

ORIGINAL



City of Peoria, Arizona Notice of Invitation for Bid



Invitation for Bid No: **P10-0048** Bid Due Date: **March 16, 2010**

Materials and/or Services: **Granulated Activated Carbon Filter Removal and Replacement** Time: **2:00 P.M. AZ Time**

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

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

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

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

OFFER

To the City of Peoria:

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

For clarification of this offer contact

Name DALE KEAR Telephone (310) 885-4553 Fax (310) 885-4558

Carbon Activated Corp.

Company Name

Authorized Signature for Offer

250 E. Marville St.

Dale Kear

Address

Printed Name

Compton CA 90220

Operations/Sales

City

State

Zip Code

Title

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

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

Attested by

Mary Jo Waddell
Mary Jo Waddell, City Clerk

City of Peoria, Arizona Eff Date 4-2-10

Approved as to form

Stephen M Kemp

CC

Stephen M Kemp, City Attorney



ACON 15310
Contract Number

Awarded on April 1 2010

Official File

Carl Swenson
Carl Swenson, City Manager

P10-0048

GAC Filter Removal and Replacement

	Calgon Carbon Corp	Carbon Activated Corp
Base Bid	\$ 297,407.00	\$ 221,000.00
Tax	\$ 24,089.97	\$ 17,901.00
Total	\$ 321,496.97	\$ 238,901.00
Bid Alternate	\$ 206,745.00	\$ 111,000.00
Tax	\$ 16,746.35	\$ 8,991.00
Total	\$ 223,491.35	\$ 119,991.00
Bid Bond:	A	A



STANDARD TERMS AND CONDITIONS

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1 PREPARATION OF BID:

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

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

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

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

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

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

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

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

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

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

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

12 AWARD OF CONTRACT:

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



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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



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

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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or



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

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
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.



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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.
- 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.



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



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31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
37. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P10-0048

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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 to remove and replace GAC media from 2 existing filters.
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 sixty (60) days after the opening time and date.
4. **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.
5. **Contract Type:** Term with Justifiable Price Adjustment Allowed Definite Quantity
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of twenty-four (24) months.
8. **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, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
10. **Delivery:** Delivery shall be made within thirty (30) days of receipt of a purchase order.
11. **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



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Fax (623) 773-7118

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

12. **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
13. **Warranty:** Each offer shall provide a one-year warranty/guarantee against defects in materials, workmanship and/or performance for all items.
14. **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.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **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/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.



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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

17. **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.

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

b. **Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 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.



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

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

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

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

19. **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

- 20 **Bid Bond:** Non-revocable bid security payable to the City of Peoria in the amount of 10% of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City of Peoria, Materials Management Division by the due date and time cited for this solicitation

The City will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the City will:

- a. Issue a contract award notice for those offers accepted by the City;
- b. Return all checks to those who have not been issued a contract award notice

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the City of Peoria Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

All bid bonds must be executed on forms substantially equivalent to COP Form 301A, on file at the City of Peoria, Materials Management Division and incorporated by this reference. All bid bonds duly executed by the Bidder as Principal and having as Surety thereon a Surety Company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and AM Best rating of "A" or better

21. **Performance Bond:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to the City of Peoria.



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Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City of Peoria, Materials Management Division within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.

All performance bonds must be executed on forms substantially equivalent to COP Form 302A, on file at the City of Peoria, Materials Management Division and incorporated by this reference. All performance bonds duly executed by the Bidder as Principal and having as Surety thereon a Surety Company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and AM Best rating of "A" or better

22. **Payment Bond:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the City of Peoria.

Payment security shall be in the form of a payment bond, certified check or cashier's check.

All payment bonds must be executed on a form substantially equivalent to COP Form 303A, on file at the City of Peoria, Materials Management Division and incorporated by this reference.

23. **Liquidated Damages:** Liquidated damages shall be in the amount specified in MAG Specs, Section 108.9 per day for each calendar day of delay.
- If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

24. **Independent Contractor:**

a. General

- 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.
- 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

- 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.



