CONTRACT AMENDMENT

Solicitation No. Q12-05 Page 1 of 1

Description: Air Testing of Water Reclamation Facilities

Amendment No. Four (4) Date: 4/2/15

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

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/16. **LAST YEAR OF CONTRACT**

New Contract Term: 7/1/16 to 6/30/17

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

Signature	Date	Typed Name and Title	Company Name
Edward Lamb	4/20/16	Edward Lamb, President	LambTech, Inc.

Address	City	State	Zip Code
P.O. Box 6117	Chino Valley	AZ	86323

Attested By:

Rhonda Geriminsky, City Clerk

Director: Stuart Kent, Interim Public Works Director

Project Manager: Robin Bain, Environmental Resources Mgr.

CC Number

ACON28512D
Contract Number

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

The above referenced Contract Amendment is hereby Executed

May 3, 2016, at Peoria, Arizona

Dan Zenko, Materials Manager

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Official File

ACON28512D

(Rev 03/21/13)CF

CONTRACT AMENDMENT

Solicitation No. Q12-05 Page 1 of 1

Description: Air Testing of Water Reclamation Facilities

Amendment No. Three (3) Date: 4/2/15

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

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/15.

New Contract Term: 7/1/15 to 6/30/16

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

Signature	Date	Typed Name and Title	Company Name
Edward Lamb	4/17/15	Edward Lamb, President	LambTech, Inc.

Address	City	State	Zip Code
P.O. Box 6117	Chino Valley	AZ	86323

Attested By:

for Linda L Blas

Rhonda Geriminsky, City Clerk

Michael D. Lebsack (For Bill Mattingly) 4/9/15

Director: Bill Mattingly, Public Works Director

Robin E Bain

Project Manager: Robin Bain, Environmental Resources Mgr.

CC Number

ACON28512C

Contract Number

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

The above referenced Contract Amendment is hereby Executed

April 29, 2015, at Peoria, Arizona

Dan Zenko

Dan Zenko, Materials Manager

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ACON28512C

(Rev 03/21/13)CF

CONTRACT AMENDMENT

Solicitation No. Q12-05 Page 1 of 1

Description: Air Testing of Water Reclamation Facilities

Amendment No. Two (2) Date: 3/31/14

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

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/14.

New Contract Term: 7/1/14 to 6/30/15

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

Signature	Date	Typed Name and Title	Company Name
Edward Lamb	5/22/14	Edward Lamb, President	LambTech, Inc.

Address	City	State	Zip Code
P.O. Box 6117	Chino Valley	AZ	86323

Attested By:

Rhonda Geriminsky, City Clerk

04-03-2014

Director: Bill Mattingly, Public Works Director

Project Manager: Robin Bain, Environmental Resources Manager

CC Number

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

ACON28512B
Contract Number

The above referenced Contract Amendment is hereby Executed

May 29, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager

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(Rev 03/21/13)CF

ACON28512B

CONTRACT AMENDMENT

Solicitation No. Q12-05 Page 1 of 1
Description: Air Testing of Water Reclamation Facilities
Amendment No. One Date: 4/30/13

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

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/13.

Contract Term: 7/1/13 to 6/30/14

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

Signature	Date	Typed Name and Title	Company Name
Edward Lamb	5/20/13	Edward Lamb, President	LambTech, Inc.

Address	City	State	Zip Code
P.O. Box 6117	Chino Valley	AZ	86323

Attested By:
for Rhonda Geriminsky, City Clerk

05-09-2013
Director: Bill Mattingly, Public Works Director

Robin E. Bain
Project Manager: Robing Bain, Environmental Resources Manager

CC Number

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

ACON28512A
Contract Number

The above referenced Contract Amendment is hereby Executed

June 17, 2013, at Peoria, Arizona

for D.Z.
Dan Zenko, Materials Management Supervisor

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A CON 28512A

(Rev 03/21/13)CF

ORIGINAL

City of Peoria, Arizona
Request for Quotation

Request for Quotation No: **Q12-05**

Materials and/or Services: **Air Testing of Water Reclamation Facilities**

Bid Due Date: **April 11, 2012**

Time: 5:00 P.M. AZ Time

Contact: **Terry Andersen**

Location: City of Peoria, Materials Management

Phone: (623) 773-7115

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

This is NOT a Purchase Order

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

Delivery Location: 9875 N 85th Ave., Peoria, AZ 85345	Buyer: Terry Andersen

Vendor Quotation

Delivery shall be made 30 **Calendar days after receipt of order.** **Payment Terms:** Net 30

