



City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No **P09-0017** Proposal Due Date **December 2, 2008**
 Materials and/or Services **Laboratory Technicians Temporary Services** Proposal Time **5 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 proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

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

For clarification of this offer contact

Name Noel Dougherty

Telephone 623 518 1388 Fax 623 518 1410

Aeritek Scientific
Company Name

Noel Dougherty
Authorized Signature for Offer

1850 N 46th Ave Suite 180
Address

NOEL DOUGHTY
Printed Name

Phoenix AZ 85037
City State Zip Code

Account Executive
Title

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

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

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

Attested by Mary Jo Klef
Mary Jo Klef, City Clerk

City of Peoria Arizona Effective Date 2/20/09

Approved as to form Ellen Van Riper Assistant City Attorney
Stephen M Kemp, City Attorney

CC _____

Contract Number **A CON 08309**

Contract Awarded Date 2/19/09

Official File _____

Herman Kobergen, Materials Manager



A 309 08309



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
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Phone (623) 773-7115
Fax (623) 773-7118

1 PREPARATION OF PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

12 AWARD OF CONTRACT

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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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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)



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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

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



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be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

- 11. INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
- 12. 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 a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon 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.



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- 16. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 17. FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, acts of terror, hate crimes affecting public order, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority, events or obstacles resulting from a governmental authority's response to the foregoing, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.
- Force majeure shall not include the following occurrences:
- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
 - Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- 18. RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 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



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contract Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties Additional warranty requirements may be set forth in the solicitation

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor If so returned, all costs are the responsibility of the Contractor The City may elect to do any or all
- a Waive the non-conformance
 - b Stop the work immediately
 - c Bring material into compliance
- This shall be accomplished by a written determination for the City
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications



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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).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number. P09-0017

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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 **Laboratory Technician Temporary Services**.
- 2 **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
- 3 **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
- 4 **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
- 5 **Cooperative Purchasing:** 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
- 7 **Term of Contract:** The term of any resultant contract shall commence upon award and shall remain in effect until all work required by the contractor is completed and accepted by the City. Work shall not commence until authorization to proceed is received from the City.
- 8 **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.
- 9 **Proposal Requirements:** Proposal Content and Submittal Requirements are outlined on Pages 18 – 19.
- 10 **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ**. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
- 11 **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a Project Understanding & Approach
 - b Firm's & Staff's Experience,
 - c Cost/Fee Proposal,
 - d Past/Similar Projects,
 - e Conformance to the Request for Proposals



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

- 12 **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
- 13 **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
- 14 **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
- 15 **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
- 16 **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
- 17 **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
- 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 and Professional Liability, 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.

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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number. P09-0017

Materials Management Procurement

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

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.

Any 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.

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

d Professional Liability

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



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- 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

- 1 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
- 11 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

- 1 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
- 11 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable

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

c Other Benefits

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



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- 23 **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions
- 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 **Confidential Information:**
- 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
- 25 **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
- 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 deliver the material and/or service
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor
- 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 **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



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29 **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,
- c Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor,
- d In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i Deduction from an unpaid balance,
 - ii Any combination of the above or any other remedies as provided by law.

30 **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a Transportation
 - i Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon
 - ii Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs)
- b Lodging and Meals
 - i Meals – three meals per day, at the current federal per diem rate for Maricopa County
 - ii Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

Solicitation Number P09-0017

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone (623) 773-7115

Fax (623) 773-7118

I. PURPOSE

The City of Peoria compliance Laboratory is seeking a firm to provide contract labor for a part time Laboratory Technician position. This position reports directly to the Environmental Quality Assurance Officer.

All work shall be performed strictly on a contract basis throughout the term of the contract.

The Contractor shall perform no less than two (2) reference checks on the employee to be assigned to work at the City of Peoria.

The Contractor shall provide the City with a copy of the Department of Motor Vehicles Driver's License Report on the employee to be assigned to work at the City of Peoria.

The City reserves the right to add and delete positions as the need arises.

City of Peoria personnel will train each individual per approved Standard Operating Procedures. The individual must perform and pass a performance evaluation (PE) test for each method of analysis prior to working independently.

II. LABORATORY TECHNICIAN JOB DESCRIPTION

The contractor employee assigned must meet the following job description:

A. GENERAL PURPOSE

Performs technician level laboratory duties associated with testing raw water, finished water, influent & effluent samples from City's wastewater reclamation facilities.

Under direct supervision of the Laboratory Director, employees of this class perform duties of a fairly well prescribed and routine nature in the laboratory analysis support of water and wastewater operations. Duties include preparing solutions, cleaning lab equipment, gathering samples, performing laboratory tests, and keeping daily records. An important aspect of this position is the attention to detail, accuracy and record keeping inherent in laboratory testing.

B. DISTINGUISHING CHARACTERISTICS

The primary function of an employee in this class is to perform technical duties in the sampling and chemical and bacteriological analyses of water samples, including raw and treated potable water, wastewater influent and effluent and industrial water samples. Sampling is done from the City's water treatment plant, reservoirs, distribution system, wastewater reclamation facilities, collections system and recharge systems.



