenko, Materials Management Supervisor

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A CON 02809D



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. P09-0013 Page 1 of 1
Description: Ultraviolet Disinfection System Parts
Amendment No. Three (3) Date: 12/6/11

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/2/12.

Contract Term: 2/3/12 to 2/2/13

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

Catherine Frost
Signature

1-11-12
Date

Catherine Frost
Typed Name and Title

DC Frost Associates, Inc.
Company Name

2855 Mitchell Dr., Ste. 215
Address

Walnut Creek
City

CA
State

94598
Zip Code

Attested By:

Wanda Nelson

Wanda Nelson, City Clerk

Bill Mattingly 12-28-2011

Director: Bill Mattingly, Public Works Director

William Degnan
Department Rep: William Degnan, Utility Treatment Supervisor

CC Number

ACON02809C
Contract Number

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

January 26, 2012 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Management Supervisor



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Official File



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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Solicitation No. P09-0013 Page 1 of 1
Description: Ultraviolet Disinfection System Parts
Amendment No. Two (2) Date: 11/01/10

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 02/02/11.

THE NEW CONTRACT TERM:

Contract Term: 02/03/11 to 02/02/12

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

<i>Catherine M. Frost</i>	<i>3-14-11</i>	Catherine Frost	DC Frost Associates, Inc.	
Signature	Date	Typed Name and Title	Company Name	
2855 Mitchell Dr., Suite 215		Walnut Creek	CA	94598
Address		City	State	Zip Code

Attested By:

Wanda Nelson
City Clerk

[Signature] *03-01-2011*
Director: Bill Mattingly, Public Works Director

[Signature]
Requestor: William Degnan, Utility Treatment Supervisor

[Signature]
Ellen Van Riper, Assistant City Attorney

Approved as to Form: *[Signature]* Stephen M. Kemp, City Attorney

CC Number
ACON02809B
Contract Number



The above referenced Contract Amendment is hereby Executed

March 22 2011, at Peoria, Arizona

[Signature]
Herman F. Koebergen, Materials Manager

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(Rev 01/05/09) Official File

SCANNED

CON. 02809B



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No P09-0013 Page 1 of 2
Description Ultraviolet Disinfection System Parts
Amendment No One (1) Date 11/24/09

Buyer Christine Finney

- A In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 02/03/10 to 02/02/11.**
- B Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law, Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities. the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

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

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

Catherine Frost
Signature

12-11-09
Date

Catherine Frost
Typed Name and Title

DC Frost Associates, Inc
Company Name

2855 Mitchell Dr , Suite 215
Address

Walnut Creek
City

CA
State

94598
Zip Code

Attested by

Mary Jo Waddell
Mary Jo Waddell, City Clerk



CC Number

ACON02809A
Contract Number

Official File

City Seal

(Rev 02/01/08)

William R. Megan
Requested by

Christine Finney 11/24/09
Recommended by

Ellen Van Riper, Assistant City Attorney

Stephen M Kemp
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
December 17 2009 at Peoria, Arizona

Herman F Koebergen
Herman F Koebergen, Materials Manager

A CON 02809A



CONTRACT AMENDMENT

Materials Management Procurement

9875 N 85th Ave , 2nd Fl

Peoria, AZ 85345

Telephone (623) 773-7115

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Solicitation No P09-0013

Page 2 of 2

Description Ultraviolet Disinfection System Parts

Amendment No One (1)

Date 11/24/09

Buyer Christine Finney

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

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

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

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

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

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

This contract is subject to the provisions of ARS §38-511, the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No: **P09-0013**

Bid Due Date: ~~December 30, 2008~~ *January 6, 2009*

Materials and/or Services: **Ultraviolet Disinfection System Parts**

Time: 2:00 P.M. AZ Time

Contact: **Christine Finney**

Location: City of Peoria, Materials Management

Phone: (623) 773-7115

Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the invitation for bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the entire Invitation for Bid Package.

OFFER

To the City of Peoria:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202)

For clarification of this offer contact:

Name: Catherine Frost

Telephone: 925-947-6733 Fax: 925-947-6784

DC Frost Associates, Inc.

Catherine M. Frost

Company Name

Authorized Signature for Offer

2855 Mitchell Drive, Suite 215

Catherine M. Frost

Address

Printed Name

Walnut Creek CA 94598

Office Manager

City State Zip Code

Title

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

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

City of Peoria, Arizona.

Eff. Date: 2/3/09

Approved as to form:

Ellen Van Riper
Ellen Van Riper, Assistant City Attorney

CC

Stephen M. Kemp
Stephen M. Kemp, City Attorney

CCN 028097
Contract Number

Awarded on 2/2/09

Official File

Herman F. Koebergen
Herman F. Koebergen, Materials Manager





INVITATION FOR BID

INSTRUCTIONS TO BIDDER

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF BID:

- a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid. Telegraphic (facsimile) or mailgram bid withdrawals will not be considered.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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



STANDARD TERMS AND CONDITIONS

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Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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

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

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
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Phone: (623) 773-7115
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purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- 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 out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
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23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
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35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
37. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0013

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Ultraviolet Disinfection System Parts**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price Term Indefinite Quantity
7. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
8. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
9. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
10. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
11. **Shipping Terms:** Prices shall be *F.O.B. Destination* to any location in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
12. **Delivery:** Delivery shall be made within fifteen (15) days of receipt of a purchase order.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0013

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

13. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
14. **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.
15. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
16. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
17. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
1. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0013

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

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

19. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0013

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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

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

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

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

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

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

22. **Independent Contractor:**

a. General

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

b. Liability

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

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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0013

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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c. Other Benefits

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

23. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
24. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.
25. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.
- No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
26. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
27. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
28. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0013

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

29. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
30. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. 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.
31. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
32. **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.
33. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
34. **Demonstration Models:** All vendors are hereby notified that demonstration units of the equipment offered shall be available in Phoenix. The City of Peoria, Materials Management Division must arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.
35. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
36. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
37. **Confidential Information:**



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0013

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
38. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
39. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
40. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
41. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0013

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-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, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.
42. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.



