



CONTRACT AMENDMENT

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

Solicitation No. Q13-09 Page 1 of 1
 Description: Cooling Tower and Closed Loop Water Treatment and Maintenance Services
 Amendment No. Two (2) Date: 1/6/15

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 3/14/15.

The New Contract Term: 3/15/15 to 3/14/16

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

<u>Lawrence R. Abbott</u> Signature	<u>1/12/15</u> Date	<u>Lawrence R. Abbott, President</u> Typed Name and Title	<u>Pure Water Solutions, Inc.</u> Company Name
<u>4629 E. Gold Poppy Way</u> Address	<u>Phoenix</u> City	<u>AZ</u> State	<u>85044</u> Zip Code

Attested By:

Rhonda Geriminsky
for Rhonda Geriminsky, City Clerk

Bill Mattingly 01-06-2015
 Director: Bill Mattingly, Public Works/Utilities Director

Jared Spangler
Project Manager: Jared Spangler, Technical Operations Supervisor

Walt Begley
Walt Begley, Facilities Manager

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



CC Number

ACON14013B
Contract Number

The above referenced Contract Amendment is hereby Executed
January 26, 2015 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Manager

ACON14013B



CONTRACT AMENDMENT

Materials Management Procurement

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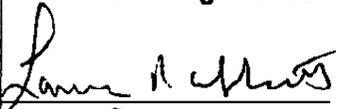
Buyer Jennifer Miller

Solicitation No Q13-09 Page 1 of 1
Description Cooling Tower and Closed Loop Water Treatment and Maintenance Services
Amendment No One (1) Date 1/13/14

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 3/14/14

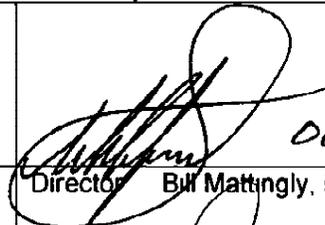
The New Contract Term 3/15/14 to 3/14/15

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

	1/23/13	Lawrence R. Abbott, President	Pure Water Solutions, Inc
Signature	Date	Typed Name and Title	Company Name
4629 E Gold Poppy Way	Phoenix	AZ	85044
Address	City	State	Zip Code

Attested By


Rhonda Geriminsky, City Clerk

 01-15-2014
Director Bill Mattingly, Public Works Director

Project Manager Jared Spangler, Technical Operations Supervisor

Walt Begley Facilities Manager 

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
January 30 2014 at Peoria, Arizona


Dan Zenko, Materials Manager



City Seal
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Official File



City of Peoria, Arizona

Request for Quotation



Request for Quotation No: **Q13-09** Bid Due Date: **2/20/2013**

Materials and/or Services: **Cooling Tower and Closed Loop Water Treatment and Maintenance Services** Time: **5:00 P.M. AZ Time**

Location: **City of Peoria, Materials Management** Contact: **Jennifer Miller**

Phone: **(623) 773-7115**

Mailing Address: **9875 N. 85th Ave., 2nd Floor, Peoria, AZ 85345**

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: **9875 N. 85th Ave Peoria AZ 85345** Buyer: **Jennifer Miller**

Vendor Quotation

Payment Terms: net 30

Company Name:	Address:	City:	State:	Zip:	Phone:
PureWaterSolutions, Inc	4629 E. Gold Poppy Way	Phoenix	AZ	85044	602 999 5865
					Fax: -
					Email: larry@purewatersolutions.com

Lawrence R. Abbott Lawrence R. Abbott President 02/18/2013
 Signature Typed Name Title Date

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

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

Attested by: [Signature]
 City Clerk

City of Peoria, Arizona. Eff. Date: March 15, 2013

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

AL0N19013
 Contract Number

Awarded on March 14 2013

Official File

[Signature]
 Dan Zenko, Materials Management Supervisor



City Seal

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PRICE SHEET

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

Solicitation Number: Q13-09

Company Name:

Item	Description of material and/or services			monthly	yearly
1.	All requirements for Q13-09			\$ 1475.00	\$ 23,700.00
2	Sales tax 6.6%			\$ 130.35	\$ 1564.20
	Total:			\$ 2105.35	\$ 25264.20



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

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1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid/Proposal Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
10. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



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

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

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

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

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

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

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



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

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

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



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City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

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

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

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.



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- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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

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



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27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q13-09

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

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **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. Understanding & Method of Approach
 - b. Qualifications and Experience
 - c. Cost/Fee
 - d. References from Similar Projects
 - e. Conformance to Request for Proposals

The City reserves the right to consider historic information and facts, whether gained from the Vendor'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 Vendors, while conducting the proposal evaluations.

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. **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



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award.