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C ESSENTIAL DUTIES AND RESPONSIBILITIES

Provide excellent customer service to both internal and external customers Investigate water and wastewater customer complaints, Performs chemical and bacteriological sampling and analyses of water samples from the potable water treatment, wastewater treatment and industrial process water systems to determine compliance with applicable federal, state, county and City standards, Operates and maintains an analytical instrumentation according to federal, state, county rules and regulations Writing and maintain Standard Operating procedure for the chosen method to be used for analysis of various ions Maintain all records according to federal, state, county and City standards, Operates, maintains, and repairs laboratory equipment including, but not limited to, Ion Chromatograph, pH meter, turbidimeter, ultraviolet visible spectrophotometer, autoclave, microscope, oven, and related equipment, Collects samples from the distribution system, Peoria facilities, operators and industrial waste inspectors Ensure proper chain of custody and sample integrity is maintained, Records test results into computer spreadsheets and databases for analyses and record maintenance, Performs chemical and microbiological sampling and testing to evaluate and improve treatment plant processes, Performs chemical and microbiological sampling of new water treatment and wastewater treatment collection and distribution systems before being integrated into the City systems, Performs speciation of microbiological organisms found within the wastewater process, Maintains inventory records on laboratory equipment, chemicals, supplies, and hazardous chemicals and materials, Orders supplies as needed per City of Peoria procedures, Assists in preparing, maintaining, and distribution of laboratory reports for federal, state, and county permits and regulations, Regular attendance is an essential function of this job to ensure continuity, Cleans and maintains laboratory to required sanitary levels, Performs other related duties as required

D DESIRED MINIMUM QUALIFICATIONS

Knowledge of

Basic laboratory tests, techniques, procedures, equipment, and materials, Sample collection, preservation and analysis techniques for drinking water and wastewater, Some knowledge of water and wastewater treatment plant and well operations, working knowledge of principles and practices of environmental science, field sampling procedures and equipment and analytical methods, Principles of microbiology, organic, inorganic and analytical chemistry, Methods, equipment, materials, and standard procedures of chemistry, biology, bacteriology, and microbiology sampling, testing, and recording as related to municipal water and wastewater systems, Federal, state, county, City and other applicable standards for water quality, Use, care and maintenance of laboratory equipment, Federal (OSHA) regulations and City policies regarding safe work practices, including specific knowledge of safe laboratory policies and procedures

Ability to

Ability to thoroughly learn and perform proficiency test for the required permit tests, perform the necessary calculations, and fill out the associated worksheets accurately and in a timely manner Demonstrated ability to collect samples in such a way as to maintain their integrity and to ensure the validity of the testing Ability to work independently without direct supervision Ability to establish and maintain effective working relationships with other employees and the general public



SCOPE OF WORK

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Materials Management Procurement

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Training and Experience

A Bachelor's degree in Physical Science with coursework in Microbiology or Chemistry required. Ability to show or attain proficiency in instrumental analysis and speciation of microorganisms required. A valid Arizona driver's license and the ability to maintain insurability under the City's Vehicle Insurance Program. Experience with personal computers and associated software essential.

E PHYSICAL AND MENTAL DEMANDS

While performing the duties of this class, employees are regularly required to sit, walk or stand, talk or hear, both in person and by telephone, and use hands repetitively to operate, finger, handle or feel office equipment, operate a vehicle, and reach with hands and arms. Requires some field inspections and investigations that may include the moving of moderately heavy objects up to 25 to 50 pounds.

While performing the duties of this class, employees are regularly required to use written and oral communication skills, read and interpret data, information and documents, analyze and solve complex problems, use math and mathematical reasoning, perform work under changing, intensive deadlines on multiple concurrent tasks, work with constant interruptions, and interact with customers, community organization representatives and the public.

III. WORK HOURS

The primary work hours shall be weekends and holidays, however other timeframes may be needed and will be established on an as-needed basis.

IV. WORK LOCATION

The position is located at the Beardsley Road Water Reclamation Facility at 19980 North 111th Avenue.

V. FEE SCHEDULE

Provide an hourly rate for the position specified in the scope of work.



SUBMITTAL REQUIREMENTS

Solicitation Number P09-0017

Materials Management Procurement

8314 West Cinnabar Avenue
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- I. PROPOSAL FORMAT:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. The proposals should be submitted in the maximum length of 20 pages. Additional data support information will not be counted in the 20 page limit. **DO NOT BIND THE ORIGINAL COPY**
- II. PROPOSAL CONTENT:** The following items shall be addressed in the proposal submission. Failure to provide the requested information below may result in proposal rejection.
- A. Project Scope**
- Understanding of the Scope of Work
 - Plan and Method of Approach to accomplish the Scope of Work
 - Anticipated City Involvement (with this contract)
- B. Experience**
- Firm's Experience
 - Staff's Experience
 - Staff Assignments
 - Location of office performing the services
- C. References from Similar Projects**
- Three (3) Owner references from completed or ongoing projects within the last five (5) years (see page 20)
- D. Cost/Fee Proposal**
- Provide an hourly rate for the position specified in the scope of work
- E. Additional Data Support (optional)**
- Service Enhancements
 - Professional Affiliations
 - Detailed Resumes
- F. Exceptions**
- Any exceptions to any part of the RFP must be clearly noted and identified on form provided (see page 21)



SUBMITTAL REQUIREMENTS

Solicitation Number: P09-0017

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

- A Project Understanding & Approach
- B Firm's & Staff's Experience,
- C Cost/Fee Proposal,
- D Past/Similar Projects,
- E. Conformance to the Request for Proposals

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

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M., Arizona Time, on December 2, 2008.