SPECIFICATIONS

Solicitation Number: P09-0013

**Materials Management
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I. INTENT

The City of Peoria, Utilities Department, Wastewater Collections and Treatment Division has an on going requirement for Ultraviolet Disinfection Systems Parts to be used at our Wastewater Plants at various location through out the City. These parts are stocked by the Wastewater plants to meet maintenance needs as required. It is the City's intent to contract for these parts.

II. SPECIFICATIONS

All parts must be compatable and be interchangeable with the following systems:

- Trojan 3000plus system
- Trojan 4000 system
- Trojan UVPhox system
- Trojan On line UVT system

The State of Arizona requires that all discharges from the plant treatment processes be disinfected and that spare parts are available for emergency repairs at all times. The UV system is critical to the plant operation in that it is in service 24 hours per day 365 days per year and must perform as designed at all times.

The specific parts required for each Water Reclamation Facility (locations listed below) are listed on the Price Sheet portion of this solication.

Beardsley WRF	19980 N. 111th Ave.	Peoria, AZ 85382
Jomax WRF	12483 W. Jomax Rd.	Peoria, AZ 85383
Butler WRF	8660 N. 79th Ave.	Peoria, AZ 85345

The vendor must provide disposal services, to a qualified factory, for lamps that must be disposed of.

III. CONTRACT TERM

This is a one (1) year contract with optional extensions as stated in the Special Terms and Conditions, Paragraph 8 & 9, Page 9. The quantities shown on the price sheet are estimated quantities as stated in the Special Terms and Conditions, Paragraph 25, Page 13. These are estimated annual usage quantities. Orders for these items will be placed over the term of the contract, not in one lump sum.

IV. DELIVERY

Prices shall be F.O.B. Destination to the locations specified in the City of Peoria, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed.. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damages shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

Delivery shall be made within fifteen (15) calendar days of receipt of a purchase order.



SUBMITTAL REQUIREMENTS

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I. BID DUE DATE AND TIME:

Bids are due no later than 2:00 p.m. Arizona Time on ~~December 30, 2008~~ ^{January 6, 2009} and shall be delivered in a sealed package marked as follows:

IFB #: P09-0013, Ultraviolet Disinfection System Parts
Attention: Christine Finney, Buyer
Materials Management
Company Name

II. BID SUBMITTAL LOCATION:

Bids shall be submitted to the following location:

City of Peoria Materials Management
8314 West Cinnabar Avenue
Peoria, AZ 85345

III. ADDITIONAL INFORMATION:

All questions regarding this solicitation shall be submitted in writing no later than **forty eight (48) hours** prior to bid close to Christine Finney, Buyer at christine.finney@peoriaaz.gov or via fax at (623) 773-7118.

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



PRICE SHEET

Materials Management Procurement

Solicitation Number: P09-0013

8314 West Cinnabar Street
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Beardsley WRF – Trojan 4000 System Parts

Part No.	Description	Quantity	Unit	Unit Price	Ext Price
LAMP /SLEEVES/BALLAST					
441144-028	Lamp Assy, 24"	120	Each	\$ <u>280.00</u>	\$ <u>33,600.00</u>
441143-028	Sleeve Assy, 24"	24	Each	\$ <u>356.00</u>	\$ <u>8544.00</u>
490280	HF Ballast Replacement Kit	24	Each	\$ <u>858.00</u>	\$ <u>20,592.00</u>
914122	Replacement Fan for HF Ballast	1	Each	\$ <u>66.00</u>	\$ <u>66.00</u>
MODULE ASSEMBLY					
901206	Humidisorb dessicant pack	20	Each	\$ <u>25.00</u>	\$ <u>500.00</u>
Module Cover					
10089	Set screw (original equipment covers)	1	Each	\$ <u>0.50</u>	\$ <u>0.50</u>
442171	Snap fit spacer (original equipment covers)	1	Each	\$ <u>1.00</u>	\$ <u>1.00</u>
	<i>Current Cover Assemblies (Ref Product Bulletin PB</i>	1	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
442783-202	Module Cover Kit, pk of 2	1	Each	\$ <u>651.00</u>	\$ <u>651.00</u>
442783-402	Module Cover Kit, pk of 4	1	Each	\$ <u>1276.00</u>	\$ <u>1276.00</u>
Ballast Tray					
903372	Board, MCB 1-6 Lamp UV4E (OES 973)	10	Each	\$ <u>817.00</u>	\$ <u>8170.00</u>
912362	IC Tranceiver Chip (75176)	1	Each	\$ <u>19.00</u>	\$ <u>19.00</u>
441055-001	Lamp Plug Assembly - 11'	5	Each	\$ <u>32.00</u>	\$ <u>160.00</u>
903345	Wire Harness - Ballast - Module Brd 17"	1	Each	\$ <u>13.00</u>	\$ <u>13.00</u>
903349	Wire Harness - Ballast - Module Brd 31"	1	Each	\$ <u>13.00</u>	\$ <u>13.00</u>
903347	Wire Harness - Ballast - Module Brd 51"	1	Each	\$ <u>16.00</u>	\$ <u>16.00</u>
261110	Terminal Block, Ground 2CON 600V	1	Each	\$ <u>12.00</u>	\$ <u>12.00</u>
261106	Terminal Block, 25A 4CON 300V	1	Each	\$ <u>9.00</u>	\$ <u>9.00</u>
261109	Terminal Block, End Stop	1	Each	\$ <u>2.00</u>	\$ <u>2.00</u>
431044	Hose, 5/8" ID Push Loc	1 Ft	Each	\$ <u>4.00</u>	\$ <u>4.00</u>
442258	Seal, Cooling Head	1	Each	\$ <u>9.00</u>	\$ <u>9.00</u>
Hydraulics					
907175	Connector, 5/*" hose x 1/2NPT	1	Each	\$ <u>3.00</u>	\$ <u>3.00</u>
907130	Valve, Hyd. 2-way solenoid NC 24VDC	2	Each	\$ <u>176.00</u>	\$ <u>352.00</u>
907096	Nipple, Hex 1/4 NPT Brass	1	Each	\$ <u>2.00</u>	\$ <u>2.00</u>