Company Name	Address	City	State	Zip Code	Telephone / Fax
Lamb Tech	PO Box 6117	Chino Valley	AZ	86323	602-549-4271 / 928-636-2109

Signature	Typed Name	Title	Date
Edward Lamb	Edward Lamb	President	4/9/12

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:
Wanda Nelson
Wanda Nelson, City Clerk

A CON 28512
Contract Number

Official File

City of Peoria, Arizona. Eff. Date: 07/01/12

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

Awarded on June 5, 2012

Dan Zenko
Dan Zenko, Materials Management Supervisor

SOLICITATION AMENDMENT

Solicitation No:	Q12-05
Description:	Air Testing of Water Reclamation Facilities
Amendment No:	One (1)
Solicitation Due Date:	04/17/12
Solicitation Due Time:	5:00 PM

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

Buyer: Terry Andersen

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

1. Clarification to Solicitation Q12-05, Air Testing of Water Reclamation Facilities as follows:

   The City of Peoria performs its own compliance testing and monitoring. The City is looking for independent monitoring for operational purposes only to confirm the City's compliance monitoring on a yearly basis.

2. Extend due date to April 17, 2012 at 5:00 PM

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Edward Lamb 4/18/12
Signature Date

Edward Lamb President
Typed Name and Title

LambTech
Company Name

PO Box 6117
Address

Chino Valley AZ 86323
City State Zip

The above referenced Solicitation Amendment is hereby Executed

04/10/2012

at Peoria, Arizona

Terry Andersen
Terry Andersen, CPPB
Buyer I

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COP 207 (02/01/08)HFK

REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

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

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.

2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.

3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.

4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.

5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.

6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.

7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.

8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.

9. **New:** All items shall be new, unless otherwise stated in the specifications.

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

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

STANDARD TERMS AND CONDITIONS

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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
   a. The submission of the offer did not involve collusion or other anti-competitive practices.
   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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

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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. 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.

    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.

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.

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

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

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

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **Q12-05**

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Air Testing of Water Reclamation Facilities.**

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.

5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

   Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Fixed Price

7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

9. **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.

10. **Submittal Requirements:** **Proposal Format and Submittal Requirements are outlined on Pages 16 - 17 of this Request for Proposal.**

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

    a. Project Understanding and Method of Approach;
    b. Overall Experience;
    c. Cost Considerations;
    d. Conformance to RFQ;

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

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions

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may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

13. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on the behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

15. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

16. **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.

17. **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.

18. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

19. **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 contains 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.

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

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

20. **Required Insurance Coverage**:

a. Commercial General Liability

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

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

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

Any Contractor subletting 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.

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

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

22. **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.

23. **Independent Contractor:**

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

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

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

c. Other Benefits

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

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

a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately

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notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

25. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

    No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

26. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

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

27. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

28. **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.

29. **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.

30. **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.

31. **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:

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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 to 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 contracts retention requirements.

d. Ensure that office computers are password protected and that computer screens lock after a set period of time.

e. Ensure that offices and workspaces containing customer information are secure.

f. Ensure that computer virus protection is up to date.

32. **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.

33. **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.

34. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

a. The contractor provides material that does not meet the specifications of the contract;

b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

a. Cancel any contract;

b. Reserve all rights or claims to damage for breach of any covenants of the contract;

c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;

d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

i. Deduction from an unpaid balance;

ii. Collection against the bid and/or performance bond, or;

iii. Any combination of the above or any other remedies as provided by law.

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35. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

    a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or

    b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.

36. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

    a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or

    b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

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

SCOPE OF WORK

Solicitation Number: Q12-05

Materials Management Procurement

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I. INTRODUCTION

The City of Peoria is soliciting proposals to have yearly air testing performed at its water reclamation facilities and establish a one year term contract with renewal options. The City currently has four water reclamation facilities operating and has regulatory requirements for odor control.

II. TESTING REQUIREMENTS

Scope of services includes, but is not limited to the following:

a. Knowledge of Maricopa County Air Quality Department (MCAQD) air requirements
b. Perform airborne hydrogen sulfide (H2S) sampling at part per billion (ppb) levels at the property fence line on an annual basis.
c. Provide annual efficiency testing of the odor scrubber. The testing includes the following activity:
   - Sample scrubber emissions for hydrogen sulfide sampling
   - Calculate scrubber removal efficiency
d. All equipment needed for testing will be supplied by the supplier
e. Provide service call for isolated incidents of odor scrubber or consultant issues as needed.

III. DELIVERABLE

Deliverable will be a detailed report of the odor scrubber removal efficiency of hydrogen sulfide and the average of the fence line monitoring for the hydrogen sulfide. A graphical representation of the hydrogen sulfide testing will also be included to compare against Maricopa County fence line standard of 0.030ppm over thirty minute duration.

IV. SPECIFIC TESTING LOCATIONS

a. Jomax Water Reclamation Facility
   12483 W. Jomax Rd., Peoria, AZ 85383

b. Beardsley Water Reclamation Facility
   19980 N. 111th Ave., Peoria, AZ 85345

c. Butler Water Reclamation Facility
   8660 N. 78th Ave., Peoria, AZ 85345

d. Influent Pump Station
   9976 W. Northern Avenue
   Peoria, AZ 85305

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I. PROPOSAL FORMAT AND CONTENT

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in the Request for Quotation.

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission. Failure to provide the following may result in proposal rejection.

1. Project Understanding and Method of Approach:
   Demonstrate an understanding of the Scope of Work and present a proposed method to accomplish the required services as outlined in the Scope of Work.

2. Experience and Qualifications:
   a. Provide a list of staff members (to include experience and qualifications)
   b. Provide a copy of certification for each staff member
   c. Provide References from Similar Projects (Three (3) owner references completed within the last five (5) years)

3. Cost:
   a. Offeror shall complete Price Sheet on Page 18.

4. Conformance to RFP:
   a. Complete all forms including:
      i. Offer Sheet (Page 1)
      ii. Price Sheet (Page 18)
      iii. Questionnaire (Page 19-22)
   b. Failure to provide all requested information may result in proposal being rejected as non-responsive.
   c. Exceptions – any exceptions to the RFP are to be clearly noted and identified on Page 20.

III. EVALUATION CRITERIA

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

1. Project Understanding and Method of Approach
2. Overall Experience.
3. Cost Considerations
4. Conformance to RFQ

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

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IV. PROPOSAL SUBMITTAL DUE DATE AND CONTACT INFORMATION

The proposal shall be due no later than 5:00 p.m. Arizona Time on April 11, 2012.

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

City of Peoria
Materials Management
Solicitation # Q12-05 Air Testing of Water Reclamation Facilities
9875 N. 85th Ave. – 2nd Floor
Peoria, AZ 85345

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

All questions regarding this RFP should be directed to Terry Andersen, Buyer at (623) 773-7981 or E-mail at Teresa.Andersen@peoriaaz.gov.