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

City of Peoria
Materials Management
RFP# P09-0017, Laboratory Technician Temporary Services
8314 West Cinnabar
Peoria, Arizona 85345

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

All questions regarding this RFP should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail Christine.Finney@PeoriaAZ.gov

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



QUESTIONNAIRE

Solicitation Number P09-0017

**Materials Management
Procurement**

8314 West Cinnabar Avenue
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Please list a minimum of three (3) owner references whom the Materials Management Division may contact:

SEE ATTACHED PROPOSAL FOR FORMER CLIENTS

- 1 Company _____
Contact _____
Address _____
Phone _____

- 2 Company _____
Contact _____
Address _____
Phone _____

- 3 Company _____
Contact _____
Address _____
Phone _____



QUESTIONNAIRE

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Offeror is to indicate below any exceptions they have taken to the Terms and Conditions or Scope of Work

Per Best and Final Offer (BAFO) there are no exceptions taken.



QUESTIONNAIRE

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Solicitation Number. P09-0017

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

If yes, please provide details and documentation of the certification

AEROTEK
People Fit Perfectly.™

January 21, 2009

City of Peoria
Attn: Christine Finney
8401 W. Monroe St.
Peoria, AZ 85040

Dear Ms. Finney:

RE: City of Peoria Solicitation Number P09-0017
Laboratory Technicians Temporary Services

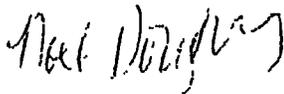
Aerotek has reviewed your requested revisions and has attached new pricing as one clear hourly rate for the specific Scope of Work.

We have also eliminated the proposed exceptions section and our final offer demonstrates this understanding

If you have any additional requests or questions please don't hesitate to contact me at 623-518-1388.

We appreciate this opportunity and are eager for your feedback.

With appreciation,



Noel Doughty
Account Manager

Enclosure

Best and Final Offer

RFP No. P09-0017
Laboratory Technicians Temporary Services
Presented to City of Peoria, AZ

Celebrating 25 Years of Service



Technical, Professional and Industrial Staffing Provider

Noel Doughty
Account Executive
1850 N. 95th. Ave. Suite 180
Phoenix, AZ 85037
623.518.1388
ndoughty@aerotek.com





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Aerotek is a member of the American Staffing Association.

Aerotek is an equal opportunity employer.

This document contains information that is privileged, confidential, and otherwise protected from disclosure to anyone other than its intended recipient(s). As a result, this information should not be disclosed, duplicated or used for any other purpose than to evaluate Aerotek. If a contract is awarded as a result of the submission of this document, any right to disclose, duplicate or use the data contained within this response, will be to the extent provided in the resulting agreement





Project Scope

Aerotek understands that City of Peoria is looking for a firm to provide contract labor for a part time Laboratory Technician position that would directly report to the Environmental Quality Assurance Officer. Aerotek will locate the candidate for this position through its engagement process known as the Perfect Fit® Program. Through the Perfect Fit Program we will also perform our reference checks and Department of Motor Vehicle Reports on the candidates. Our program includes five phases: Customer Analysis, Sourcing, Screening, Selection and Performance Monitoring.

Customer Analysis

To identify the right employee for your position and environment, we first analyze City of Peoria and then develop a profile. Each subsequent stage of our engagement process is based on this analysis. The components of Customer Analysis may include:

Customer Culture and Mission

Understanding City of Peoria's culture and mission tells us who you are and how we can be the perfect staffing partner to you. We communicate the importance of your history and values to the employee we place with you.

Current Program Cost Analysis

To gauge your current expenses, we evaluate your program. Our ability to control costs comes from locating a high-quality candidate quickly and correctly the first time.

Labor Market Analysis

To develop recruiting strategies that work best for your company, we look at a variety of factors including wage data, employment by industry and skill set, unemployment rates, average income and education levels.

Sample Labor Market Analysis

Occupational Data	Number	Density	Median Hourly Wage	
			Local	National
Assemblers	5,290	Below Average	\$11.09	\$11.63
Material Handlers	21,050	Average	\$10.47	\$10.20
Machinists	2,550	Average	\$19.60	\$16.71
Admin Assistants	12,450	Average	\$19.36	\$17.90
Customer Service Reps	18,710	Average	\$14.71	\$13.62

Work Environment Evaluation

To prepare an employee for the position, we observe your workplace and look at the advantages that make your company the place an employee wants to work. A Health & Safety tour may be required to evaluate safety records and conditions at no cost to your company.