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907097	Adapter 1/4 tube x 1/4 NPT Male	1	Each	\$ 12.00	\$ 12.00
907100	Fitting, 1/4 Tube x 3/8 NPT Male	1	Each	\$ 15.00	\$ 15.00
442157	Leg Isolator Assy	1	Each	\$ 186.00	\$ 186.00
907134	Tubing, clear 1/4" OD	1 Ft	Each	\$ 0.50	\$ 0.50
907132	Tubing, blue 1/4" OD	1 Ft	Each	\$ 1.00	\$ 1.00
907133	Tubing, red 1/4" OD	1 Ft	Each	\$ 1.00	\$ 1.00
445033-050	Wiper Assembly, 5.0" space	1	Each	\$ 432.00	\$ 432.00
445039	Wiper Seal Kit	1	Each	\$ 191.00	\$ 191.00
	<i>Contains:</i>				
445045	Seal, Wiper, Gen 3 Teflon Coated (Blue)	24	Each	\$ 42.00	\$ 1008.00
445032	Bearing, Wiper Seal (White Teflon)	24	Each	\$ 8.00	\$ 192.00
12013	Washer, #10 Flat Nylon	12	Each	\$ 9.50	\$ 6.00
10081	Screw, #10 32 X 3/8 Hex 316 SST (Fill Screw)	6	Each	\$ 1.00	\$ 6.00
445025	Valve Assy, Relief (pressure relief screw)	1	Each	\$ 17.00	\$ 17.00
445035	Ring, Retaining Wiper (SST)	1	Each	\$ 2.00	\$ 2.00
442427	Hydraulic Cylinder	1	Each	\$ 771.00	\$ 771.00
442077	Boot, Hydraulic Cylinder	12	Each	\$ No Bid	\$ No Bid
13037	Clamp 1-43/64"	36	Each	\$ No Bid	\$ No Bid
13121	Clamp 1-7/8"	1	Each	\$ No Bid	\$ No Bid
	<i>Other</i>				
442048	Sleeve Nut, UV 4000 Machined	1	Each	\$ 108.00	\$ 108.00
490083	Sleeve Nut, Tool	1	Each	\$ 60.00	\$ 60.00
442009	Snap Ring, Sleeve Nut	1	Each	\$ 4.00	\$ 4.00
442045	Snap Ring, UV4000 Cylinder Nut	1	Each	\$ 3.00	\$ 3.00
442044	Nut, Cylinder Mounting	1	Each	\$ 4.00	\$ 4.00
442419 442164	Hook Assembly, Module 304 SST	1	Each	\$ 584.00	\$ 584.00
	<i>Tools</i>				
901196	Wrench, Strap	1	Each	\$ 95.00	\$ 95.00
901216	Clamp Ear Type Oetiker Tool	1	Each	\$ No Bid	\$ No Bid
445024	Wiper Assy Tool	1	Each	\$ 480.00	\$ 480.00
901281	Lampholder Extraction Tool	1	Each	\$ 35.00	\$ 35.00

Not in Beardsley System of

Not in Beardsley system of



PRICE SHEET

Materials Management Procurement

Solicitation Number: P09-0013

8314 West Cinnabar Street
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POWER DISTRIBUTION CENTRE

903817	Board, Communication Control (requires configuration)	1	Each	\$ <u>1615.00</u>	\$ <u>1615.00</u>
912362	IC, RS485 Transceiver (75176)	1	Each	\$ <u>19.00</u>	\$ <u>19.00</u>
913563	ELPD, 500 VAC / 3P / 40 amp / 30 mA	1	Each	\$ <u>728.00</u>	\$ <u>728.00</u>
903326	Input Relay for Comm. Board	1	Each	\$ <u>38.00</u>	\$ <u>38.00</u>
903327	Output Relay for Comm. Board	1	Each	\$ <u>31.00</u>	\$ <u>31.00</u>
903361	Wire Harness, PDC - Module	1	Each	\$ <u>46.00</u>	\$ <u>46.00</u>

HYDRAULIC SYSTEM CENTRE

431018	Gauge, Pressure, 0-60 PSI, 2.5 diameter (coolant)	1	Each	\$ <u>38.00</u>	\$ <u>38.00</u>
907158	Gauge, Pressure, 0-600 PSI (hydraulic)	1	Each	\$ <u>35.00</u>	\$ <u>35.00</u>
907154	Valve, Check 1 1/4" NPT	1	Each	\$ <u>18.00</u>	\$ <u>18.00</u>
907147	Valve, Check 1/2" NPTF PVC	1	Each	\$ <u>38.00</u>	\$ <u>38.00</u>
444948-010	Hydraulic Switch Assembly	1	Each	\$ <u>431.00</u>	\$ <u>431.00</u>
444948-002	Coolant Switch Assembly (For 442427 Cylinders)	1	Each	\$ <u>480.00</u>	\$ <u>480.00</u>
444283	Pump, Cool 2HP/460V/60Hz/3ph	1	Each	\$ <u>915.00</u>	\$ <u>915.00</u>
901253	Glycol, 20L Pail (coolant)	1	Each	\$ <u>153.00</u>	\$ <u>153.00</u>
444883	Pump, Hydraulic 1HP/1/115/230	1	Each	\$ <u>2604.00</u>	\$ <u>2604.00</u>
444954	Hydraulic Retrofit Kit (need if replacing hyd. pump and	1	Each	\$ <u>525.00</u>	\$ <u>525.00</u>
907384	Filter Element, Hydraulic	2	Each	\$ <u>30.00</u>	\$ <u>60.00</u>
444295	Oil, Hydraulic Low Viscosity, 20L Pail (Tellus 15)	1	Each	\$ <u>131.00</u>	\$ <u>131.00</u>