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- 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.

25. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period
26. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor
27. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

28. **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



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purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

29. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation
30. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
- a. A formal announcement from the manufacturer that the product or model has been discontinued.
 - b. Documentation from the manufacturer that names the replacement product or model.
 - c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation
 - d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model
 - e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
31. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
32. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor
33. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
34. **Descriptive Literature:** All offerors shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected
35. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department



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36 **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

37 **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.

38 **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:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

39 **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.



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40. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
41. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following
- The contractor provides material that does not meet the specifications of the contract.
 - The contractor fails to adequately perform the services set forth in the specifications of the contract.
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - 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:

- Cancel any contract,
 - Reserve all rights or claims to damage for breach of any covenants of the contract,
 - 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;
 - 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
 - Deduction from an unpaid balance,
 - Collection against the bid and/or performance bond, or;
 - Any combination of the above or any other remedies as provided by law
42. **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:
- If the contractor fails to make delivery of the supplies or to perform the services within the time specified, or
 - 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



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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.



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INTRODUCTION

The City of Peoria owns and operates the Greenway Water Treatment Plant (GWTP) which is located at 7300 W. Greenway Rd. GWTP has a current capacity of 16 million gallons per day and is a conventional water treatment plant with ozone and six dual media biologically active carbon filters.

The City would like to remove and replace the GAC in the existing filters on an as needed basis. It is anticipated that 2 filters will be done the first year at the contract award, and 2 per year after for the term of the contract dependent upon available funding in subsequent years. Operational staff will determine which filters are to be rehabilitated. Each filter contains 5 feet of GAC and 1 foot of sand. The sand will be left undisturbed. The filters measure 24' x 24' for a total of 576 square feet per filter 2880 cubic feet of GAC will be replaced in each filter (approximately 80,000 pounds).

GENERAL REQUIREMENTS

The GAC supplier shall have the ability to remove and dispose of existing media and supply, deliver, and install the GAC used by the owner. The supplier shall furnish all necessary hoses, pump, trucks, and appurtenances necessary to complete the task.

The supplier shall supply virgin, food-grade GAC in accordance with these specifications and shall verify the quality of such material with analysis of all shipments. The GAC shall conform to AWWA B604-96, NSF ANSI 61, and all EPA and local regulatory agency regulations regarding use of GAC in a potable water treatment facility.

The activated carbon supplied shall meet minimum standards regarding material specifications and physical properties. These performance criteria shall be evaluated based on samples of the proposed material, which are submitted to the owner, laboratory reports, and the owner's on-site tests of the delivered materials. Failure of samples to meet the performance criteria shall result in rejection of the activated carbon and, in the case of job site samples, in the removal of any installed materials at no cost to the owner.

SUPPLIER'S EXPERIENCE

The GAC shall be furnished by a supplier who is experienced in the application of GAC for potable water treatment. The supplier shall maintain complete engineering, manufacturing, quality control, and service capabilities.

REMOVAL REQUIREMENTS

The supplier's technical staff shall be responsible for the removal and disposal of the spent GAC in the existing filters. The supplier shall coordinate all activities through the plant operational staff.



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INSTALLATION REQUIREMENTS

GAC shall be furnished and installed in each filter at the GWTP by the supplier's technical service staff. Conveying of the new filter media by compressed air through ducts, pipes or hoses is not permitted. Transport and place the GAC carefully to prevent contamination of any sort, and replace GAC made dirty before or after placement with clean GAC. Because of the fragile nature of GAC, transportation by any pneumatic method is prohibited.