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

PRICE SHEET

Solicitation Number: **Q12-05**

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Item	Description of material and/or services		Price	Unit Price
1.	Property Fence Line Sampling Cost		EA	$ 2500.00
2.	Efficiency Testing of Odor Scrubber Cost		EA	$ 2500.00
3.	Labor Cost (per hour rate)		HR	$ 100.00
4.	Service Call, as needed (per hour rate)		HR	$ 100.00

QUESTIONNAIRE

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Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: City of Phoenix
   Contact: Lynn Ogata
   Address: 200 W. Washington St. 9th Floor
   Phoenix, AZ 85003
   Phone: 602-534-9649
   Email: Lynn.ogata@phoenix.gov
   Type of Work: Fenceline + Scrubber Testing For H_2S

2. Company: City of Glendale - Arrowhead Ranch WRF
   Contact: Earl Babcock
   Address: 8180 W. Union Hills Dr.
   Glendale, AZ 85310
   Phone: 623-930-3951
   Email: ebabcock@ci.glendale.az.com
   Type of Work: Fenceline + Scrubber Testing for H_2S

3. Company: Liberty Water Co.
   Contact: Matthew Garlick
   Address: 12725 W. Indian School Rd D101
   Avondale, AZ 85392
   Phone: 602-257-2821
   Email: matthew.garlick@libertywater.com
   Type of Work: Fenceline + Scrubber Testing for H_2S

QUESTIONNAIRE

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

None

QUESTIONNAIRE

Solicitation Number: **Q12-05**

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Phone: (623) 773-7115
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City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

☒ **If you already have a City of Peoria business license, please attach it to your proposal.**

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

Account Number
10009051

Valid until 12/31/2012 unless revoked

2012

Occupational License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria subject to the provisions of the Peoria City Code, Chapter 11

Post in a Conspicuous Place
Non-Transferable

Business Address:
5115 N BLACK CANYON HWY
PHOENIX AZ 85015

338068-02-1392
DBA LAMBTECH
PO BOX 6117
CHINO VALLEY AZ 86323

Tom Johnson, Tax and License Supervisor

QUESTIONNAIRE

Solicitation Number: **Q12-05**

Materials Management
Procurement
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__X__.

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

LAMBTECH
P.O. BOX 6117
CHINO VALLEY, AZ 86323

Odor and Hydrogen Sulfide Monitoring Specialists Since 1991

PROPOSAL TO THE CITY OF PEORIA
RFQ# Q12-05

AIR TESTING OF WATER RECLAMATION FACILITIES

PROPOSAL DUE DATE AND TIME

APRIL 11, 2012
5:00 PM ARIZONA TIME

LambTech P.O. Box 6117, Chino Valley, AZ 86323 Phone 602-549-4271 Fax 928-636-2109 elamblts@msn.com

LambTech Air Testing Proposal

Project Understanding

LambTech has performed thousands of projects for the last 21 years that are identical to this request for fenceline and odor control system evaluations. Maricopa County AQMD, The City of Phoenix, and LambTech worked together in the early 1990's to establish the testing criteria requested in this proposal at the 23rd Avenue WWTP in Phoenix. The fenceline walk testing is still being done on a quarterly basis at 23rd Ave. WWTP in the City of Phoenix. LambTech also performs identical testing for the City of Glendale at the West Area WRF and Arrowhead Ranch WRF; for Liberty Water in Litchfield Park at the Palm Valley WRF and in Pinal County at the Gold Canyon WRF; for the City of Scottsdale at the Scottsdale Water Campus and at Gainey Ranch WRF; for Severn Trent Services at the Ocotillo WRF in Chandler and the Neely WRF in Gilbert; and for Pacific Environmental Resources Corp. for the Sundance WRF in Goodyear and at SPA-2 WRF in Surprise, and a number of other wastewater facilities for the City of Goodyear, City of Surprise, City of El Mirage and the City of Tempe. LambTech has also performed this exact type of testing for the City of Peoria for the last five years at each of the facilities named in this RFQ so the company has detailed knowledge of the project requirements.

Method Approach

LambTech will perform annual monitoring at the Beardsley Road WRF, the Jomax Road WRF, the Butler Drive WRF, and at the 99th Ave. Butler Drive Influent Pump Station annually starting at the request of the City. LambTech will monitor the fenceline of each facility using a hand-held Jerome 631X part-per-billion hydrogen sulfide analyzer, sampling every 50 feet around the perimeter of each water reclamation facility. At the pump station, four sides (North, South, East, and West) will be monitored for thirty minutes each to collect a 30-minute average on each fenceline to include in the final report.