SENSOR

415041-001	Probe Assembly, 93" long	1	Each	\$ <u>2557.00</u>	\$ <u>2557.00</u>
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SYSTEM CONTROL CENTER PARTS

	Allen Bradley SLC 5/03	1	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
905007	Analyzer	1	Each	\$ <u>3417.00</u>	\$ <u>3417.00</u>

MODULE REMOVAL MECHANISM

411240	Rope Assy w/stop MRM, 190" long-	1	Each	\$ <u>1018.00</u>	\$ <u>1018.00</u>
411111	Hoist Assembly w/pressure roller, 110 V (DC)	1	Each	\$ <u>6984.00</u>	\$ <u>6984.00</u>
411084	Motor & Grooved Roller (Hoist Assy Part)	1	Each	\$ <u>5099.00</u>	\$ <u>5099.00</u>
417534	Motor only (Hoist Assy Part)	1	Each	\$ <u>2753.00</u>	\$ <u>2753.00</u>
490154	Controller & Pendant (Hoist Assy Part)	1	Each	\$ <u>1265.00</u>	\$ <u>1265.00</u>
912764	Pendant only (Hoist Assy Part)	1	Each	\$ <u>157.00</u>	\$ <u>157.00</u>



PRICE SHEET

Materials Management Procurement

Solicitation Number: P09-0013

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LEVEL SENSOR					
411821	Level Sensor Kit	1	Each	\$ <u>2403.00</u>	\$ <u>2403.00</u>
	<i>Consists of:</i>				
903240	Level Sensor , Low/High 120V	1	Each	\$ <u>1006.00</u>	\$ <u>1006.00</u>
903272	T-clip, wire fastener	1	Each	\$ <u>3.00</u>	\$ <u>3.00</u>
411306	Block	1	Each	\$ <u>240.00</u>	\$ <u>240.00</u>
10035	Washer, split 1/4"	1	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
11017	Nut, 1/4-20	1	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
10072	Bolt, 1/4-20	1	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
10034	Washer, 1/4" flat	1	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
903287	Conduit, 1/2"				
	<i>Replacement parts for 903240 Level Sensor:</i>				
903957-006	Electrode, 1/4" x 6ft with sheath	1	Each	\$ <u>104.00</u>	\$ <u>104.00</u>
903384	Electrode 1/4" x 6ft, without sheath	1	Each	\$ <u>90.00</u>	\$ <u>90.00</u>
912179	Board, 120V Low level relay	1	Each	\$ <u>211.00</u>	\$ <u>211.00</u>
912222	Board, 120V High level relay	1	Each	\$ <u>211.00</u>	\$ <u>211.00</u>
	MISCELLANEOUS				
906002	Face Sheild, UV Protection	1	Each	\$ <u>48.00</u>	\$ <u>48.00</u>
906006	Vinyl Goves, Disposable	1	Each	\$ <u>0.50</u>	\$ <u>0.50</u>
Total - Beardsley WRF - Trojan 4000 System Parts					\$ <u>113,699.50</u>

Does not
require replacement
of



PRICE SHEET

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Jomax WRF – Trojan 3000 Plus System Parts

Part No.	Description	Quantity	Unit	Unit Price	Ext Price
LAMP /SLEEVES/BALLAST					
302509	Lamp, Amalgam	120	Each	\$ <u>204.00</u>	\$ <u>24,480.00</u>
316136	Sleeve, quartz	30	Each	\$ <u>82.00</u>	\$ <u>2460.00</u>
316144	O-ring, sleeve sealing	20	Each	\$ <u>0.50</u>	\$ <u>10.00</u>
316145	O-ring, sleeve support	20	Each	\$ <u>0.50</u>	\$ <u>10.00</u>
901376	Spring, SS Compression	5	Each	\$ <u>2.00</u>	\$ <u>10.00</u>
914182	Ballast Replacement Kit	20	Each	\$ <u>591.00</u>	\$ <u>11,820.00</u>
MODULE ASSEMBLY					
901266	Dessicant Packs	1	Each	\$ <u>0.50</u>	\$ <u>0.50</u>
<i>Ballast Tray</i>					
912356-001	Board, Module Control	7	Each	\$ <u>158.00</u>	\$ <u>1106.00</u>
912362	IC Tranceiver Chip (75176)	2	Each	\$ <u>19.00</u>	\$ <u>38.00</u>
302839-096	Plug Assembly, 6P 16AWG 8ft	2	Each	\$ <u>60.00</u>	\$ <u>120.00</u>
316182	Pressure Cone	2	Each	\$ <u>5.00</u>	\$ <u>10.00</u>
	Module Power Cable - Ballast Connection Parts	2	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
912183	Socket, 19A 18-14AWG	2	Each	\$ <u>1.00</u>	\$ <u>2.00</u>
912181	Connector, Cap 6pos	2	Each	\$ <u>2.00</u>	\$ <u>4.00</u>
912180	Connector, Plug 6pos	2	Each	\$ <u>2.00</u>	\$ <u>4.00</u>
912182	Pin, 19A 18-14AWG	2	Each	\$ <u>2.00</u>	\$ <u>4.00</u>
912193	Large Pin Extraction Tool	2	Each	\$ <u>71.00</u>	\$ <u>142.00</u>
328023	Wire Harness, Mod Pri 4BL	2	Each	\$ <u>18.00</u>	\$ <u>36.00</u>
328024-001	Wire Harness, Mod Sec 21"	2	Each	\$ <u>9.00</u>	\$ <u>18.00</u>
328024-002	Wire Harness, Mod Sec 40"	2	Each	\$ <u>12.00</u>	\$ <u>24.00</u>
328024-003	Wire Harness, Mod Sec 60"	2	Each	\$ <u>16.00</u>	\$ <u>32.00</u>
328024-004	Wire Harness, Mod Sec80"	2	Each	\$ <u>19.00</u>	\$ <u>38.00</u>
328079	Wire Harness Mod Pwr C	2	Each	\$ <u>20.00</u>	\$ <u>40.00</u>
316479	Seal, end cap ballast enclosure	2	Each	\$ <u>10.00</u>	\$ <u>20.00</u>



