

**AGREEMENT FOR
VARIOUS GASES FOR WATER QUALITY
City of Glendale Solicitation No. IFB 21-54**

This Agreement for Various Gases for Water Quality ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Matheson Tri-Gas, Inc., a Delaware corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 20_____.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 21-54 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$100,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
- 11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
- 12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Matheson Tri-Gas, Inc.
c/o Laurie Schaefer
1545 W. Watkins St.
Phoenix, AZ 85007

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anthony Weathersby
5850 W Glendale Ave Suite 317
Glendale, Arizona 85301
623-930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:

<http://www.mesaaz.gov/business/purchasing/save>

18. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Matheson Tri-Gas, Inc.,
a Delaware corporation

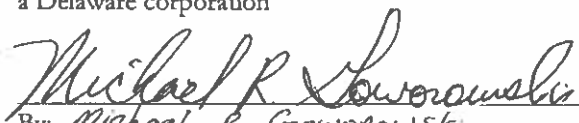

By: Michael R. Growrowski
Its: ARIZONA REGIONAL GENERAL
MANAGER

EXHIBIT A
VARIOUS GASES FOR WATER QUALITY
PROJECT

Contractor will provide the purchase and delivery of gases for the City of Glendal Water Services. The gases are listed in the Technical Specifications section of IFB 21-54 and will be delivered to multiple locations including Water Quality Laboratory, Oasis Water Treatment Plant, Cholla Water Treatment Plant and Pyramid Peak Water Treatment Plant.



CITY OF GLENDALE PROCUREMENT DIVISION INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 21-54

ONLINE BID NUMBER: 42100073

TITLE: VARIOUS GASES FOR WATER QUALITY

PUBLISHED DATE: June 3, 2021

BID DUE DATE AND TIME: **June 24, 2021 BEFORE 2:00 PM LOCAL TIME**
*NOTE: This is a sealed bidding process requiring bids to be submitted **ONLINE** via the Vendor Self-Service (VSS) system at <https://glendaleaz.munisselfservice.com> before the date/time shown above. The Vendor Self-Service system will not accept late bids.*

CONTACT: Anthony Weathersby, Contract Analyst
Procurement Division
623-930-2864
Aweathersby@glendaleaz.com

Bids must be submitted electronically to Procurement through Vendor Self-Service System (VSS).

Bids shall be opened publicly at the time, date, and location identified herein; and, the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.


	<p>SOLICITATION NUMBER: IFB 21-54/ 42100073</p> <p>VARIOUS GASES FOR WATER QUALITY</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1. INTRODUCTION

The City of Glendale, Arizona (City), is requesting bids from qualified vendors for the purchase and delivery of various gases for the water quality laboratory and process operations laboratory instrumentation on an “as needed” basis. These chemicals will be used for the analysis of drinking water and reclaimed water contaminants. The resulting Agreement shall provide for all materials in this contract. Unit pricing shall be firm, include the cost of freight and all other associated direct or indirect costs, excluding taxes.

2. OBJECTIVES

The Water Services Department is requesting bids for the purchase of laboratory instrumentation gases to help with their mission of delivering clean, safe water to its customers. Each of the line items may be awarded separately.

3. QUANTITIES

The quantities referenced in this solicitation are estimates ONLY and are to be used for information purposes only. No commitment of any quantity is made during this contract. A Safety Data Sheet should be delivered at least once per year with each gas.

4. PRODUCT BRANDS

- **CYLINDER LABELING AND IDENTIFICATION**
 - A label meeting the requirements of the United States Department of Transportation shall be affixed to each cylinder. Each cylinder label must legibly list contents, grade, and size of each cylinder.
 - All labels shall have a date indicating the content’s expiration date and/or the date the gas would be expected to have deteriorated to the point that the contents contained therein are outside the required standards set forth in the IFB. The expiration date must be at a minimum twelve (12) months from the date of delivery to the using agency.
 - Labels must be designed of a quality that they will not fall off during the period of delivery time and the time they are within the City’s custody.
 - All rental cylinders shall be affixed with a label identifying contractors’ name/logo and address to ensure the correct cylinders are returned to the appropriate contractor.
 - A cylinder delivered without a proper identifying label shall be rejected.
 - A cylinder that is delivered defective or cosmetically unsuitable for use within the facility shall be rejected and immediately replaced by the contractor at no additional cost.