The Jerome 631X hydrogen sulfide analyzer will be checked for calibration using a certified 10-PPM hydrogen sulfide gas source prior to, and after the studies are complete. An Excel spreadsheet will be part of the report, detailing the concentrations found at each location, and an average for each fenceline will be recorded in the report to satisfy Maricopa County's maximum allowable emissions limit for hydrogen sulfide of 0.030 PPM over a 30-minute average.

LambTech also will perform a scrubber/odor control evaluation on each odor control system at each facility for a two-hour period using the same Jerome 631X hydrogen sulfide analyzer. Each odor control system will be evaluated for removal efficiencies by testing the inlet and outlet hydrogen sulfide concentrations of each system to determine each system's average removal efficiency every fifteen minutes. All pertinent operating parameters will be recorded including: pH, ORP, make-up water rates, recirculation pump discharge pressures, and packing and mist eliminator pressure drops. Airflow rates will be evaluated on each system and included as part of the final report. Three copies of the final report will be submitted to the City within ten working days of project completion that detail fenceline concentrations, scrubber removal efficiencies, and all scrubber operating parameters, along with recommendations on improving the scrubbers' operation, or on resolving any excessive odor/hydrogen sulfide emissions.

A flyer and a list of references is included in this proposal outlining the extensive experience LambTech has in testing and consulting for odor and hydrogen sulfide emissions control in the valley and across the country.

LambTech P.O. Box 6117, Chino Valley, AZ 86323 Phone 602-549-4271 Fax 928-636-2109 elambits@msn.com

LAMBTECH

LambTech has been in the hydrogen sulfide and odor monitoring business for over 21 years performing wastewater treatment plants and collection system odor and H_2S evaluations. LambTech has been involved in hundreds of large and small odor control projects at waste treatment facilities and municipal collection systems across the country. LambTech has also provided services to optimize and properly maintain odor control systems and collection and conveyance systems odor control chemical feed sites. LambTech also specializes in training and testing all types of odor control systems across the country. In addition to the typical odor monitoring, testing, and training projects, LambTech also provides field calibration and service of the Sycamore/Odalog product line.

Edward A. Lamb -- President 1991-Present

Mr. Lamb attended Devry Institute of Technology, and has worked in the instrumentation hydrogen sulfide monitoring, and odor testing field for over 25 years. In the past twenty one years, Mr. Lamb has specifically been involved in odor, air, and hydrogen sulfide monitoring and testing in the municipal water and wastewater field. Mr. Lamb has been a member of the Water Environment Federation for 25 years, and has been involved in the odor specialty conference from its inception and served on the odor control committee from 1990 to present. Mr. Lamb is a past and current co-chairman and is one of the presenters for the AZ Water sub-committee for the outlying collection line operation and maintenance training program. Mr. Lamb has also authored a chapter on odor control in collection lines for the Water Environment Federation, Collection Systems Training Course. At LambTech, Mr. Lamb focuses on project management and system recommendations, and is involved in most scrubber start-ups, performance tests and scrubber training projects. He is also involved in scrubber development, and has received patents on a scrubber design and a calibration gas generator. He is also currently consulting for Detection Instruments Corp. and Sycamore Technologies, Inc. on the *Sycamore Hydrogen Sulfide CEM*, a continuous single or multi-point PPM and PPB hydrogen sulfide odor control scrubber monitor and chemical feed pump controller that was awarded the 2007 Innovative Product of the Year, in the Instrumentation Category for the Water Environment Federation. He was also a founder of Arizona Instrument in 1978, the manufacturer of the Jerome 631X hydrogen sulfide analyzer used on many projects across the country.

Cynthia G. Lamb -- Vice President 1991-Present

Mrs. Lamb has attended United States International University, San Diego, and the University of Colorado at Boulder. She has worked in office management, scientific journal editing and publishing and public relations. Mrs. Lamb assists in office administration, hiring, and report editing.