PRICE SHEET

Materials Management Procurement

8314 West Cinnabar Street
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Solicitation Number: P09-0013

Module Leg							
302832	Plug, 1-38"ID locking unvented	2	Each	\$ 0.50	\$ 1.00 ^{1.00}		
316143	Expansion bolt	2	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>		
316141	Isolator plug	2	Each	\$ 3.00	\$ 6.00		
012015	Squash plate, nylon	2	Each	\$ 2.00	\$ 4.00		
302394	Nut, brass hex	2	Each	\$ 0.50	\$ 1.00		
316174	Grommet, rubber 3/16	2	Each	\$ 0.50	\$ 1.00		
002229	Bushing, tube leg	2	Each	\$ 1.00	\$ 2.00		
316135-060	Lampholder, Amalgan	5	Each	\$ 28.00	\$ 140.00		
Lamp-Ballast Connection Parts							
912165	Socket, 9.5A 20-16 AWG Mini	5	Each	\$ 0.50	\$ 2.50		
912166	Connector, Cap 9POS Mini	5	Each	\$ 2.00	\$ 10.00		
912196	Connector, Plug 9POS Mini	5	Each	\$ 3.00	\$ 15.00		
912194	Pin, 9.5A 20-16AWG Min	5	Each	\$ 0.50	\$ 2.50		
913028	Socket, 9.5A 20-16 AWG Mini	5	Each	\$ 0.50	\$ 2.50		
912192	Small Pin Extraction Tool	2	Each	\$ 39.00	\$ 78.00		
				\$	\$		
316148	Sleeve cup nut	2	Each	\$ 3.00	\$ 6.00		
Wiper System							
326411	Hydraulic Cylinder	2	Each	\$ 371.00	\$ 742.00		
326399	Grease Nipple	2	Each	\$ 15.00	\$ 30.00		
010301	Vent Screw	2	Each	\$ 0.50	\$ 1.00		
005068	Grease Kit	2	Each	\$ 72.00	\$ 144.00		
<i>Includes:</i>							
005067	Grease Gun (1)	2	Each	\$ 71.00	\$ 142.00		
005066	Grease, Food Grade (1)	5	Each	\$ 19.00	\$ 95.00		
010301	Vent Screw (5)	2	Each	\$ 0.50	\$ 1.00		
110145	Hex key (1)	2	Each	\$ 1.00	\$ 2.00		
331005	Rust inhibitor, Safeguard M-1 (for hydraulic hose fittings)	2	Each	\$ 24.00	\$ 48.00		
327039	Seal Kit (for stainless steel canisters)	10	Each	\$ 30.00	\$ 300.00		
<i>Includes:</i>							
327022	Canister washer (4)	10	Each	\$ 2.00	\$ 20.00		
327017	Wiper Seal Spacer (2)	10	Each	\$ 2.00	\$ 20.00		



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327021	Wiper Seal (2)	10	Each	\$ <u>23.00</u>	\$ <u>230.00</u>
327029	Wiper Seal Spring (2)	10	Each	\$ <u>0.50</u>	\$ <u>5.00</u>
327030	Viton Tubing (4")	10	Each	\$ <u>1.00</u>	\$ <u>10.00</u>
327043	Snap Ring (2)	10	Each	\$ <u>1.00</u>	\$ <u>10.00</u>
327122	Seal Kit (for plastic canisters)	5	Each	\$ <u>38.00</u>	\$ <u>190.00</u>
	<i>Includes:</i>				
327021	Wiper Seal (2)	5	Each	\$ <u>23.00</u>	\$ <u>115.00</u>
327017	Wiper Seal Spacer (2)	5	Each	\$ <u>2.00</u>	\$ <u>10.00</u>
327029	Wiper Seal Spring (2)	5	Each	\$ <u>0.50</u>	\$ <u>2.50</u>
327118	Wiper Canister O-ring (2)	5	Each	\$ <u>1.00</u>	\$ <u>5.00</u>
327030	Viton tubing (4")	5	Each	\$ <u>1.00</u>	\$ <u>5.00</u>
327774	Seal Replacement Instruction (1)	5	Each	\$ <u>No charge</u>	\$ <u>N/C</u>
327066	Fitting, Inter-wiper 90deg.	20	Each	\$ <u>3.00</u>	\$ <u>60.00</u>
327027	Fitting, Inter-wiper straight	20	Each	\$ <u>2.00</u>	\$ <u>40.00</u>
327096	Pressure Injector	2	Each	\$ <u>220.00</u>	\$ <u>440.00</u>
901507	Acti-clean gel	2	Each	\$ <u>95.00</u>	\$ <u>190.00</u>
	SENSOR				
015229	Sensor Assy	2	Each	\$ <u>980.00</u>	\$ <u>1960.00</u>
015239	Sleeve, Sensor	2	Each	\$ <u>93.00</u>	\$ <u>186.00</u>
	POWER DISTRIBUTION CENTRE				
931039-002	Communication Board Kit	10	Each	\$ <u>2142.00</u>	\$ <u>21,420.00</u>
791309	Fuse, Communication Board	2	Each	\$ <u>6.00</u>	\$ <u>12.00</u>
912519	Maxim Chip, Communication Board	2	Each	\$ <u>75.00</u>	\$ <u>150.00</u>
912706	Relay Board	2	Each	\$ <u>178.00</u>	\$ <u>356.00</u>
912708	Fuse, Relay Board	2	Each	\$ <u>8.00</u>	\$ <u>16.00</u>
903794	Module, Digital Input	2	Each	\$ <u>19.00</u>	\$ <u>38.00</u>
	HYDRAULIC SYSTEM CENTRE				
931012-120	Board, HCB 120V	2	Each	\$ <u>2331.00</u>	\$ <u>4662.00</u>
912519	IC, Maxim	2	Each	\$ <u>75.00</u>	\$ <u>150.00</u>
912705	Fuse, HSC Board	2	Each	\$ <u>8.00</u>	\$ <u>16.00</u>
326042	Pump, HSC 4PGM 115/60	2	Each	\$ <u>1923.00</u>	\$ <u>3846.00</u>