12. **Interview Guidelines:** During the interview, which will 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 the behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
13. **Affirmative Action:** 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, sex, national origin, age, familial status, sexual orientation, gender identity, marital status or disability . The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
14. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
15. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
16. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
17. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise



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Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

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

19. Required Insurance Coverage:

a. Commercial General Liability

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

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

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

Any Contractor 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 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

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

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

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



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Certificates of Insurance.

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

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

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

22. **Independent Contractor:**

a. General

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

b. Liability

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

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

c. Other Benefits

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

23. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.



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24. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
25. **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.
26. **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.
27. **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.
28. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.



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- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

30. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
31. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
32. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
33. **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-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.
34. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in



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any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.
35. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

36. **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.gov/accommodations.php>



SCOPE OF SERVICES

Materials Management Procurement

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I. INTENT

To provide condenser and closed loop water treatment for four (4) systems, including the district loop at City Hall Campus, the Public Safety Administration Building, the Development and Community Services Building, and the Peoria Center for Performing Arts. Treatment to include biological, corrosion control, scale control and other controls required to assure efficient operation of the systems including aesthetics. An analysis will be required for tracking purposes for such equipment and processes.

II. BACKGROUND

All systems consist of standard cooling towers and respective closed loop systems. The City Hall Campus has a district closed loop that cools City Hall, Municipal Court, Technology Center, Council Chambers, and Main Library. It is a requirement that the algae be controlled, the water appears clean in a non-corrosive manner which also does not permit the buildup of scale in equipment. A full draining and physical cleaning of towers, including all outer and inner surfaces. All cleaning shall be scheduled with consent of City's Facility Maintenance personnel. All surfaces shall be cleaned with high pressure sprayer. The use of corrosive chemicals to remove heavy scaling or corrosion may be used with consent of City's Facility Maintenance personnel only.

III. GENERAL REQUIREMENTS

1. Any additional cost to change control or feed equipment must be itemized as part of the cost proposal.
2. Key Personnel: A minimum of two (2) Water Treatment Specialists shall know the City's plant treatment/operation in detail in order to respond to maintenance requirements.
3. Response time to service calls, (physical when deemed necessary by City Personnel), other than stated on regularly scheduled visits shall be within twenty four (24) hours.
4. Safety Information: Up-to-date Material Safety Data Sheets shall be provided in hard copy and electronic format for all products that shall be used in water treatment programs. In addition, safety training shall be available upon request by the City.
5. Chemical Delivery: All chemicals shall be delivered on site at no extra charge to the City.
6. Operator Training for City Staff: On site training shall be provided to City staff relating to treatment programs and daily checks. Formal sessions shall be conducted every six (6) months.



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7. **Management Reviews:** Every three (3) months, a review of the entire program shall be given to Technical Operations staff. This review shall include goals, past performance and any problems or improvements encountered during the reporting period. Mutual goals for the next period will be set.
8. All labor, chemicals, equipment and other supplies shall be included in the pricing as part of the service provided by Contractor.
9. Treatment shall be continuous control that maintains TDS until within limits to prohibit scaling and corrosion.
10. As part of the proposed program, a coupon testing program to measure corrosion inside each system will be conducted on a quarterly basis for the life of the contract with lab results documented.
11. Physical inspection of chiller tubes at least once a year.
12. Contractor shall keep a minimum of one month supply of chemicals on hand to meet the requirements of these specifications.
13. Technicians must pass City background check in order to obtain vendor badge.
14. State type and form of chemical being proposed for use. If proposed chemical system is different than City of Peoria's current system, state concerns, consequences or benefits City may have.
15. Maintenance shall include annual shut down and cleaning of cooling towers.

IV. CHEMICAL ANALYSIS

1. A qualified specialist in water treatment shall perform a detailed water analysis at each regularly scheduled service call.
2. The regular schedule shall be as follows:

A minimum of two (2) visits each month during normal working hours, 7:00 a.m. to 4:00 p.m., Monday through Thursday. The specific time of the visit shall be coordinated in advance with Facilities staff.

Analysis shall take place on-site at the location of the system with written assessment



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report provided after every visit.

Microbiological testing shall be conducted to monitor biocide program performance. Testing shall include total heterotrophic and sulfate reducing bacterial results.

V. CHEMICAL ANALYSIS - Components:

1. Condenser water:

- a. Calcium
- b. Alkalinity
- c. Chlorides
- d. PH
- e. TDS/UMHOS
- f. Phosphate Interference
- g. Moly Inhibitor
- h. Silica (when applicable)
- i. Iron (when applicable)
- j. Other as required

2. Closed Loop:

- a. TDS/UMHOS
- b. Nitrate/ppm

3. Special Testing:

Any special analysis not mentioned herein, such as biological testing, shall be provided as needed at no additional cost to the City.