John Mann – Senior Project Manager 2010-Present

Mr. Mann has worked for the City of Tempe for 30 years in the wastewater department and in his last position was the water and wastewater manager. John Mann has extensive experience with operating and managing a water and wastewater department with responsibilities for all the staff in each department. While working at the City of Tempe Mr. Mann held his *Grade Four* certificate for the state of Arizona and assisted Mr. Lamb in odor control training as part of the *AZ Water Collection* Systems outlying facility training program held at various cities across the state. Mr. Mann also has detailed knowledge of various odor control systems on the market and general odor control practices and approaches to solving odor control problems. Some of Mr. Mann's responsibilities include; project management, data compiling, and performing many of the field projects along with Mr. Lamb on projects such as: plant-wide odor evaluations, odor control system evaluations, wastewater collection line monitoring and evaluations, and fenceline hydrogen sulfide evaluations.

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COMPANY PROJECT OVERVIEW

The majority of the projects have focused on general plant odor evaluations and consulting, odor control equipment monthly or quarterly monitoring, initial start-ups and performance testing, fenceline and in-plant air monitoring, scrubber and odor control training, air balancing, collection line evaluations, and odor control system maintenance. LambTech has worked either directly for, or through larger engineering firms for the top twelve cities in Arizona, Phoenix, Tucson, Mesa, Glendale, Scottsdale, Chandler, Peoria, Tempe, Gilbert, Carefree, Surprise and Lake Havasu City, and other large municipalities such as Pima County in Tucson, City of North Las Vegas, NV, and Albuquerque Water Utility Authority in Albuquerque, NM. LambTech has also worked as a sub-consultant on various odor and hydrogen sulfide evaluations for most of the large engineering firms and contracting/building companies across the country.

COMPANY PROJECT LIST

1. Ongoing system-wide odor evaluations for Pima County, Tucson, AZ at each of the six waste treatment facilities in the Tucson area. All packed tower odor scrubbers, biofilters and carbon adsorbtion systems are evaluated on either a monthly or quarterly basis. All collection line chemical feed sites are monitored quarterly with liquid and airborne H_2S analysis on a quarterly basis. Special projects, such as odor panel testing and total reduced sulfur testing are performed upon request as well as collection line evaluations that are not part of the chemical treatment program. This is an ongoing 5-year contract, and LambTech has worked for Pima County since 1993.

Pima County RWRD- Dennis Froehlich 520-907-1028

2. Scrubber startup, recommended scrubber modifications, training, and performance testing on one two-stage DEI Systems, Inc. packed tower odor scrubber at the Arlington County WRF, Arlington, VA. Project performed for Frucon Contracting, Arlington, VA.

Frucon Contracting- Mike Smith 730-635-5815

3. Collection line evaluation for (SROG) the consortium of the valley's cities as a specialty sub-consultant under Malcolm Pirnie to test the Salt River Outfall Interceptor in Mesa, Tempe and Phoenix for hydrogen sulfide, odors and liquid phase testing.

Malcolm Pirnie – Dick Pope 914-641-2708

4. Collection line evaluation for the consortium of the valley's cities and The City of Phoenix under Damon S. Williams to test downtown Phoenix lines, and the Salt River Outfall Interceptor in Mesa, Tempe and Phoenix to perform corrosion rate evaluations.

DSWA – Damon S. Williams 602-265-5400

5. Collection line and treatment plant odor and hydrogen sulfide evaluations in Pima County to cover most of the City of Tucson for future design of collection line and treatment facilities odor control systems and chemical feed requirements. The most recent project was as a sub-consultant to Greeley & Hansen and CH2M Hill to evaluate all odorous point-sources in the City of Tucson and the main interceptors that feed the Roger Road WWTP, Tucson, AZ.

Greeley & Hansen – Jerry Bisch 602-778-8479
CH2M Hill – Chris Quigley 512-426-6073

Project List Continued

6. Quarterly hydrogen sulfide fenceline and odor control systems monitoring and odor consulting for the Albuquerque Water Utility Authority in Albuquerque, NM at the Southside Wastewater Reclamation Facility. This is an ongoing 3-year contract.