- **CYLINDER REQUIREMENTS**
 - All cylinders shall have a valve protection cap properly installed when shipped and delivered. The caps must remain in place during transportation and unloading and secured in place until the cylinder has the regulator attached.



SOLICITATION NUMBER: IFB 21-54/ 42100073

VARIOUS GASES FOR WATER QUALITY

**CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301**

- Cylinder valves are to be of high-quality assuring not only proper gas releasing, but also that pressure pop-off devices do not release under normal operating conditions and that valves fit tightly when attached to regulators.
 - All cylinders shall be manufactured in accordance with ICC, USDOT and the CGA.
 - All cylinders shall be complete with all fittings, valves and caps, in good working order and free of dirt, debris and rust.
 - A cylinder that leaks, is bulged, has defective valves or safety devices, bears evidence of physical abuse, fire or heat damage, or detrimental rusting or corrosion, must not be used unless it is properly repaired and requalified as prescribed in the regulations set forth by the USDOT.
 - All cylinders shall contain a positive type safety disc to meet the requirements of the USDOT.
 - All cylinders shall be delivered with a full/empty identification tag. All cylinders delivered not completely full shall be rejected by the City. All cylinders that have been rejected by the City shall be replaced by the contractor within the time frame set forth by the City at no additional charge to the City.
 - All cylinders used to deliver gases must be compatible/non-reactive with the gases enclosed. The contractor shall warrant that no gases will be delivered in any cylinder made from materials that will react or in any way degrade the content of gases within the cylinders. Should a contractor deliver any cylinders made from substances that react with or degrade the content of gas, the entire order shall be replaced by the contractor at no additional charge to the City.
 - If the City deems the product to not be within product specifications, that product will be rejected. The City will not pay for this delivery.
- **QUALITY CONTROL**
- In the event problems are suspected, the contractor shall have available a technical representative within forty-eight (48) hours of notification.
 - The contractor shall have a viable quality control program in place that ensures all containers and products are maintained and supplied properly. The program shall be consistent with industry standards.
 - Quality control records shall be made available to the City upon request.
 - Any damages due to non-compliant gases i.e., contamination from improper gas formulations, mislabeled or defective cylinders shall be the responsibility of the contractor. If supplied gases are the suspected cause of any damages to the equipment located at the City, the City reserves the right to request an analysis by an independent laboratory. Should the analysis reveal the gas was non-compliant; the contractor shall be responsible for the cost of the analysis, in addition to any other damages that may occur

5. DELIVERY

- All deliveries shall be FOB Destination with freight prepaid and allowed to the various locations listed in this solicitation and any other location requested by the Water Services Department.
- Fuel surcharge shall not apply.
- Deliveries shall be made during the hours specified by each location shown in the Technical Specifications.



SOLICITATION NUMBER: IFB 21-54/ 42100073

VARIOUS GASES FOR WATER QUALITY

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

- After-hours deliveries may be rejected or required to wait until the next business day.
- Deliveries shall be made as scheduled and confirmed. Delayed deliveries shall not extend beyond 48 hours.
- The City may require deliveries within 48 to 72 hours of placing order during times of high usage or emergencies.
- Contractor delivery vehicles shall have all necessary equipment with which to handle and unload product in a safe and secure manner.
- Drivers shall be fully trained in all aspects of safe product handling. They shall wear all required protective equipment while making deliveries. Failure to do so will result in removal from the facility.
- Delivery drivers shall comply with any special instructions given upon arrival and shall maintain a pleasant, professional demeanor while visiting the facility. Failure to do so will result in removal from the facility.
- **The City will not permit overnight parking at City facilities.**
- If during delivery and unloading the supplier causes products to be spilled or otherwise improperly discharged, the supplier shall contain, clean up and return the site to the condition existing before the spill. The City shall not be liable for the costs of containment, clean up and returning the site to the pre-spill conditions. The supplier shall notify the City immediately in the case of a spill or accident. If a spill is detected by City personnel after a delivery has been made and it has not been contained, cleaned up or disposed of the City will immediately contain, clean up and return the site to the condition existing before the spill. The supplier shall in this case be liable for the cost of containment, clean up and restoration.