4. Abnormal or Changes in Test Results

All variations from normal shall be immediately noted, investigated and solution defined with time lines for completion.

VI. REPORTING

1. Equipment Inspection:

A complete report stating results and recommendations from the inspection shall be



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emailed to the Technical Operations Supervisor within five (5) days after each inspection.

2. Water Treatment and Analysis:

a. Test logs:

Log sheets with chemical and water parameters shall be provided with charted results of the monthly water treatment tests.

- i. Log sheets shall be analyzed for trends and unusual occurrences. All abnormalities or changes during period shall be noted.
- ii. Examples of areas to be identified during analysis and reporting.
- iii. Closed Loop:
 1. Chemical readings outside of predetermined parameters.
 2. Excessive microbiological growth.
 3. System leakage.

iv. Condenser Water:

1. Chemical reading and/or cycles of concentration outside of predetermined parameters.
2. System scaling potentials
3. Inordinate corrosive tendencies
4. Excessive microbiological growth.
5. Changing make-up water sources

b. Special analysis:

When special analysis is required, the analytical results shall be provided within forty-eight (48) hours after the samples were taken with the exception of tests which require longer to conduct. Facilities staff shall be informed when this occurs.

VII. PRICING SCHEDULE:

All offers shall include a detailed price sheet specifying the activity and the changes associated with completing the Scope of Work.



SUBMITTAL REQUIREMENTS

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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. The proposals shall not exceed twelve (12) pages and shall contain the following elements listed below:

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission:

A. Qualifications and Experience:

- Provide a written narrative on the firm's history and its experience.
- Indicate staff capabilities and planned assignments.

B. Understanding & Method of Approach:

- Indicate an understanding of the scope of work and a proposed plan and method of approach to accomplish the scope of work.

C. Cost/Fee Proposal:

- Provide fee for the services specified in the scope of work.

D. References from Similar Projects:

- Three (3) owner references on the form provided
- For each reference identified, provide client using the same chemical system being proposed, contact person and a description of the service.

E. Conformance to Request for Proposals:

- Complete all City forms/questionnaires.
- Any exceptions to any part of the RFP must be clearly noted and identified.
- City required forms are not included in the 12-page limit.

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. Understanding & Method of Approach
- b. Qualifications and Experience
- c. Cost/Fee
- d. References
- e. Conformance to 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.



SUBMITTAL REQUIREMENTS

Solicitation Number: Q13-09

Materials Management Procurement

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

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on February 20, 2013.

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

City of Peoria
Materials Management
Attn: Jennifer Miller
9875 N. 85th Avenue
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.

All questions regarding this RFP should be directed to Jennifer Miller, Contract Administrator at (623) 773-7116 or E-mail: Jennifer.Miller@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.

Site inspection can be scheduled prior to February 20, 2013 by contacting Jennifer Miller in Materials Management Office.



QUESTIONNAIRE

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

Solicitation Number: Q13-09

Please list a minimum of three (3) owner references from clients using the same chemicals being proposed, whom the Materials Management Division may contact:

1. Company: City of Chandler
Contact: Kris Kircher
Address: 650 East Ryan Rd.
Chandler, AZ 85286
Phone: (480) 782-2759
Email: Kris.Kircher@chandleraz.gov
Type of Work: Treatment of Cooling towers + closed loops

2. Company: Blue Cross/Blue Shield New Mexico
Contact: Liz Carillo
Address: 5701 Balloon Fiesta Parkway NE
Albuquerque, NM 87113
Phone: (505) 816-4022
Email: Liz_Carillo@bcbsnm.com
Type of Work: Treatment of Cooling towers + closed loops

3. Company: Arizona Commercial Management
Contact: Juanita Brooks
Address: 2122 Highland, Suite 450
Phoenix, AZ 85016
Phone: (602) 586-2886
Email: jbrooks@AZ-C-M.com
Type of Work: Treatment of Cooling towers + closed loops



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Solicitation Number: Q13-09

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions or Scope of Services:

No Exceptions

Exceptions as follows:

1. at time of contract award we will adjust
business, auto and workman's comp insurance to
comply with City of Peoria specifications.



QUESTIONNAIRE

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Phone: (623) 773-7115

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City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

City of Peoria business license attached, if applicable.

Offeror will obtain a City of Peoria business license at the time of contract award.