PRICE SHEET

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
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Solicitation Number: P09-0013

326104	Filter Assy	5	Each	\$ 60.00	\$ 300.00
444295	Hydraulic Oil	2	Each	\$ 131.00	\$ 262.00
444948-009	Switch, Cal Hyd 60-250psi	2	Each	\$ 431.00	\$ 862.00
326044	Bleeder Hose	2	Each	\$ 40.00	\$ 80.00
903794	Module, Digital Input	2	Each	\$ 19.00	\$ 38.00
903795	Module, Digital Output	2	Each	\$ 31.00	\$ 62.00
SYSTEM CONTROL CENTER					
903919	HMI, PV 600	2	Each	\$ 4971.00	\$ 9942.00
903952	Processor, SLC 5/04	2	Each	\$ 3317.00	\$ 6634.00
903501	Power Supply, SLC	2	Each	\$ 725.00	\$ 1450.00
LEVEL SENSOR					
903262	Level Sensor Kit, Low <i>Consists of:</i>	2	Each	\$ 803.00	\$ 1606.00
303911	Wall Mouting Bracket	2	Each	\$ 17.00	\$ 34.00
903237	Level Sensor, Low	2	Each	\$ 758.00	\$ 1516.00
903272	T-Clip	2	Each	\$ 3.00	\$ 6.00
903264	Support Assy <i>Replacement parts for 903237</i>	2	Each	\$ 76.00	\$ 152.00
903957-002	Electrode, 1/4" x 2ft with sheath	2	Each	\$ 53.00	\$ 106.00
912179	Board, 120V Low level relay	2	Each	\$ 211.00	\$ 422.00
MISCELLANEOUS					
906002	Face Shield, UV Protection	2	Each	\$ 48.00	\$ 96.00
906006	Vinyl Gloves, Disposable	2	Each	\$ 0.50	\$ 1.00
309438	Sling, Lifting	2	Each	\$ 862.00	\$ 1724.00
Photometer Spare Parts:					
905036 P19310	100% T Solution	2	Each	\$ 38.00	\$ 76.00
P19311	Cuvette Cleaning Solution	2	Each	\$ 79.00	\$ 158.00
P19314	Quartz Cuvette, Photometer	2	Each	\$ 142.00	\$ 284.00
Total - Jomax WRF - Trojan 3000 Plus System Parts					\$102,180.50



PRICE SHEET

Materials Management Procurement

Solicitation Number: P09-0013

8314 West Cinnabar Street
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Butler WRF - UVPhox System Parts

Part No.	Description	Quantity	Unit	Unit Price	Ext Price
LAMP /SLEEVES/BALLAST					
794447-0YW	Lamp,	268	Each	\$ <u>255.00</u>	\$ <u>68,340.00</u>
793024	Sleve, Quartz	72	Each	\$ <u>92.00</u>	\$ <u>6624.00</u>
903988-001	Ballast	142	Each	\$ <u>591.00</u>	\$ <u>83,922.00</u>
CHAMBER ASSEMBLY					
<i>Encap Assembly</i>					
793908	Service Endcap	2	Each	\$ <u>479.00</u>	\$ <u>958.00</u>
13198	Latch, service endcap	2	Each	\$ <u>6.00</u>	\$ <u>12.00</u>
793729	O-ring, 32.235 ID, Endcap	12	Each	\$ <u>26.00</u>	\$ <u>312.00</u>
796005	Lampholder Assembly <i>Consists of:</i>	2	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
794395	Cylinder, Mag Drive	2	Each	\$ <u>5125.00</u>	\$ <u>10,250.00</u>
002211-239F	O-ring, 3.625" ID x 0.139" (Gland Plate for Cylinder)	2	Each	\$ <u>3.00</u>	\$ <u>6.00</u>
002211-235F	O-ring, 3.125" ID x 0.139" (Gland Plate for Cylinder)	2	Each	\$ <u>2.00</u>	\$ <u>4.00</u>
013217	Retaining Ring, 2-5/8" INTL (Gland Plate for Cylinder)	2	Each	\$ <u>38.00</u>	\$ <u>76.00</u>
794568	Home Switch Assy	2	Each	\$ <u>543.00</u>	\$ <u>1086.00</u>
792931	Washer, sleeve support	2	Each	\$ <u>3.00</u>	\$ <u>6.00</u>
792930	O-ring, sleeve support	2	Each	\$ <u>1.00</u>	\$ <u>2.00</u>
793860	Sleeve Bolt, 28mm	2	Each	\$ <u>24.00</u>	\$ <u>48.00</u>
794486	Spring, compression	2	Each	\$ <u>10.00</u>	\$ <u>20.00</u>
794593	Wiper Plate Assy <i>Consists of:</i>	2	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
794413	Bushing, wiper plate weldment	2	Each	\$ <u>113.00</u>	\$ <u>226.00</u>
013217	Retaining ring, 2 -5/8" INTL	2	Each	\$ <u>38.00</u>	\$ <u>76.00</u>
794146	Holder, wiper sleeve 28mm split	2	Each	\$ <u>4.00</u>	\$ <u>8.00</u>
794432	Wiper seal, viton 28mm	2	Each	\$ <u>8.00</u>	\$ <u>16.00</u>
794596	Stop Plate Assy <i>Consists of:</i>	2	Each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
792942	Bushing, sleeve holder	2	Each	\$ <u>7.00</u>	\$ <u>14.00</u>
794717	Hydraulic Pump Assy	1	Each	\$ <u>5720.00</u>	\$ <u>5720.00</u>



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Consists of:

444913-030	Switich, pressure adj 150-650 psi	1	Each	\$ <u>105.00</u>	\$ <u>105.00</u>
907555	Pump, .327 GPM Uni Hyd 24VDC	1	Each	\$ <u>526.00</u>	\$ <u>526.00</u>