Subject GWTP Filter GAC Replacement

Total number of Filters 6
Number of filters to be rehabilitated 2
Filter dimension 24' x 24', 576 square feet
Filter Media depth 6 ft Sand - 1 ft GAC - 5 ft
GAC Media - Bituminous coal based product only.
GAC Volumes: 2880 cubic feet/filter. Approximately 80,000 lbs /filter
Current GAC type: Calgon F820

GAC Specifications	Unit	Minimum	Maximum
Abrasion Number	unit	75	-----
Apparent Density	g/cc	0.50	0.57
Ash	%	-----	8
Effective Size	mm	1.0	1.2
Iodine Number	mg/g	900	-----
Moisture	%	-----	2
US Sieve Series on 8	%	-----	5.0
US Sieve Series -20 Mesh	%	-----	4.0
Uniformity Coefficient	unit	-----	1.5
Water Soluble Ash	%	-----	0.5

Sand Specifications:

1. Acid solubility <2.5 percent
2. Specific gravity >2.50.
3. Flat or micaceous particles <1.0 percent
4. Effective size 0.45-0.55 mm
5. Uniform coefficient <1.4

TESTING STANDARDS

The following standards apply to the testing of the GAC.

Particle size distribution sieve analysis	AWWA B604, 5.2.5
Effective size	AWWA B604, 5.2.5.5
Uniformity coefficient	AWWA B604, 5.2.5.5
Moisture	AWWA B604, 5.2.3
Apparent density	AWWA B604, 5.2.4



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Abrasion number	AWWA B604, 5 2 6
Iodine number	AWWA B604, 5 2 7
Total ash	AWWA D2866-83
Water soluble ash (water-extractables test)	AWWA B604, 5 2 8

SUBMITTALS

Complete descriptive data and specifications for the GAC shall be submitted for review prior to shipment. Submittals shall include, at a minimum, the following information:

1. Supplier's name
2. Source of coal
3. Manufacturing location
4. Capacity of manufacturing facility
5. Process used in production
6. Date of sampling
7. Lot of stockpile tested
8. The activated carbon test results for the required specifications and physical properties.
9. An affidavit certifying that all GAC to be supplied will conform to AWWA B604-96 and NSF ANSI 61 at the time of delivery. Supporting documentation regarding the maintenance of product integrity during shipping and transport shall be submitted.
10. A valid ISO 9001 or better quality standards certificate for the manufacturer and facility from which the GAC is produced

SHIPPING

Filter GAC shall be packaged in 1/2 ton ultraviolet-resistant polyethylene bags (super sacks with bottom pour spout) on pallets. Each bag of material shall be clearly marked with the following information: Effective size, uniformity coefficient, source, date of bagging and the lot or stockpile identification.

The type of truck shall be compatible with the handling and loading facilities available at the water treatment plant.

Each shipment of GAC shall include in the shipping bill of lading the net weight of the contents, the name of the supplier, the lot number, a brand name, and shall bear other markings as required by the applicable regulations and laws.

GAC MEDIA

The GAC shall be a bituminous coal based product. Lignite, peat, wood, or coconut products shall not be used.

The GAC media shall contain less than 5 percent acid-soluble material according to the test procedure in AWWA B100. The GAC shall be steam activated, free from any significant amounts of iron sulfides, clay, shale, dust, and other foreign matter. The GAC shall be washed prior to shipment such that the maximum pH of the backwash water entering the Washwater recovery basin will be less than 9.0.

The GAC shall have the following properties:



SPECIFICATIONS

Solicitation Number: **P10-0048**

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

	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
US Sieve Series on 8	%	-----	5.0
US Sieve Series -20 Mesh	%	-----	4.0
Iodine Number	mg/g	900	-----
Abrasion Number	unit	75	-----
Apparent Density	g/cc	0.50	0.57
	Unit	Minimum	Maximum
Ash	%	-----	8
Effective Size	mm	1.0	1.2
Moisture	%	-----	2
Uniformity Coefficient	unit	-----	1.5
Water Soluble Ash	%	-----	0.5