6. TECHNICAL SPECIFICATIONS

1. Nitrogen, UHP Grade, minimum 99.999%, Size 5T (or equivalent size tank), C. F. (300) cylinder

- A. Pricing to be per unit.
- B. Pricing for delivery and hazardous materials charges is to be on a separate line.
- C. Pricing for cylinder Rental is to be on a separate line.
- D. Delivery:
 - 1) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
 - 2) Delivery shall be made within five (5) business days of an order.

E. Delivery locations:

Oasis Water Treatment Plant
7070 W. Northern Ave.
Glendale AZ 85303

Cholla Water Treatment Plant
4805 W. Cholla St.
Glendale AZ 85304



SOLICITATION NUMBER: IFB 21-54/ 42100073

VARIOUS GASES FOR WATER QUALITY

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

Pyramid Peak Water Treatment Plant
28101 N. 63rd Ave.
Phoenix, AZ 85083

F. Approximate Total Annual Requirements: 24 units

2. Helium, UHP Grade, minimum 99.999%, Size 5T (or equivalent size tank), C.F. (300) cylinder

G. Pricing to be per unit.

H. Pricing for delivery and hazardous materials charges is to be on a separate line.

I. Pricing for cylinder Rental is to be on a separate line.

J. Delivery:

1) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

2) Delivery shall be made within five (5) business days of an order.

K. Delivery locations:

Pyramid Peak Water Treatment Plant
28101 N. 63rd Ave.
Phoenix, AZ 85083

L. Approximate Annual Requirements: 20 units

3. Liquid Argon, Micro-Bulk fill (minimum 99.99%)

A. Pricing to be per unit.

B. Pricing for delivery and hazardous materials charges is to be on a separate line.

C. Pricing for tank Rental is to be on a separate line.

D. Delivery:

1) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

2) Delivery shall be made within five (5) business days of an order.

E. Delivery location:

Pyramid Peak Water Treatment Plant
28101 N. 63rd Ave.
Phoenix, AZ 85083

F. Approximate Annual Requirements: 60,000 CF



SOLICITATION NUMBER: IFB 21-54/ 42100073

VARIOUS GASES FOR WATER QUALITY


CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

4. Nitrogen, UHP Grade, minimum 99.999%, Size 1614CF Portable Dewar (or equivalent approved size)

- A. Pricing to be per unit.
- B. Pricing for delivery and hazardous materials charges is to be on a separate line.
- C. Pricing for tank Rental is to be on a separate line.
- D. Delivery:
 - 1) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
 - 2) Delivery shall be made within five (5) business days of an order.
- E. Delivery locations:

Pyramid Peak Water Treatment Plant
28101 N. 63rd Ave.
Phoenix, AZ 85083

- F. Approximate Annual Requirements: 12 units

	SOLICITATION NUMBER: IFB 21-54/ 42100073 VARIOUS GASES FOR WATER QUALITY	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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7. OFFER SHEET (Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Laurie Schaefer
 Authorized Signature

10-21-21
 Date

Matheson Tri-Gas, Inc.
 Legal Company Name

Printed Name (Authorized Signatory)

Laurie Schaefer

Legal Company Name

Offeror Certifies it is a (check only one)

Job Title: Outside Sales Representative Proprietorship Partnership Corporation

LSchaefer@mathesongas.com
 Email Address

1548 W. Watkins
 Mailing Address

(480) 268-1139
 Phone Number

Phoenix AZ 85007
 City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

 Contact Name

 Phone Number

 Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 74-2460354

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number 07 545545 Tax Rate: _____ OR No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest

Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

Exhibit 1 - Special Terms & Conditions Agreement

Exhibit 2 - Special Instructions Exhibit 3 - Sample



SOLICITATION NUMBER: IFB 21-54/42100073
 VARIOUS GASES FOR WATER QUALITY

CITY OF GLENDALE
 Procurement Division
 5950 West Glendale Avenue,
 Suite 317
 Glendale, Arizona 85301

8. PRICING SHEET

Contractors are requested to bid in a quantity of one (1) unless otherwise indicated. Contractors shall thoroughly complete the Pricing Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

Item No.	Estimated Quantity (A)	Unit of Measure	Description	Unit Price (B)	Extended Price (A x B)
8.1	24	EACH	Nitrogen, UHP Grade, minimum 99.999%, Size 5T (or equivalent) C.F. (300) cylinder	24.60	590.40
8.2	20	EACH	Helium, UHP Grade, minimum 99.999%, Size 5T (or equivalent) C.F. (300) cylinder	150.00	3000.00
8.3	60,000 CF ↳ = (10)	EACH	Liquid Argon, Micro-Bulk fill (minimum 99.99%)	279.54	2795.40
8.4	12	EACH	Nitrogen, UHP Grade, minimum 99.999%, Size 161-ICF Portable Dewar (or equivalent approved size)	137.70	1653.12
8.5	1	EACH	Delivery	16.50	16.50
8.6	1	EACH	Cylinder/Tank Rental /monthly	3.75	3.75

8.7 1 EACH Dewar / Tank Rental / monthly 37.50 37.50
 8.8 1 EACH 6-pack / Rental / monthly 37.50 37.50
 8.9 1 EACH HAZMAT-Fee is calculated as a percentage of product total, per delivery, per address. Varies variable
 (20% of product sale or \$18.50 maximum - whichever is smaller)



Prepared for:	Date: 06/21/21	Prepared by:
City of Glendale/Water Quality Labs		Laurie Schaefer
Solicitation Number: IFB 21-54/42100073		lschaefer@mathesongas.com
Various Gases for Water Quality		(480) 268-1139
Anthony Weathersby		(602) 495-9026
623-930-2864		1545 W. Watkins, Phoenix, AZ 85007
City of Glendale Procurement		
Budget and Finance		
5850 West Glendale Avenue, Suite 317		
Glendale, AZ 85301		

Customer Objective:

To develop a value-added relationship with a dependable provider that provides quality products, superior customer service, and useful technical knowledge at a competitive market price. The product investment results in efficient work flow and cost savings.

Customer Parameters:

Matheson Part Number (Recommended)	Customer Description	Customer determined Quantity	Product Price	Total	Monthly Rent
NI UHP1L	Nitrogen, UHP Grade, minimum 99.999%, Size 5T (or equivalent), C.F. (300) cylinder	24			
HE UHP1L	Helium, UHP Grade, minimum 99.999%, Size 5T (or equivalent), C.F. (300) cylinder	20			
AR L230-350	Liquid Argon, Micro-Bulk fill (minimum 99.99%)	60,000 cf			
NI UHPB6-1A	Nitrogen, UHP Grade, minimum 99.999%, Size 1614CF Portable Dewar (or equivalent approved size)	12			
	Delivery	1			
	Cylinder Tank Rental	1			

For Bid:

Matheson Part Number	Matheson Description	Matheson determined Quantity	Product Price	Total	Monthly Rent
NI UHP1L	Nitrogen Ultra-High Purity SZ 1L, 300 cf	24	\$24.60	\$590.40	\$3.75
HE UHP1L	Helium Ultra-High Purity SZ 1L, 300 cf	20	\$150.00	\$3,000.00	\$3.75
AR L230-350	Argon Ind SZ L230-350 230L (60,000cf / 5,763 cf argon per 230 dewar)	10	\$279.54	\$2,795.40	\$37.50
NI UHPB6-1A	Nitrogen Ultra-High Purity SZ B6-1A, 6-pack, 1500 cf	12	\$137.76	\$1,653.12	\$37.50
Delivery	Fee per address		\$16.50		
Cylinder Tank Rental	Monthly Cost				\$3.75
Dewar Tank Rental	Monthly Cost				\$37.50
6-pack Rental	Monthly Cost				\$37.50
HAZMAT	Fee is a percentage of product total, per delivery, per address (20% of product sale/\$18.50 maximum)				variable