POWER DISTRIBUTION CENTER

931037	Board, P80 CCB	2	Each	\$ <u>2211.00</u>	\$ <u>4422.00</u>
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TRAIN ASSEMBLY

794352	Level Sensor Assy, 1"	2	Each	\$ <u>3008.00</u>	\$ <u>6016.00</u>
907606-004	Oil, Naturelle HFM46 (4L)	2	Each	\$ <u>103.00</u>	\$ <u>206.00</u>

794246-002	Air Vent Kit, 2"	1	Each	\$ <u>10,319.00</u>	\$ <u>10,319.00</u>
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Consists of:

794099-002	Valve, 2" NPT Air/ Vacuum	1	Each	\$ <u>4675.00</u>	\$ <u>4675.00</u>
794255-091	2" Nipple/Flange Wldt	1	Each	\$ <u>270.00</u>	\$ <u>270.00</u>
794140-002	Flange Gasket, 2" 150lb Full Face	1	Each	\$ <u>19.00</u>	\$ <u>19.00</u>

794142	Plug Kit, Sensor ECT	1	Each	\$ <u>136.00</u>	\$ <u>136.00</u>
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Consists of:

794118	DVGW Sensor Plug 1" BSPF	1	Each	\$ <u>136.00</u>	\$ <u>136.00</u>
002211-127	O-ring, 1.424ID	1	Each	\$ <u>1.00</u>	\$ <u>1.00</u>

SENSOR

015389-PX-S-510N	Sensor Assembly	1	Each	\$ <u>1697.00</u>	\$ <u>1697.00</u>
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TOOLS

901554	Sleeve Bolt Tool	1	Each	\$ <u>240.00</u>	\$ <u>240.00</u>
794316	Sleve Removal Tool	1	Each	\$ <u>222.00</u>	\$ <u>222.00</u>

MISCELLANEOUS

906002	Face Shield, UV Protection	2	Each	\$ <u>48.00</u>	\$ <u>96.00</u>
906006	Vinyl gloves, disposable	2	Each	\$ <u>0.50</u>	\$ <u>1.00</u>

Photometer Spare Parts:

905036 P19310	100% T Solution	2	Each	\$ <u>38.00</u>	\$ <u>76.00</u>
P19311	Cuvette Cleaning Solution	2	Each	\$ <u>79.00</u>	\$ <u>158.00</u>
P19314	Quartz Cuvette, Photometer	2	Each	\$ <u>142.00</u>	\$ <u>284.00</u>



PRICE SHEET

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Hach UVAS Spare Parts:

906032	Wiper kit, profile 50mm (20 / pkg)	2	Each	\$ <u>95.00</u>	\$ <u>190.00</u>
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Total - Butler WRF - UVPhox System Parts \$ 207,521.00



PRICE SHEET

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Jomax & Beardsley WRF - Online UVT System Parts

Part No.	Description	Quantity	Unit	Unit Price	Ext Price
905158	CPU Module (purchased/calibrated with sensor module)	2	Each	\$ <u>2389.00</u>	\$ <u>4778.00</u>
905159	Sensor Module (purchased/calibrated with cpu module)	2	Each	\$ <u>5572.00</u>	\$ <u>11,144.00</u>
905239	O-ring Kit (sensor module)	5	Each	\$ <u>2.00</u>	\$ <u>10.00</u>
905018	Desiccant Tray Kit with Foot Valve	5	Each	\$ <u>146.00</u>	\$ <u>730.00</u>
905093	Power Supply Module	2	Each	\$ <u>2633.00</u>	\$ <u>5266.00</u>
905019	Quartz Flow Head Assembly	2	Each	\$ <u>616.00</u>	\$ <u>1232.00</u>
905119	T-Strainer Assy (for Quartz Flow Head)	2	Each	\$ <u>140.00</u>	\$ <u>280.00</u>
002156	O-ring, rectangular for t-strainer	2	Each	\$ <u>2.00</u>	\$ <u>4.00</u>
905126	T-Strainer Screen, Replacement for Quartz Flow Head	2	Each	\$ <u>9.00</u>	\$ <u>18.00</u>
905050	Quartz Cuvette, Threaded	5	Each	\$ <u>112.00</u>	\$ <u>560.00</u>
905248	Washer, flat silicone (red) for quartz cuvette	5	Each	\$ <u>4.00</u>	\$ <u>20.00</u>
905098	Flow Switch Assembly (switches pump off under no flow conditions)	2	Each	\$ <u>306.00</u>	\$ <u>712.00</u>
905010	Tubing Kit (Tubing Only)	5	Each	\$ <u>311.00</u>	\$ <u>1555.00</u>
905118	Tubing Kit with fittings	5	Each	\$ <u>699.00</u>	\$ <u>3495.00</u>
905117	Pump Module (c/w clamps) - replaces Gen 3 pump	5	Each	\$ <u>669.00</u>	\$ <u>3345.00</u>
905160	Valve assy, 3-way - (purchased in replacing Gen3 pump with new pump module 905117)	5	Each	\$ <u>575.00</u>	\$ <u>2875.00</u>
905143	Pump Head Kit (for pump 905117)	5	Each	\$ <u>363.00</u>	\$ <u>1815.00</u>
905068	Pump Tubing Kit (for pump 905117)	5	Each	\$ <u>17.00</u>	\$ <u>85.00</u>
905074	Cleaning Solution Kit (consists of quick-connect line, cap and hose to connect to the cleaning solution bottle)	5	Each	\$ <u>163.00</u>	\$ <u>815.00</u>
905129	Coupler Assembly, Quick Connect (used to couple the source tubing; consists of male & barbed connectors for the 3/16" tubing)	5	Each	\$ <u>92.00</u>	\$ <u>460.00</u>
905004	100% UVT Solution, 4x4 Litres	2	Each	\$ <u>152.00</u>	\$ <u>304.00</u>
905036	Solution, 100% UVT 1x4 litres	2	Each	\$ <u>38.00</u>	\$ <u>76.00</u>
Total - Jomax & Beardsley - Online UVT System Parts					\$ <u>39,579.00</u>