BID ALTERNATE SPECIFICATIONS

Custom Reactivated GAC shall meet the following specifications

- a. Materials.
 - i. Materials shall comply with the requirements of the Safe Drinking Water Act, and other federal requirements.
 - ii. The reactivated GAC shall comply with NSF 61
- b. Moisture:
 - i. The moisture content of the reactivated GAC shall not exceed 8% by weight of the of the listed container contents as packed, or at the time it is shipped by the supplier, if shipped in bulk, unless otherwise agreed to by the supplier and the purchaser. The moisture content shall be determined in accordance with ANSI/AWWA B604-05.
 - ii. Note: As the moisture content of reactivated GAC may increase during bulk shipment because of ambient conditions that may be beyond the control of the supplier, a moisture content exceeding 8% is permitted in the reference sample collected after the shipment is received.
- c. Apparent Density.
 - i. The apparent density of the reactivated GAC shall be not less than 0.20 g/cc, as determined in accordance with ANSI/AWWA B604-05. Apparent density should be indexed to the virgin GAC value.
- d. Particle Size Distribution:
 - i. Particle size distribution shall be determined in accordance with ANSI/AWWA B604-05. The particle size range of the reactivated GAC shall be as specified herein:
 - ii. Mesh Size: 8 x 20
 - iii. No more than 15% of the reactivated GAC shall be retained on the maximum-size sieve, and no more than 5% of the reactivated GAC shall pass the minimum-size sieve.
- e. Uniformity Coefficient:
 - i. The reactivated GAC shall have a uniformity coefficient not greater than 2.1
- f. Abrasion



SPECIFICATIONS

Solicitation Number: P10-0048

Materials Management Procurement

9875 N 85th Ave, 2nd Fl
Peoria, Arizona 85345-6560
Phone (623) 773-7115
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1. The retention of average particle size of the reactivated GAC shall not be less than 70% as determined either by the stirring abrasion test or the Ro-Tap abrasion test, according to ANSI/AWWA B604-05.
- g Performance Criteria:
- i. Adsorptive Capacity-Iodine Number :
 1. If the iodine number of the received spent GAC is >550, the reactivated GAC shall attain an iodine number at least 850 mg/g, as determined according to the ANSI/AWWA B604-05
 2. If the iodine number of the received spent GAC is <550, the reactivated GAC shall attain an iodine number at least 300 mg/g greater than the spent GAC, as determined according to the ANSI/AWWA B604-05

In no case shall the iodine number of the reactivated GAC be less than 500 mg/g carbon as determined according to the ANSI/AWWA B604-05



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: **P00-0048**

Company Name:

I.

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Base Bid Virgin GAC Removal and Replacement	2	Filters		\$ <u>221,000.00</u>
					Subtotal: \$ 221,000.00
					Tax Rate <u>8.1</u> % Taxes: \$ <u>14,029.76</u>
					Total: \$ <u>235,029.76</u>
	Bid Alternate:				
1.	Reactivated GAC Removal and Replacement	2	Filters		\$ <u>111,000.00</u>
					Subtotal: \$ 111,000.00
					Tax Rate <u>8.1</u> % Taxes: \$ <u>6,497.76</u>
					Total: \$ <u>117,497.76</u>

** GAC - awarded the contract we will verify if extra tax should be included.*

** I believe in the state of Arizona chemicals used by cities for water treatment is non-taxable. Carbon is considered a chemical so it should be non-taxable.*

I also believe reactivated carbon since it is recycled it is also non-taxable.



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: **P10-0048**

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

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

1. Company: Stockton East Water District
 Contact: John Yoshimura
 Address: 6767 E. Main St.
Stockton, CA 95215
 Phone: (209) 948-0537

2. Company: City of Antioch Water Treatment Plant
 Contact: Duane Anderson
 Address: 401 Putnam St.
Antioch, CA 94509
 Phone: (925) 779-7029

3. Company: City of Fairfield NBR Water Treatment Plant
 Contact: Coil Hernandez
 Address: 5110 Water Worker Lane
Fairfield, CA 94533
 Phone: (707) 428-7680 Ext 105

4. City of Chandler Az Water Treatment Plant
Vickie Sharp
(480) 782-3628
We were a sub for Mount W - removed the spent carbon and loaded the virgin carbon.