Notes:

Delivery Charge -\$16.50 per address
HAZMAT-20% of product sale/\$18.50 **maximum**

Product Specifications:



**Gas.
Equipment.
Expertise.**



MATHESON

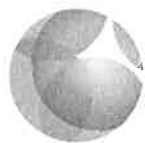
ask...The Gas Professionals™

MATHESON was established in 1927, and from the beginning our objective has been to help our customers stay ahead of rapid advances in technology by developing products that meet the dynamic needs of the industrial, chemical, analytical, electronics and medical industries.

Today, MATHESON is an industry leader, offering a broad line of gases, as well as proven technologies for the delivery and purification of these gases.

We provide complete customer solutions, offering everything from on-site air separation plants to small portable cylinders and all the services required to support these products and customer applications.

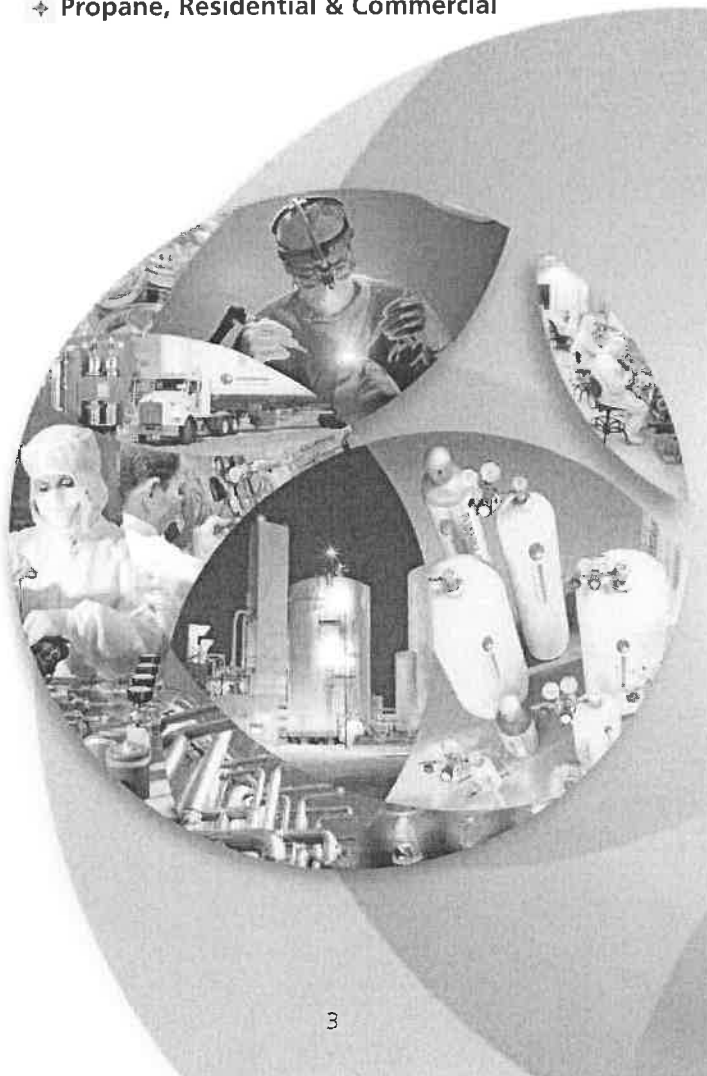
MATHESON, along with its parent company, Taiyo Nippon Sanso Corporation, provides a network of manufacturing, customer service and distribution facilities that stands ready to ensure a reliable supply of specialty gases and gas handling equipment. With manufacturing sites worldwide, MATHESON products can be found in every major industrial facility around the globe.