Employee Shadowing

We observe an employee in a similar position to identify the attributes necessary for success within your company. This defines the qualities and characteristics our candidate will need to make a smooth transition and succeed in your business environment.

Requirement Qualification

We qualify the requirement with you by clarifying the description, start date, duration, salary, special skills or experience required. A thorough understanding of your request is imperative in our search for a perfect match.





Sourcing

To track and manage candidates, Aerotek uses Recruiter WorkSpace, our proprietary Web-based resume application. Every Aerotek recruiter has access to this database which contains more than 10 million records. RWS is populated using the following recruiting resources:

Local Sourcing

This is where City of Peoria's potential candidates live and work. We become active in the local community through:

- *Employee Referrals* We build relationships and encourage referrals from our contract employees.
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Niche Sourcing

We provide professional recruiters who are trained and dedicated to fulfilling requirements in one segment of a market. This focused recruiting allows us to become experts in the terminology, nuances and regulations of each segment.

- *Diversity Resources* We advertise in diverse publications and are often a sponsor, exhibitor or attendee at diversity conferences. We employ bilingual recruiters in pertinent markets.
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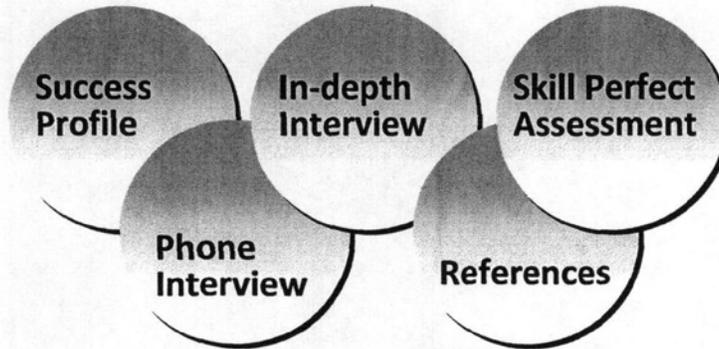
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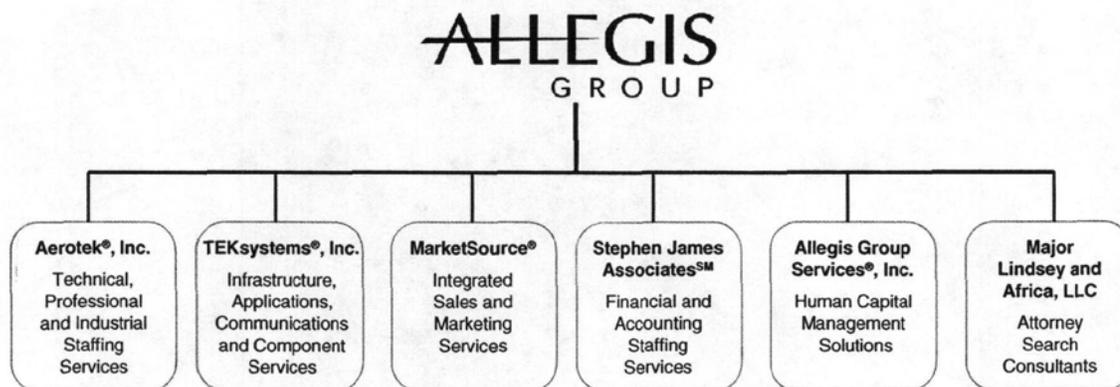
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Service

AeroteK's Parent Company – Allegis Group® Inc.

AeroteK is an operating company within Allegis Group, the largest staffing company in the United States with sales of \$5.6 billion in 2007 and a network of more than 250 offices globally. Allegis Group is comprised of several operating companies that AeroteK can partner with to effectively cover the entire spectrum of occupations, from laborers to skilled professionals.



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Derik has been with Aerotek for more than ten years with experience in recruiting, account management, and for the past two years he has been the Director of Business Operations for our West Valley office. Derik was promoted to DBO of this new office in the spring of 2006 and has been the driving force behind building relationships with companies throughout the West Valley.

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Laurel L. Montgomery
Quality Resource Supervisor
409 S. 104th Avenue
Tolleson, AZ 85353
623.936.8988

Reference # 3

Test America
Jo Ella Ramsey
A Division of Severn Trent Laboratories, Inc.
4645 East Cotton Center Blvd
Bldg 3, Suite 189
Phoenix, AZ 85040

Cost / Fee Proposal

Skill Sets	Bill Rate Range
All Job Positions	\$24.00





Conclusion

It is our hope that the information presented in this proposal has provided you with a clear understanding of how Aerotek can help you meet your staffing needs. We would like to thank you for considering us as a staffing vendor. As a leader in the staffing industry, we pledge to work harder for you by providing the quality *people* you need who *fit perfectly* into your workforce.

People. You are part of a consultative partnership that delivers industry focused expertise. Our employees have made a personal investment in your complete satisfaction and our success. Our *people* are the reason Aerotek exists today.