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P10-0048

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

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



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: **P10-0048**

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



Attach a copy of your Contractor's License to your bid submittal. *In the state of Arizona a contractor license is not required due to not changing a structure now-on; I have a Home Loan California License.*



Attach a copy of your Business License to your bid submittal.

** we will apply and receive Business License from City of Peoria, if awarded contract*



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: **P10-0048**

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

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On MAR 15 2010 before me, Adelaide C. Hunter, Notary Public

(insert name and title of the officer)

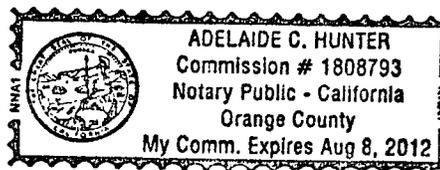
personally appeared Matthew J. Coats,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the
same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A. Hunter



POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Linda D. Coats, Matthew J. Coats, Timothy D. Rapp and Douglas A. Rapp of Laguna Hills, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of January, 2009.

Arch Insurance Company

Attested and Certified

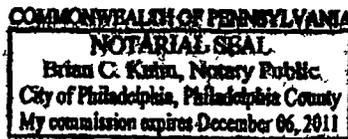


Martin J. Nilsen
Martin J. Nilsen, Secretary

J. Michael Pete
J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Brian C. Kuhn
Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 12, 2009 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of March, 2010.

Martin J. Nilsen
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group
135 N. Robles Ave., Ste. 825
Pasadena, CA 91101



CARBON ACTIVATED CORPORATION

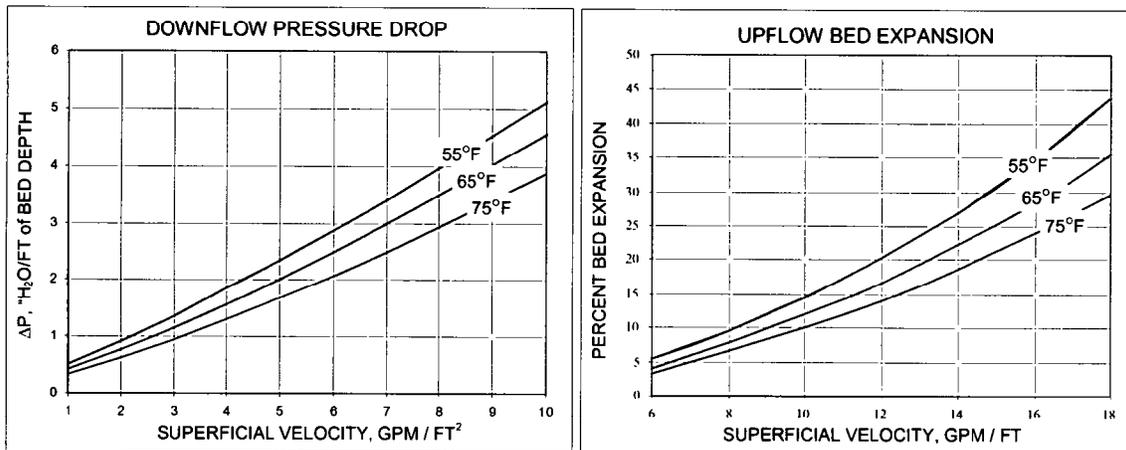
ACTIVATED CARBON & RELATED SERVICES

PRODUCT BULLETIN

ACOL - L 60 (8x20)

Liquid Phase Acid Washed Bituminous Coal Base Carbon

ACOL - L60 is a hard and regenerable Granular Activated Carbon (GAC) manufactured from select grades of Bituminous Coal and is a highly active Granular Activated Carbon (GAC) that has been acid washed to minimize residual ash. **ACOL - L60** is a high density carbon with a large pore volume and high surface area. Its pore structure has been developed for the adsorption of both high and low molecular weight impurities. **ACOL - L60** is commonly used for purifying potable water, ground water and waste water, and a wide variety of decolorizing/deodorizing applications. **ACOL - L60** meets AWWA B604-96 standards and Food Chemicals Codex Standards for drinking water applications and is ANSI/NSF Standard 61 certified.