PRICE SHEET

**Materials Management
Procurement**

Solicitation Number: P09-0013

8314 West Cinnabar Street
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Pricing Summary

Beardsley WRF – Trojan 4000 System Parts	p. 22	\$ <u>113,699.50</u>
Jomax WRF – Trojan 3000 Plus System Parts	p. 26	\$ <u>102,180.50</u>
Butler WRF - UVPhox System Parts	p. 29	\$ <u>207,521.00</u>
Jomax & Beardsley WRF - Online UVT System	p. 30	\$ <u>39,579.00</u>
		\$ <u>462,980.00</u>
	Subtotal	
	Tax (<u>8.10 %</u>)	\$ <u>37,501.38</u>
	Grand Total	\$ <u>500,481.38</u>

The City requires delivery fifteen (15) days ARO

Vendor offers delivery 15 days ARO

Estimated Quantities: This price sheet references quantities as a general indication of the approximate annual needs of the City. The quantities shown are estimates only and the City reserve the right to increase or decrease quantities actually acquired.

Orders for these items will be placed over the term of the contract, not in one lump sum.

Award shall be based on Grand Total amount



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P09-0013

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references whom the Materials Management Division may contact:

1. Company: City of Santa Rosa
 Contact: Jama Giammona Phone: 707-543-3411
 Address: 4300 Llano Road
Santa Rosa, CA 95407
 Project Name: Laguna Treatment Plant
 Project Description: Trojan UV4000E
 Project Cost: _____

2. Company: City of San Diego
 Contact: Richard Thiele Phone: 619-428-7315
 Address: 2411 Dairy Mart Road
San Diego, CA 92154
 Project Name: South Bay Water Reclamation Plant
 Project Description: Trojan UV4000E
 Project Cost: _____

3. Company: City of Lodi
 Contact: Del Kerlin Phone: 209-333-6740
 Address: 1275 N. Thornton Road
Lodi, CA 95242
 Project Name: White Slough WPCP
 Project Description: Trojan UV3000Plus
 Project Cost: _____



QUESTIONNAIRE

Materials Management Procurement

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8314 West Cinnabar Street
Peoria, Arizona 85345-6560
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Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Terms or Specifications:



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P09-0013

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Attach a copy of your Business License to your bid submittal.



QUESTIONNAIRE

Materials Management Procurement

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8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

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

December 23, 2008

Ray Trahan
City of Peoria
8401 W. Monroe Street
Peoria, AZ
85345

Dear Mr. Trahan

RE: Trojan System UV4000™ Replacement Parts

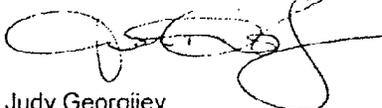
In the Engineered Submittal Package for the Trojan System UV4000™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, it is recommended that specialized system components be purchased and contracted from DC Frost a wholly-owned subsidiary of The Coombs-Hopkins Co., who is the Trojan authorized representative for the state of Arizona. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on the customer.

If you have any questions regarding this matter, or require any additional information please do not hesitate to contact me.

Best regards,
TROJAN TECHNOLOGIES, INC.



Judy Georgijev
Municipal Territory Representative

Cc: Catherine Frost



December 23, 2008

Ray Trahan
City of Peoria
8401 W. Monroe Street
Peoria, AZ
85345

Dear Mr. Trahan

RE: Trojan System UV3000Plus™ Replacement Parts

In the Engineered Submittal Package for the Trojan System UV3000Plus™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, it is recommended that specialized system components be purchased and contracted from DC Frost a wholly-owned subsidiary of The Coombs-Hopkins Co., who is the Trojan authorized representative for the state of Arizona. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

If you have any questions regarding this matter, or require any additional information please do not hesitate to contact me.

Best regards,
TROJAN TECHNOLOGIES, INC.

A handwritten signature in black ink, appearing to read "Judy Georgijev", written in a cursive style.

Judy Georgijev
Municipal Territory Representative

Cc: Catherine Frost



December 23, 2008

Ray Trahan
City of Peoria
8401 W. Monroe Street
Peoria, AZ
85345

Dear Mr. Trahan

RE: Trojan System UVPhox™ Replacement Parts

In the Engineered Submittal Package for the Trojan System UVPhox™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, it is recommended that specialized system components be purchased and contracted from DC Frost a wholly-owned subsidiary of The Coombs-Hopkins Co., who is the Trojan authorized representative for the state of Arizona. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

If you have any questions regarding this matter, or require any additional information please do not hesitate to contact me.

Best regards,
TROJAN TECHNOLOGIES, INC.

A handwritten signature in black ink, appearing to read "Judy Georgijev". The signature is fluid and cursive, written over a white background.

Judy Georgijev
Municipal Territory Representative

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

TL U022 DATE 11-17-2008

PRODUCER
 PROFESSIONAL INS ASSOC, INC/PHS
 141078 P: (866) 467-8730 F: (877) 905-0457
 PO BOX 33015
 SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 COOMBS-HOPKINS COMPANY & DC FROST ASSOCIATES
 5411 AVENIDA ENCINAS STE 250
 CARLSBAD CA 92008

INSURER A: Hartford Casualty Ins Co
 INSURER B: The Hartford Ins Group
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57 SBA AT9296	02/01/08	02/01/09	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE \$4,000,000
					PRODUCTS - COMP/OP AGG \$Excluded
A	AUTOMOBILE LIABILITY	57 SBA AT9296	02/01/08	02/01/09	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57 WEC TL6813	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificated holder is an Additional Insured per the Business Liability Coverage Form SS0008.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

A

CANCELLATION

CITY OF PEORIA
 MATERIALS MANAGEMENT PROCUREMENT
 ATTN: CHRISTINE FINNEY
 8314 W CINNABAR AVE
 PEORIA, AZ, 85345

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