Fit. You will work with professionals who follow a proven engagement process, known as Aerotek's Perfect Fit Program. Our delivery model analyzes your goals and objectives while utilizing proprietary technology and niche recruiting to select an employee that is the right *fit* for you.

Perfectly. You should expect the highest level of performance when working with Aerotek. Our quality focus translates to a superior level of service. We measure our performance and, in turn, ensure the services we provide are delivered *perfectly*.

Should you have any questions or need additional information, please do not hesitate to call at any time.

Noel Doughty
Account Executive
623.518.1388
ndoughty@aerotek.com





City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

January 12, 2009

Aerotek Inc
Attn Noel Doughty
4657 E Cotton Gin Loop , Ste 200
Phoenix, AZ 85040

Dear Ms Doughty

RE: City of Peoria Solicitation Number P09-0017
Laboratory Technicians Temporary Services

The City of Peoria is reviewing your proposal for the above referenced solicitation. The following items are required to further evaluate your proposal

- Pricing Proposal Please reconsider your pricing proposal The City would prefer to see one clear hourly rate for the job specified in the Scope of Work, rather than the price range provided in your proposal
- Proposed Exceptions. The City has reviewed your proposed changes to the contract and is unable to accept your requested exceptions to the Standard and Special Terms and Conditions. In addition, the City believes the changes you are proposing to the Scope of Work will change the actual and original intent of the contract. The attached document addresses each item individually. The City of Peoria is denying all proposed changes to the contract Your best and final offer should demonstrate an understanding of this

Your written response will constitute a Best and Final Offer and should be submitted to my attention no later than 5:00 pm, Friday January 16, 2009. The requested information may be sent via fax at (623) 773-7118 or e-mail at christine.finney@peoriaaz.gov but please still send the original

Sincerely,

A handwritten signature in black ink that reads "Christine Finney". The signature is written in a cursive style and extends to the right with a long horizontal flourish.

Christine Finney, Buyer
Materials Management

Enclosure

City Response to Aerotek Exceptions to Solicitation P09-0017

Exceptions:

Standard Terms and Conditions:

Section 3: In the second sentence of the sixth paragraph please remove everything after “furnishing labor”

Section 15: Please reword as follows

"To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City from and against all claims, damages, losses and expenses directly arising out of the negligent acts or willful misconduct of the Contractor or its employees in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City 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 resulting therefrom, directly caused by any negligent acts or willful misconduct by Contractor in the performance of this contract including any employee of the Contractor whose work or services the Contractor may be legally liable."

Section 21 & 22: Please remove in their entirety. As a provider of supplemental staffing only, Aerotek does not represent or warrant that the labor placed will produce any particular result.

Section 23, 24, 25, 26 & 27: Please remove in their entirety as they do not apply to Aerotek's services.

City Response to Exceptions to the Standard Terms and Conditions: The City of Peoria Standard Terms and Conditions may not be altered, changed or removed from any contract entered into with the City of Peoria.

Special Terms and Conditions:

Sections 14 & 15: Please remove in their entirety as they do not apply to Aerotek's scope of services as a temporary staffing provider.

Section 17: In the first sentence please change “monthly” to “weekly”. Please add the following: “Invoices shall be paid within 15 days of invoice date and shall be presumed to be accurate and fully payable unless disputed in writing within 10 business days of invoice receipt.”

Section 18: Please remove the 5th paragraph as it is Aerotek policy not to grant a waiver of subrogation on its insurance policies. Please remove the last paragraph as it is Aerotek's policy not to add clients as additionally insured.

Section 19 a: Please remove the third paragraph.

Section 19d: Please remove in its entirety. As a provider of supplemental staffing only, Aerotek does not provide professional liability coverage.

Section 20: Please remove the last sentence of the last paragraph.

Section 22 b.i.: Please re-word as follows: “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 negligent acts or willful misconduct.”

Section 22.b.ii: Please re-word as follows

"To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City from and against all claims, damages, losses and expense directly arising out of the negligent acts or willful

misconduct of the Contractor or its employees in the performance of this Contract Contractor's duty to defend, hold harmless and indemnify the City 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 resulting therefrom, directly caused by any negligent acts or willful misconduct by Contractor in the performance of this contract including any employee of the Contractor whose work or services the Contractor may be legally liable "

Section 23: Please remove in its entirety

Sections 29c. and d.: Please remove in their entirety

City Response to Exceptions to the Special Terms and Conditions: The City of Peoria Special Terms and Conditions may not be altered changed or removed from any contract entered into with the City of Peoria

Scope of Work:

Section I: Please remove the 4th paragraph as Aerotek does not place drivers **City Response:** Some of the duties required in the Laboratory Technician Job Description require the employee to operate a motor vehicle This is an integral portion of the duties and responsibilities of the position Removing this requirement would reduce service level of this contract The City of Peoria is unable to accept this exception

Additions:

Scope of Services. Contractor employees assigned to provide services to City of Peoria shall work under City of Peoria's daily direction and supervision at a facility or in an environment controlled by City of Peoria City of Peoria shall not allow Contractor's employees to perform duties not reasonably associated with the positions set forth herein or in Exhibit A City of Peoria agrees that Contractor's employees are not permitted to operate motor vehicles within the Scope of Work unless City of Peoria obtains Contractor's prior written approval **City Response:** 1) The change is not necessary as the Scope of Work clearly states "The City of Peoria compliance Laboratory is seeking a firm to provide contract labor for a part time Laboratory Technician position" The Scope of Work then defines in detail the Laboratory Technician Job Description Under this description, temporary employees will be required to perform a variety of duties as related to municipal water and wastewater systems The temporary employee may be at a City owned and controlled laboratory, water reclamation facility or in the field collecting samples from the City's distribution system 2) As stated above, the ability to operate a motor vehicle is integral to the successful completion of this contract The City of Peoria provides a Defensive Driving class to all employees, whether contract or permanent

Prevailing Wage. City of Peoria represents and warrants that the services to be provided by Contractor's employees are not subject to any federal, state, or local prevailing wages and that City of Peoria has not provided to Contractor any applicable prevailing wage determinations and flow down provisions City of Peoria agrees that City of Peoria is responsible for the accuracy of any such wage determinations and agrees to indemnify Contractor for any claims or costs which result from the inaccuracy of the City of Peoria-provided wage determination including the failure to notify Contractor that the services provided by Contractor's employees are or were required to be paid at a prevailing wage **City Response** The funding that is utilized for Laboratory Technician Temporary Services is not subject to federal, state or local prevailing wage determinations The City's Annual Program Budget is available for view online at www.peoriaaz.gov

Original Submittal

RFP No. P09-0017
Laboratory Technicians Temporary Services
Presented to City of Peoria, AZ

Celebrating 25 Years of Service



Technical, Professional and Industrial Staffing Provider

Noel Doughty
Account Executive
1850 N. 95th. Ave. Suite 180
Phoenix, AZ 85037
623.518.1388
ndoughty@aerotek.com





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Aerotek is a member of the American Staffing Association.

Aerotek is an equal opportunity employer.

This document contains information that is privileged, confidential, and otherwise protected from disclosure to anyone other than its intended recipient(s). As a result, this information should not be disclosed, duplicated or used for any other purpose than to evaluate Aerotek. If a contract is awarded as a result of the submission of this document, any right to disclose, duplicate or use the data contained within this response, will be to the extent provided in the resulting agreement





Project Scope

Aerotek understands that City of Peoria is looking for a firm to provide contract labor for a part time Laboratory Technician position that would directly report to the Environmental Quality Assurance Officer. Aerotek will locate the candidate for this position through its engagement process known as the Perfect Fit® Program. Through the Perfect Fit Program we will also perform our reference checks and Department of Motor Vehicle Reports on the candidates. Our program includes five phases: Customer Analysis, Sourcing, Screening, Selection and Performance Monitoring.

Customer Analysis

To identify the right employee for your position and environment, we first analyze City of Peoria and then develop a profile. Each subsequent stage of our engagement process is based on this analysis. The components of Customer Analysis may include:

Customer Culture and Mission

Understanding City of Peoria's culture and mission tells us who you are and how we can be the perfect staffing partner to you. We communicate the importance of your history and values to the employee we place with you.

Current Program Cost Analysis

To gauge your current expenses, we evaluate your program. Our ability to control costs comes from locating a high-quality candidate quickly and correctly the first time.

Labor Market Analysis

To develop recruiting strategies that work best for your company, we look at a variety of factors including wage data, employment by industry and skill set, unemployment rates, average income and education levels.

Sample Labor Market Analysis

Occupational Data	Number	Density	Median Hourly Wage	
			Local	National
Assemblers	5,290	Below Average	\$11.09	\$11.63
Material Handlers	21,050	Average	\$10.47	\$10.20
Machinists	2,550	Average	\$19.60	\$16.71
Admin Assistants	12,450	Average	\$19.36	\$17.90
Customer Service Reps	18,710	Average	\$14.71	\$13.62

Work Environment Evaluation

To prepare an employee for the position, we observe your workplace and look at the advantages that make your company the place an employee wants to work. A Health & Safety tour may be required to evaluate safety records and conditions at no cost to your company.

Employee Shadowing

We observe an employee in a similar position to identify the attributes necessary for success within your company. This defines the qualities and characteristics our candidate will need to make a smooth transition and succeed in your business environment.

Requirement Qualification

We qualify the requirement with you by clarifying the description, start date, duration, salary, special skills or experience required. A thorough understanding of your request is imperative in our search for a perfect match.