TYPICAL PHYSICAL PROPERTIES / SPECIFICATIONS

Total Surface Area (BET), m ² /g	900 - 950
Iodine Number, min. (ASTM D4607-94)	900 - 950
Apparent Density (ASTM 2854), g/cc	0.50 - 0.54
Bulk Density, lbs / ft ³	31 - 34
Abrasion No., min. (AWWA B 604/74)	85
U.S. Standard Sieve Size	8 x 20
Retained on No. 8, max.	5%
Passing through No. 20, max.	4%
Effective Size, mm.	1.0 - 1.2
Uniformity Co-Efficient, max.	1.5
Ash, max. (ASTM D2866-94)	8%
Water Soluble Ash, max.	0.50%
Moisture as packed, max. (ASTM D2867-99)	2%

STANDARD PACKAGING

55lb or 27.5lb POLYLINE POLYPROPYLENE BAGS. 200lb FIBER DRUMS 1100lb SUPERSACKS

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall constitute a warranty or representation, expressed or implied for which we assume legal responsibility or that the information or goods is fit for any particular use either alone or in combination with other goods or processes.

ISO-9001: 2008

Certified



Quality
Endorsed
Company



STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

CARBON ACTIVATED CORPORATION

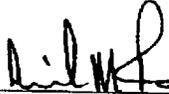
to engage in the business or act in the capacity of a contractor in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR

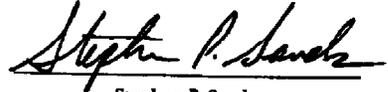
Witness my hand and seal this day,

July 7, 2004

Issued July 6, 2004


SIGNATURE OF LICENSEE

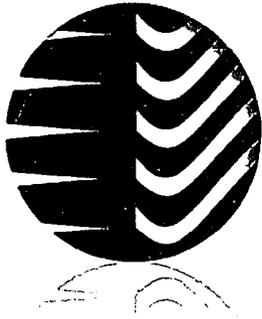

SIGNATURE OF LICENSE QUALIFIER


Stephen P. Sands
Registrar of Contractors

842091

License Number

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



CERTIFICATE OF REGISTRATION

This is to certify that

Carbon Activated Corporation

250 E. Manville Street, Compton, California, 90220 USA

operates a

Quality Management System

which complies with the requirements of

ISO 9001:2008

for the following scope of registration

The Registration Covers the Quality Management System for the Manufacture and Distribution of Activated Carbon, and the Provision of Related Services for Water/Air Purification and Precious Metal Recovery.

Certificate No: CERT-0045836
File No: 1501272
Issue Date: February 1, 2010

Original Certification Date: February 6, 2004
Current Certification Date: February 6, 2010
Certificate Expiry Date: February 5, 2013

Chns Jouppi
President,
QMI-SAI Canada Limited

Alex Ezrakhovich
General Manager,
SAI Global Certification Services Pty Ltd



ISO 9001



Registered by
SAI Global Certification Services Pty Ltd, 286 Sussex Street Sydney NSW 2000 Australia with QMI-SAI Canada Limited, 20 Carlson Court, Suite 100
Toronto, Ontario M9W 7K6 Canada (SAI GLOBAL) This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care
and skill was exercised in carrying out this assessment SAI Global accepts responsibility only for proven negligence. This certificate remains the property
of SAI Global and must be returned to them upon request.
To verify that this certificate is current please refer to the SAI Global On-Line Certification Register www.qmi-saiglobal.com/qmi_companies/

 **SAI GLOBAL**
INFORM. INSPIRE IMPROVE



PAYMENT BOND

**Materials Management
Procurement**

Solicitation Number: **P10-0048**

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

KNOW ALL PERSONS BY THESE PRESENTS

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws
of the State Of _____, with its principal office in the City of,
_____ (hereinafter called the Surety), as Surety, are
held and firmly bound unto the City of Peoria (hereinafter called the Obligee) in the amount of
_____ (Dollars) (\$ _____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the
prosecution of the work provided for in said contract, then this obligation shall be void. Otherwise it remains in full
force and effect