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Phone: (623) 773-7115
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Solicitation Number: Q13-09

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

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

A. QUALIFICATIONS AND EXPERIENCE

RESUMES OF CONSULTANTS

Larry Abbott
BS Environmental Engineering
Syracuse University 1973
39 Years of On-Site Water Treatment Experience
Primary Service Representative

Jeffrey Abbott
Bachelor of Arts
Arizona State University 2008
4 Years of On-Site water Treatment Experience
Primary Service Representative

Brad Abbott
Bachelor of Arts
Xavier University 2002
10 Years of On-Site Water Treatment Experience
Secondary Service Representative

Randall Abbott
Bachelor of Science
Cornell University 2011
2 Years of On-Site Water Treatment Experience
Secondary Service Representative

LABORATORY

PureWaterSolutions, Inc. maintains full water testing and analysis laboratories. Our laboratories use EPA approved chemistry. Accuracy is at 0.01 PPM (MG/L), well within specified accuracy for analysis and evaluation of any water treatment parameter. The President and Chief Consultant of PureWaterSolutions reviews all water samples and analysis on an individual basis to assure complete discussion and review.

PUREWATERSOLUTIONS, INC.

Incorporated in 2001 in New York, we moved our office and base of operation to Arizona in 2006. The President and chief consultant, Larry Abbott, worked for 2 of the major 4 water treatment companies (Betz Laboratories and ChemTreat) for 25 years. He has worked as a water treatment consultant for the past 14 years and continues to do so. As

a group, we have worked at over 250 major industrial, commercial and institutional sites in the USA and Canada. We currently service clients only in the USA.

We do water treatment chemical programs and consulting. Many companies hire us to consult on their water because of our experience and reputation throughout the industry. We are a family owned and operated business. Our principles are all owners and members of the family. This leads to continuous service representation. Our representatives are college graduates (diplomas available upon request) and provide the highest quality service to you. Service and expertise is the real key to water treatment success. Our mantra is "service to existing clients first, sales second". Facility managers choose our firm because we include our consulting program with our chemical program. No "service technicians", only qualified and well trained service personnel.

Our clients include municipalities, major colleges and universities, hospitals, assisted living facilities, major real estate firms, industrial plants, and food manufacturing plants. These sites include every type of water treatment and system.

B. UNDERSTANDING AND METHOD OF APPROACH

Water treatment is a science. Local water analysis and knowledge of the systems being treated (current conditions in the systems- deposits, corrosion, biological fouling) to do the job properly. It is also important to note that city water in the Phoenix area can vary from site to site within a small radius. We took city water samples at each City of Peoria (COP) site. During our system surveys we took two full sets of water samples for analysis and also took deposit samples from the problem system at PSAB. Our programs are specifically designed for the systems at the City of Peoria and its unique water and problems.

The water analysis indicated changes in the city water on a continuing basis. The deposit analysis (and visual corrosion signs) shows that running cycles too high is not a good option for COP. We will run tower water to keep the pH of the water below 9 and alkalinity below 800 PPM. However, by running the proper cycles (lower than we could actually maintain with our technology) we need to use more chemical because of the lower cycles. This makes our cost seem higher because we are doing the treatments correctly.

WHITE RUST/TOWER DEZINCIFICATION/CORROSION

Zinc coating (galvanizing) of steel to reduce corrosion has been used commercially for almost 150 years. In simple terms, the process consists of dipping the steel in molten zinc to coat it with a thin layer of zinc alloy. Under atmospheric conditions, the zinc forms a barrier

due to the formation of insoluble corrosion products on its surface. Until 1986, the phenomenon known as "white rust" did not exist. White Rust is the formation of bulky, white corrosion products formed on galvanized steel cooling tower components. This results in rapid and increased rates of corrosion of the galvanized zinc layer, rendering it ineffective as a corrosion inhibitor. Analysis of the White Rust indicates that it is a complex of Zinc Hydroxide, Zinc Oxides, and Zinc Carbonate.

White Rust began to appear in cooling towers with galvanized components for two basic reasons. First, changes in the galvanizing process resulted in the surface of the zinc alloy containing slightly different elements. While the cause is not yet completely understood, it appears that the increased aluminum content may be a factor. Secondly, the shift in cooling water treatment chemistry to higher alkalinity and pH programs also appears to contribute to the problem. The primary cause appears to be high pH or alkalinity in the cooling water which results in the zinc hydroxide formation. While the reports vary, a pH over 9 or an alkalinity over 800 ppm seems to be common where White Rust exists.