Sourcing

To track and manage candidates, Aerotek uses Recruiter WorkSpace, our proprietary Web-based resume application. Every Aerotek recruiter has access to this database which contains more than 10 million records. RWS is populated using the following recruiting resources:

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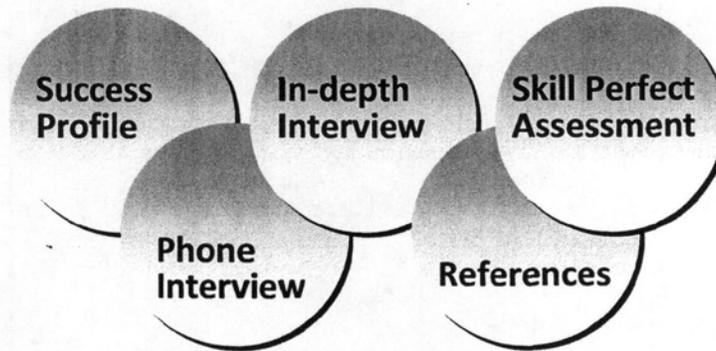
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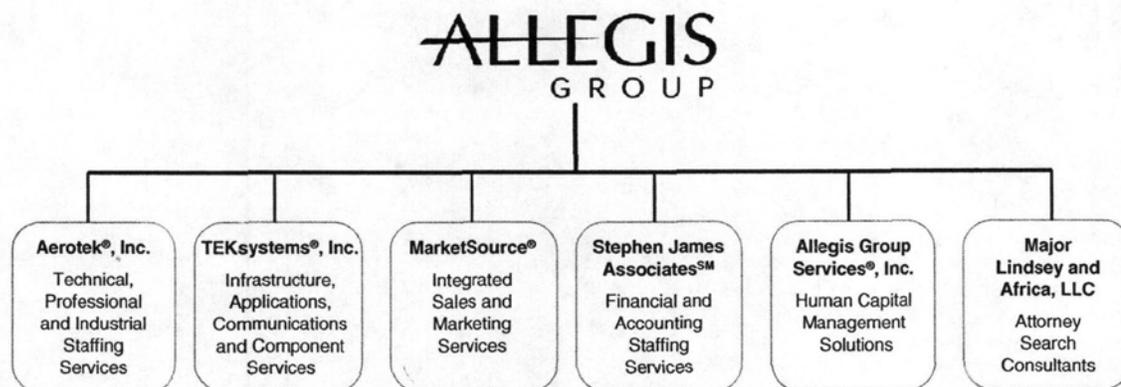
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Cost / Fee Proposal

Skill Sets	Bill Rate Range
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Please remove the last paragraph as it is Aerotek's policy not add clients as additionally insured

Section 19 a: Please remove the third paragraph

Section 19 d: Please remove in its entirety As a provider of supplemental staffing only Aerotek does not provide professional liability coverage

Section 20: Please remove the last sentence of the last paragraph

Section 22 b.i.: Please re-word as follows "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 negligent acts or willful misconduct





Section 22.b.ii: Please re-word as follows

"To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City from and against all claims, damages, losses and expenses directly arising out of the negligent acts or willful misconduct of the Contractor or its employees in the performance of this Contract Contractor's duty to defend, hold harmless and indemnify the City 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 resulting therefrom, directly caused by any negligent acts or willful misconduct by Contractor in the performance of this contract including any employee of the Contractor whose work or services the Contractor may be legally liable "

Section 23. Please remove in its entirety

Sections 29 c. and d.: Please remove in their entirety

Scope of Work:

Section I., Please remove the 4th paragraph a Aerotek does not place drivers

Aerotek respectfully requests the addition of the following sections:

Scope of Services. Contractor employees assigned to provide services to City of Peoria shall work under City of Peoria's daily direction and supervision at a facility or in an environment controlled by City of Peoria City of Peoria shall not allow Contractor's employees to perform duties not reasonably associated with the positions set forth herein or in Exhibit A City of Peoria agrees that Contractor's employees are not permitted to operate motor vehicles within the scope of work unless City of Peoria obtains Contractor's prior written approval

Prevailing Wage. City of Peoria represents and warrants that the services to be provided by Contractor's employees are not subject to any federal, state, or local prevailing wages and that City of Peoria has not provided to Contractor any applicable prevailing wage determinations and flow down provisions City of Peoria agrees that City of Peoria is responsible for the accuracy of any such wage determinations and agrees to indemnify Contractor for any claims or costs which result from the inaccuracy of the City of Peoria-provided wage determination including the failure to notify Contractor that the services provided by Contractor's employees are or were required to be paid at a prevailing wage





Conclusion

It is our hope that the information presented in this proposal has provided you with a clear understanding of how Aerotek can help you meet your staffing needs. We would like to thank you for considering us as a staffing vendor. As a leader in the staffing industry, we pledge to work harder for you by providing the quality *people* you need who *fit perfectly* into your workforce.

People. You are part of a consultative partnership that delivers industry focused expertise. Our employees have made a personal investment in your complete satisfaction and our success. Our *people* are the reason Aerotek exists today.

Fit. You will work with professionals who follow a proven engagement process, known as Aerotek's Perfect Fit Program. Our delivery model analyzes your goals and objectives while utilizing proprietary technology and niche recruiting to select an employee that is the right *fit* for you.

Perfectly. You should expect the highest level of performance when working with Aerotek. Our quality focus translates to a superior level of service. We measure our performance and, in turn, ensure the services we provide are delivered *perfectly*.