Albuquerque Water Utility Authority - Mark Holstad 505-259-3819

7. Hydrogen Sulfide fenceline monitoring for the City of Phoenix at the 23rd Ave. Waste Water Treatment Plant and 29 pump stations. This is an on-going 10-year contract.

City of Phoenix - John Jacobs (23rd Ave.) 602-534-1356
City of Phoenix – Adam Zendejas (collections) 602-722-5184

8. Packed tower odor scrubber performance testing at the Point Loma WWTP, San Diego, CA, Hyperion WWTP, Los Angeles, CA, and Orange County Sanitation District, Huntington Beach, CA. Fiberglas inspection on various ductwork pieces for Perris WWTP.

Daniel Mechanical – Tim Malki 323-791-4299

9. Quarterly scrubber, fenceline and in plant testing at three City owned wastewater facilities and one pump station in Peoria, AZ. This is an ongoing 8-year contract.

City of Peoria – Leisha Williams 623-419-5372

10. Collection line evaluation on eight collection line locations in Gilbert, AZ performed for CH2M Hill.

CH2M Hill – Chris Quigley 512-289-4643

11. Five-day 24- hour performance testing with continuous hydrogen sulfide injection at the Sand Island WWTP in Honolulu, HI for Hawaiian Dredging Corp./Azzuro Corp.

Hawaiian Dredging – Kurt Hara 808-479-3209

12. Monthly and quarterly odor and hydrogen sulfide monitoring at the Scottsdale Water Campus, Gainey Ranch WRF, and at all of the larger pump stations in Scottsdale, AZ., as well as miscellaneous odor and airflow evaluations at the water reclamation facility and in the municipal collection system. This is an ongoing 15-year contract.

City of Scottsdale - Art Nunez 480-312-8724

13. Hydrogen sulfide fenceline monitoring at the Arrowhead Ranch Water Reclamation Facility in Glendale, AZ. This is an on-going 19-year contract.

City of Glendale – Earl Babcock 623-930-3951

14. Scrubber maintenance on two U.S. Filter packed tower odor control systems at the Palm Valley WRF, Litchfield Park, AZ. This is an ongoing 8-year contract.

Litchfield Park Service Co. – Matthew Garlick 602-757-2821

15. Scrubber maintenance and quarterly fenceline and scrubber performance testing on one 11,000 CFM Duall packed tower odor scrubber at the Gold Canyon WRF, Gold Canyon, AZ. This is an ongoing 5-year contract.

Gold Canyon Sewer Co. - Dan Schanaman 480-283-4543

LIST OF REFERENCES

Chuck McGinley, Principal
McGinley Associates, 13701 30th St. Circle, Stillwater, MN 55082
612-439-1708

Richard Pope, Vice President
Malcolm Pirnie, 104 Corporate Park Dr. White Plains, NY 10602
914-694-2100

Chris Easter, Engineering Manager
Chris Quigley, Engineering
CH2M Hill
512-289-4643 (Chris Quigley)
804-559-4993 (Chris Easter)

Earl Babcock, Plant Supervisor
City of Glendale, 4805 W. Cholla Dr. Glendale, AZ 85304
602-930-3951

John Sherlock, Deputy Director-Wastewater Treatment Division
Pima County WWMD, Ina Road Waste Water Treatment Plant, 7101 N. Casa Grande Highway, Tucson, AZ
520-419-4850

John Warner, Deputy Director/Operations Manager – Wastewater Management Operations
Pima County Wastewater Management District, 3390 N. Richey Blvd. Tucson, AZ 85716
520-326-4333

Robert Bowker, President
Bowker Associates, 477 Congress St. Suite 1004 Portland, ME 04101
207-844-8077

Kerry Brough, VP Engineering or Steve Davidson, Odor Specialist/Project Engineer
Brown & Caldwell 3636 N. Central Ave. Suite 200 Phoenix, AZ
602-222-4444

Art Nunez, Wastewater Treatment Director
City of Scottsdale
9191 E. San Salvador Dr., Scottsdale, AZ
480-312-8724

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323-791-4299