SCHEDULE OF INCLUDED SERVICES WITHIN SCOPE OF WORK

PLANNED SERVICE ROUTINE	Jan	Feb	Mar	Apr	May	Jun	Jul	Au	Sep	Oct	No	Dec
Operator Training for City Staff	X						X					
Management Review			X			X			X			X
Corrosion Coupons			X			X			X			X
Chiller Tube Inspection	X	X										X
Order/Deliver Chemicals (minimum 30 day supply)	X	X	X	X	X	X	X	X	X	X	X	X
Clean Towers	X	X										X
Service/Testing/Written Report/Biological Testing (twice monthly)	X	X	X	X	X	X	X	X	X	X	X	X
Emergency Service as Needed	X	X	X	X	X	X	X	X	X	X	X	X
Inspect Systems for Excessive Corrosion, Deposition or Microbiological Fouling	X	X	X	X	X	X	X	X	X	X	X	X

***THIS BEING A SCHEDULE FOR A FULL YEAR OF SERVICE BEGINNING ON JANUARY 1**

OUR CHEMICAL/SERVICE PROGRAM

Scope of Work	PureWaterSolutions
Scale/Deposit and Corrosion Inhibition	Included
Surfactant/Suspended Solids Dispersion	Included
Non Oxidizing Biocide (good on algae)	Included
Oxidizing Biocide	Included
Chilled Water Treatment	Included
Chilled Water Biocide	Included
Testing/Service Program	
Inhibitor, pH and Conductivity (UMHOS)	Included
Iron and Copper	Included
Calcium, Alkalinity, Silica, Chlorides	Included
LSI(system scaling potential)	Included
Bacteria	Included
Chilled Water Bacteria	Included
Anaerobic Bacteria	Included
Suspended Solids Tower/Chilled	Included
Test Logs	Included
Chilled Water Treatment	Included
Corrosion Coupons	Included
Routine Service/Bring Chemicals	Included
LEED Credits	Available
All Service Reps College Degreed	Included
On Line Cleaner(non-acid)	Available
Deposit Analysis	Included

OUR CHEMICAL PROGRAM

- **The analysis of the PSAB tower deposit (attached) showed calcium @ 50% and biological entities @ 50%.**

- **Based on the deposit analysis, galvanized corrosion concerns and the analysis of your city/tower/chilled water, we recommend the following chemical programs. Product data sheets attached. Note that our program is “green” and environmentally friendly. No liquids. The attached sheet shows that using our program can qualify your buildings for additional LEED credits.**

- **Tower Water**
 - **C13MC – Multi-functional scale, deposit and corrosion inhibitor. A specially formulated product for high hardness and high alkalinity waters.**

 - **CB-7 - Multi-functional suspended solids dispersant and non-oxidizing biocide. Especially effective on algae. The Phoenix area has considerable particulates in the air that are, by air to water contact, entrained into the cooling tower water on a continuous basis. A suspended solids dispersant is critical to keeping towers clean.**

 - **BROMICIDE TABLETS – Multi-functional oxidizing biocide for use in above 7.8 pH tower water systems.**

 - **NOTE - The IT tower is run only sporadically. Included in our program is a testing and storage treatment program for this tower system.**

- **Closed Loops**
 - **CMOSTX – Multifunctional closed loop corrosion /deposit inhibitor. Some of the closed loop chilled water systems need to be flushed and cleaned. Our program takes this into account and chemicals are provided for these clean-ups, as needed. We also will be testing the loops on a continuous basis to make sure these problems and/or contaminations do not occur again.**

PureWaterSolutions

WATER ANALYSIS RESULTS

City of Peoria

Report Contact Jennifer Miller

VARIABLE WATER

Date of Sample 2/8/2013

TEST	MAKEUP PSAB	MAKEUP DCSB	MAKEUP CHALL			
pH	7.8	7.7	7.6			
CONDUCTIVITY MMHOS	940	440	440			
M-ALKALINITY PPM	120.0	80.0	80.0			
TOTAL HARDNESS PPM						
CALCIUM PPM	130.0	70.0	70.0			
MAGNESIUM PPM						
ACIDIFIED HARDNESS PPM						
TOTAL IRON UNFILTERED PPM	< 0.1	< 0.1	< 0.1			
TOTAL IRON FILTERED PPM	< 0.1	< 0.1	< 0.1			
TOTAL COPPER PPM	0.09	0.06	0.02			
SILICA PPM	6.0	4.0	4.0			
CHLORIDE PPM	44.0	34.0	34.0			
CHLORINE FREE PPM	0.68	0.70	0.05			
PHOSPHONATE PPM						
BACTERIA CELLS / ML						
NOTES						
LEGIONELLA BACTERIA CFU/ML						

C13M-C

COOLING WATER TREATMENT

Description:

Solid-Concentrate C13M-C is a proprietary water treatment for STRESSED conditions that utilizes the very latest anti-scaling, anti-fouling, & corrosion inhibition technology. Scale dispersing & corrosion inhibitors working with conventional chemistry provide protection at low product dosage rates. Contains PBTC phosphonate, HEDP phosphonate, Versaflex-one, Ter-polymer, triazole, molybdate tracer.