Should you have any questions or need additional information, please do not hesitate to call at any time.

Noel Doughty
Account Executive
623.518.1388
ndoughty@aerotek.com



ORIGINAL



CONTRACT AMENDMENT

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

Solicitation No: P09-0017 Page 1 of 1
Description: Laboratory Technicians Temporary Services
Amendment No: One (1) Date: 05/24/2010

Buyer: Christine Finney

A. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 7, Term of Contract, is hereby amended to include the following:

Contract Extension: By mutual written contract amendment, the contract may be extended for additional periods of up to a maximum of forty-eight (48) months.

B. The above referenced contract is hereby extended. **The new contract term is 03/01/2010 to 02/27/2011.**

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

	_____	Noel Doughty, Account Executive	_____	Aerotek Scientific
Signature	Date	Typed Name and Title	_____	Company Name
1850 N. 95 th Ave Suite 180	_____	Phoenix	AZ	85037
Address	_____	City	State	Zip Code

Attested by:

Mary Jo Waddell, City Clerk



City Seal

(Rev 02/01/08)

CC Number

ACON08309A

Contract Number:

Official File

5/26/10
Utilities Department

Materials Management

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed

June 25 2010 at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 08309A



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. P09-0017 Page 1 of 1
Description: Laboratory Technicians Temporary Services
Amendment No. Two (2) Date: 11/23/10

ORIGINAL

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 02/27/11.

THE NEW CONTRACT TERM:

Contract Term: 03/01/11 to 02/27/12

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

	12/20/10	Noel Doughty, Account Executive	Aerotek Scientific	
Signature	Date	Typed Name and Title	Company Name	
1850 N. 95 th Ave., Ste. 180		Phoenix	AZ	85037
Address		City	State	Zip Code

Attested By:

City Clerk

Director: Bill Mattingly, Public Works Director

Requestor: Robin Bain, Water Resources & Environmental Manager

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

The above referenced Contract Amendment is hereby Executed

Jan 4, 2011 at Peoria, Arizona

Herman F. Koebergen, Materials Manager



City Seal

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(Rev 01/05/09)

Official File

ACON08309B



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. P09-0017 Page 1 of 1
Description: Laboratory Technicians Temporary Services
Amendment No. Three (3) Date: 1/12/12

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 02/27/12.

THE NEW CONTRACT TERM:

Contract Term: 03/01/12 to 02/27/13

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

	1/26/12	Noel Doughty, Account Executive	Aerotek Scientific
Signature	Date	Typed Name and Title	Company Name
1850 N. 95 th Ave., Ste. 180		Phoenix	AZ 85037
Address		City	State Zip Code

Attested By:

Wanda Nelson, City Clerk

01-24-2012
 Director: Bill Mattingly, Public Works Director

Requestor: Robin E. Bain, Water Resources & Environmental Manager

CC Number
ACON08309C
Contract Number

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

The above referenced Contract Amendment is hereby Executed
 February 6, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor



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(Rev 01/05/09)

Official File



CONTRACT AMENDMENT

Materials Management
Procurement

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

Solicitation No. P09-0017 Page 1 of 1
Description: Laboratory Technicians Temporary Services
Amendment No. Four (4) Date: 1/12/12

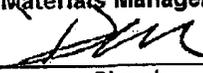
Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 02/27/13. LAST YEAR OF CONTRACT

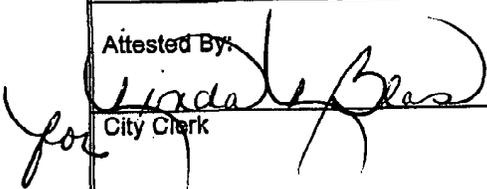
THE NEW CONTRACT TERM:

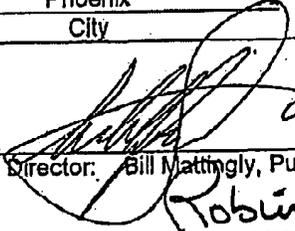
Contract Term: 03/01/13 to 02/27/14

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

	4/25/13	David Manchester, Account Executive	Aerotek Scientific Company Name
Signature	Date	Typed Name and Title	
11201 N. Tatum Blvd., Ste 150		Phoenix	AZ 85028
Address		City	State Zip Code

Attested By:


for
City Clerk

 01-24-2013
Director: Bill Mattingly, Public Works Director

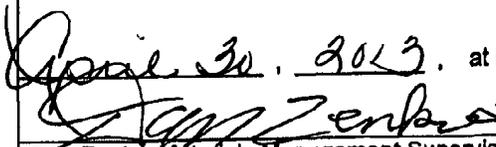
Requestor: Robln Baln, Water Resources & Environmental Manager

CC Number

ACON08309D
Contract Number

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

The above referenced Contract Amendment is hereby Executed

 01-30-2013 at Peoria, Arizona
Dan Zenko, Materials Management Supervisor



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(Rev 01/05/09)

Official File

A CON 08309D