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court

Witness our hands this _____ day of _____ 20_____

_____Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record PAYMENT BOND



PERFORMANCE BOND

**Materials Management
Procurement**

Solicitation Number: **P10-0048**

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

KNOW ALL PERSONS BY THESE PRESENTS

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of
the State Of _____, with its principal office in the City of,
_____ (hereinafter called the Surety),
as Surety, are held and firmly bound unto the City of Peoria (hereinafter called the Oblige) in the amount of
_____ (Dollars) (\$_____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____ IS
hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract
during the original term of said contract and any extension thereof, with or without notice to the Surety and during
the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that
may hereafter be made, notice of which modifications to the surety being hereby waived, then the above
obligations shall be void Otherwise it remains in full force and effect

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court

Witness our hands this _____ day of _____ 20_____

_____ Principal Seal

BY _____

_____ Surety Seal

BY _____

_____ Agency of Record PERFORMANCE BOND



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. P10-0048 Page 1 of 1
Description: Granulated Activated Carbon Filter Removal and Replacement
Amendment No. One (1) Date: 11/24/10

ORIGINAL

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 4/2/11.

THE NEW CONTRACT TERM:

Contract Term: 4/3/11 to 4/2/12

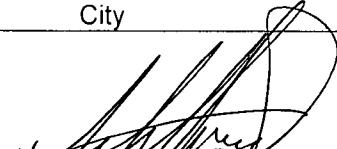
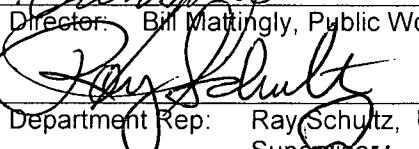
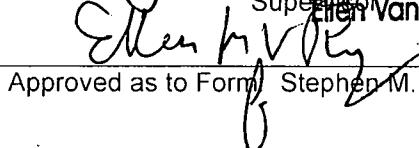
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	12-14-10	Dale Kerr	Carbon Activated Corp.
Signature	Date	Typed Name and Title	Company Name
250 E. Manville St.		Compton	CA 90220
Address		City	State Zip Code

Attested By:

Wanda Nelson

City Clerk

	12-07-2010	Director: Bill Mattingly, Public Works Director
	12/2/2010	Department Rep: Ray Schultz, Utility Treatment Supervisor
		Stephen M. Kemp, City Attorney



CC Number
ACON15310A
Contract Number

The above referenced Contract Amendment is hereby Executed
December 27 2010 at Peoria, Arizona


Herman F. Koebergen, Materials Manager

City Seal

Copyright 2003 City of Peoria, Arizona
(Rev 01/05/09)

Official File

A CON 15310A

SCANNED



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No. P10-0048 Page 1 of 1
Description: Granulated Activated Carbon Filter Removal and Replacement
Amendment No. Two (2) Date: 11/24/10

Buyer: Jennifer Miller

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 4/2/12. LAST YEAR OF CONTRACT

THE NEW CONTRACT TERM:

Contract Term: 4/3/12 to 4/2/13

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

	<u>01-25-12</u>	Dale Kerr	Carbon Activated Corp.	
Signature	Date	Typed Name and Title	Company Name	
<u>250 E. Manville St.</u>		<u>Compton</u>	<u>CA</u>	<u>90220</u>
Address		City	State	Zip Code

Attested By: Wanda Nelson

Wanda Nelson, City Clerk

	<u>01-19-2012</u>	Director: Bill Mattingly, Public Works Director
	<u>1/18/12</u>	Department Rep: Ray Schultz, Utility Treatment Supervisor



CC Number
ACON15310B
Contract Number

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

The above referenced Contract Amendment is hereby Executed

February 6, 2012 at Peoria, Arizona

Dan Zenko, Materials Management Supervisor