Application/Feedrate

C13M-C can be used in tower water systems utilizing the below-listed feed dosages (supported by an independent lab scaling study and ongoing field data). More or less may be needed, based on the stability index of particular water.

Recommended Dosages

Water Quality Range		Dosage	Test Range	
Ryzner Stability Index	Langelier Saturation Index	Chemical Level in Recirculating Water	Organo-Phosphonate	Molybdate (as Mo)
6.0 - 4.0	0.0 - 2.0	10 - 25 ppm	2 - 5 ppm	0.13 - 0.32 ppm
4.0 - 3.0	2.0 - 3.0	25 - 40 ppm	5 - 8 ppm	0.32 - 0.51 ppm
< 3.0	> 3.0	40+ ppm	8+ ppm	0.51+ ppm

Note on liquid equivalencies: @ 20 ppm, 1 case of is equivalent to 55 gallons of a conventional liquid product (approximately 500 lb.) Comparative values will vary, dependent upon concentration.

Testing & Control

Molybdate (as Mo). (Also, can use organophosphonate or polymer test kits)

Product Dissolving Data

See graph at right.

Feeding

Suggested use with SolvUltima™ mixing boards:

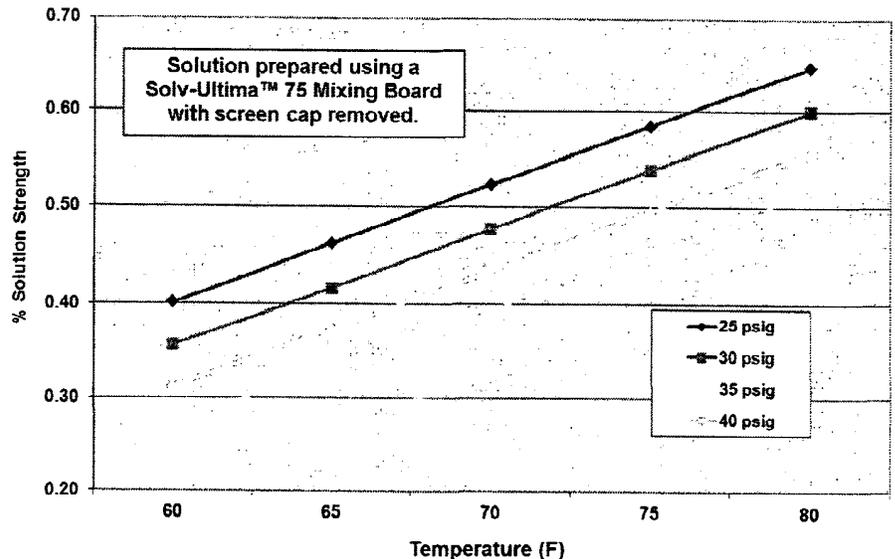
All Solv-all™ boards; Hydro Solv-Ultima™ series.

Packaging/Storage/Handling

Available in:

- Gallon containers - 1 case of 4 @ 44 lbs/case
- Discs - 1 case of 8 @ 40 lbs/case

Follow MSDS. Properly stored product will remain effective for 24-36 months. Store in cool, dry area.



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CB7

COOLING WATER GENERAL DISPERSANT

Description:

This Solid-Concentrate is a quat. based cooling system general dispersant which assists in the prevention and removal of organic materials and foulants. This product was designed to supplement cooling system inhibitor/dispersants and biocides to maintain clean surfaces in heat transfer equipment and cooling towers. It also functions as a general corrosion inhibitor and cleaner for heavily fouled systems. Use should be in conjunction with biocides to assist in maintaining a clean system.

Application/Feed Rate

50 ppm or increase for fouled systems or for initial charge.

Always feed a biocide to kill bacteria and algae in the system. Care should be taken, when cleaning, to prevent clogging of screens and strainers in heavily fouled systems when applying this product. NOTE: This product may cause foaming when fed at high levels.

Feeding

Suggested use with SolvUltima™ mixing boards: All Solv-all™ boards; Hydro Solv-Ultima™ series

Packaging/Storage/Handling

Available in:

- Gallon containers – 1 case of 4 @ 36 lbs/case

Follow MSDS. Properly stored product will remain effective for 24-36 months. Store in cool, dry area.

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C-Mo-STX

CLOSED LOOP TREATMENT
(SOLID CONCENTRATE)

Description

Packaged in a water-soluble bag, designed to eliminate messy liquid additions to water systems. Solid form, complete system Molybdate corrosion inhibition treatment. Contains borax, phosphino corrosion inhibitors, copper metal inhibitors, and Molybdate.

Function

This is a proprietary product to be used as a stand-alone treatment for corrosion inhibition in closed water systems, where Molybdate is preferred. Contains no nitrites.

Application/Feedrate

Feedrate: 1 water soluble stick per 500 gallons water capacity will provide approximately 50ppm Molybdate (as Mo)

Testing & Control

MOLYBDATE

Feeding

Remove water soluble stick from corrugated shipping container, and introduce into shot feeder or open tank. Dissolving rates will vary depending upon water composition, temperature, and flow rate.

Packaging/Storage/Handling

Packaged in 30 x 0.8 lb water soluble bags (each enclosed in a corrugated container) per case. Case weighs 24 lbs. Follow MSDS. Properly stored product will remain effective 24 - 36 months. Store in cool, dry area.

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Product Information

www.wateradditives.com

BromiCide® – The Number One Oxidizing Biocide for Industrial Water System

Description and Use

BromiCide oxidizing biocide is a safer, more effective alternative to chlorine based oxidizing biocides and non-oxidizing biocides for microbiological control in industrial cooling waters. In water, BromiCide granules generate hypobromous acid, a highly effective oxidizing biocide, especially at high pH.

BromiCide is registered with the United States Environmental Protection Agency for use in once-through and recirculating cooling waters, heat exchange water systems, air washers equipped with mist eliminators, industrial water scrubbers, influent water systems, brewery pasteurizers, cooling ponds, wastewater treatment systems and pulp and paper mills.

Benefits

- **Broad spectrum effectiveness.** BromiCide kills a broad variety of bacteria, algae and fungi and because it is an oxidizing biocide, microorganisms cannot develop resistance.

- **Effective in a wide range of water conditions.** BromiCide provides excellent performance in alkaline water situations as well as in waters containing nitrogen and organic materials.

- **Low dose performance and safer handling.** Since BromiCide is effective at low doses, maintaining high halogen levels is unnecessary. This means less product is needed, at less expense. Its solid form also makes BromiCide easier to handle than gas and liquid oxidizing biocides, reducing the risk chemical accidents and impact of environmental exposure.

- **Controlled dissolution.** BromiCide can be applied in easily controlled doses because of its unique solubility characteristics. Users have the freedom to decide the required dissolution rate and then select the BromiCide product to fit their needs.

BromiCide granules are the product of choice where rapid attainment of a halogen residual is required.

BromiCide tablets dissolve more slowly than granules and are the product of choice where a high degree of feed control is needed.

Treatment and Dosing Requirements

BromiCide effectively controls bacterial, algal, and fungal slimes that can cause costly reductions in heat transfer efficiency.

BromiCide can either be dosed on a continuous or intermittent shock basis using erosion feeder dosing systems (brominators).

For noticeable fouling, add 0.2 - 0.5 ppm as Cl₂ for continuous dosing, or 1 - 2 ppm as Cl₂ for intermittent shock dosing.

Typically, in well managed systems, successful control has been demonstrated with dosages in the range of 0.1 - 0.3 ppm total halogen as Cl₂.

Typical Properties of BromiCide Products

Active Ingredient 1-bromo-3-chloro-5, 5- dimethylhydantoin (BCDMH).

Solubility @ 25° C: 0.2 % as BCDMH

Active Ingredient: 96%

Melting Point: 145 - 150 °C (decomposes)

BromiCide granules are white to off-white in color and have a

faint halogen odor.

Bulk Density: 57 lb/ft³ (915 g/l)

BromiCide tablets are white to off-white in color and have a faint halogen odor.

Tablet Dimensions: 1 3/16" X 3/4" (30 x 19 mm)

Tablet Weight: 20 grams

Storage and Handling Precautions

BromiCide products should be kept dry in a tightly closed container.

Avoid contamination with moisture, chemicals or any other foreign materials due to risk of explosion, fire and release of hazardous gases.

Store in a cool, dry, well-ventilated area away from heat, sunlight, open flames and organic materials such as greases, oils and solvents.

BromiCide is corrosive in solution, and may be fatal if swallowed.

Inhalation of dust may cause irritation of the nose and throat, and irritation to skin. Always wear a dust mask approved by the appropriate national authority, impact-

Earning LEED Credits with EnduroSolv



LEED - NC	LEED - EB	LEED - Schools	Points	DESCRIPTION	COMMENTS
SUSTAINABLE SITES					
	5.1-5.2		1-2	Storm Water Management - Rate Reduction 25%->50%	EnduroSolv programs can allow storm water runoff to be re-used as cooling tower makeup.
6.1		6.1	1	Storm Water Design and Quantity Control	
WATER EFFICIENCY					
	Prerequisite 1		Required	Minimum Water Efficiency	EnduroSolv programs can maximize water reuse in boiler and cooling systems.
3.1-3.2	3.1-3.2		1-2	Water Use Reduction	
		3.1-3.3	1-3	Water Use Reduction	
ENERGY & ATMOSPHERE					
	Prerequisite 2	Prerequisite 2	Required	Minimum Energy Performance: Energy Star Rating of 60	Energy Efficiency can be maximized in HVAC systems, utilizing state of the art water treatment products and programs provided through EnduroSolv.
1.0	1.0	1.0	1-10	Optimize Energy Performance: Maximize Energy Star Rating	
2.0		2.0	1	On Site Renewable Energy	EnduroSolv boiler products can be utilized to improve the efficiency and protection of waste heat steam generators to further reduce the demands for fossil fuels.
	3.1		1	Building Operation and Maintenance: Staff Education	Operator Training Programs provided through EnduroSolv Distributors can help optimize the performance and extend the life of HVAC equipment.
	3.2		1	Building Operation and Maintenance: Building Systems Maintenance	EnduroSolv products and solutions can help extend equipment life in operation as well as protecting equipment while out of service.
	5.1		1	Performance Management: Enhanced Metering	EnduroSolv distributors can optimize chiller and boiler efficiencies through on-site energy evaluations and system modification recommendations.
MATERIAL AND RESOURCES					
	5.1-5.3		1-3	Occupant Recycling: 30% to > 50%	EnduroSolv products are designed to be utilized 100% in the designated operating system. Packaging provides for recycling of the containers as well. For every case of EnduroSolv products, one to two drums are eliminated from landfill waste.
INDOOR ENVIRONMENTAL QUALITY					
5	5.1	5.0	1	Indoor Chemical and Pollutant Source Control	Many liquid water treatment chemicals are not only hazardous to handle, but also may emit harmful vapors. EnduroSolv solid products are not hazardous and do not emit any odors.
INNOVATIVE AND DESIGN PROCESS					
1.1	1.1	1.1	1	EnduroSolv Solid Water Treatment System	In addition to improving operator safety, reducing waste materials, and providing maximum energy and water savings in HVAC operations, EnduroSolv programs also help reduce the carbon footprint associated with liquids. For every case of solids delivered, approximately 2.6 gallons of fuel are saved compared to liquid 55 gallon drum deliveries.

Deposit Analysis Report

Pure Water Solutions

4629 E. Gold Poppy Way
Phoenix, AZ 85044

Report Prepared For: **Larry Abbott**
 Sample Location: **Deposit**
 Sample Date: **9/22/2012**

TS #: **NJ 595**
 Report Date: **9/25/2012**
 Analysis By: **MCI**

Test Spot Test Carbonate:

% Content

Positive

LI Loss on Ignition:
AC Ash Content

47.4%

52.6%

Gross Organic & Inorganic Content

52.6% ● 47.4%

Loss on Ignition equates to loss of water content and then ignition of organic matter contained in the deposit. Ash Content is the residue after ignition and generally represents the inorganic ion content of the deposit.

1 Calcium (CaO)
 2 Magnesium (MgO)
 3 Iron (Fe2O3)
 4 Iron (Fe3O4)
 5 Copper (Cu)
 6 Zinc (Zn)
 7 Sulfate (SO4)
 8 Silica (SiO2)
 9 Phosphate (PO4)
 10 Other (Specify)
 Total

95.4%

<1.0%

1.7%

<1.0%

<1.0%

<1.0%

<1.0%

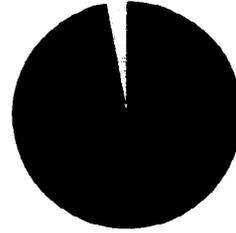
<1.0%

2.9%

100.0%

Inorganic Ion Content

■ 1 ■ 2 ■ 3 ■ 4 ■ 5 ■ 6 ■ 7 ■ 8 ■ 9 ■ 10



The adjacent inorganic ion content values reflect the percentage components of the Ash Content of the deposit.

Additional Tests

The foregoing laboratory report is intended solely as the report of the results of the analytical laboratory procedures undertaken pursuant to the request for the laboratory work received. It is our intent to report the factual results and conclusions only. And no recommendation for action is intended or should be inferred. Our analysis warrants only that this report accurately reflects no other warranty or representation of any kind, express or implied concerning this report or the contents hereof, and no such warranty shall be implied by law.

PureWaterSolutions

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PROPOSAL

FOR

**COMPREHENSIVE CHEMICAL TREATMENT PROGRAM
HVAC SYSTEMS**

COPY 3

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