MATHESON

ask. . .The Gas Professionals™

- ✦ Industrial Gases
- ✦ Specialty Gases
- ✦ Medical Gases & Equipment
- ✦ Electronic Gases & Materials
- ✦ Cutting & Welding Gases
- ✦ Global Helium Sources
- ✦ On Site Gas Generation
- ✦ On Site Air Separation
- ✦ Gas Purification Systems
- ✦ Gas Detection Systems
- ✦ Gas Handling Equipment
- ✦ Safety Products
- ✦ Welding Products
- ✦ Propane, Residential & Commercial





The **MATHESON Select** product line of gases and equipment is available at all of our retail locations. Look for the MATHESON *Select* brand for premium products at an attractive price. Other product lines available in MATHESON retail stores are:

Abrasives

MATHESON *Select*
Weiler
Norton Abrasives
United Abrasives/Sait
Camel Grinding Wheels
Walter Abrasives

Bandsaws

Ellis
HEM Saw
Marvel Manufacturing

Brushes

MATHESON *Select*
Norton
Weiler

Cable, Welding

MATHESON *Select*
Direct Wire and Cable

Carbon Arc

MATHESON *Select*
Arcair

Clamps, Adjustable

Bessey Tools
Strong Hand

Cryogenic Equipment

Chart/MVE
Taylor-Wharton

Cutting Machines

Alltra
BUG-O Systems
Cutting Systems, Inc.
ESAB
Koike Aronson

Cylinders/Dewars/Bulk Tanks

Catalina
Chart/MVE
Norris Cylinder
Quality Steel
Taylor-Wharton
Western International
Worthington

Electrode Holders

MATHESON *Select*
Tweco
Bernard
Jackson Products
Lenco

Filler Metals - Electrodes & Welding Wire

MATHESON *Select*
Alcotec
ESAB
Harris Products Group
Hobart/Corex
Hyundai
Kobelco
Lincoln Electric Co.
National Standard
Sowesco Pinnacle
Stoody

Filler Metals - Maint & Repair

MATHESON *Select*
Allstate/ESAB
Bohler Thyssen
Harris Products Group
Messer Eutectic
Stoody

Filler Metals - Solders & Flux

ESAB
Harris Products Group
Lucas-Milhaupt

Fire Extinguishers

Ansul
Amerex

Fluxes, Sub-Arc

ESAB
Hobart
Lincoln Electric Co.

Fume Exhaust

Airflow Systems
Camfil Farr
Donaldson Co., Torit
Lincoln Electric Co.
Micro Air
Miller Electric Co.

Gas Apparatus**Air-Fuel**

Goss
Harris Products Group
Victor Technologies

Gas Apparatus**Fittings**

MATHESON *Select*
Superior Products
Western Enterprises

Gas Apparatus**High Pressure**

MATHESON *Select*
CONCOA
Harris Products Group
Smith Equipment
Victor Technologies
Western Enterprises

Gas Apparatus**Laser Gas**

MATHESON *Select*
CONCOA

Gas Apparatus**Replacement Tips**

MATHESON *Select*
American Torch Tip
Harris Products Group
Purox/Oxweld
Smith Equipment
Victor Technologies

Gas Apparatus**Specialty Gas**

MATHESON

Gas Manifolding

MATHESON
CONCOA
Ratermann
Rexarc
Superior Products
Weldcoa
Western Enterprises

**Ground Clamps, Lugs,
Connectors**

MATHESON *Select*
Bernard
Jackson Products
Lenco
Tweco

Heaters

Empire
Flame Engineering
Mr. Heater
Vanguard

Hose Reels

Coilhose
Reelcraft Industries
Cox Reels

**Inventory Management
Solutions**

MATHESON

**MIG Equipment &
Consumables**

MATHESON *Select*
Bernard
Abicor Binzel
ESAB
Lincoln Electric Co.
Miller Electric Co.
M-K Products
Tregaskiss
Tweco

Plasma Equipment

Hypertherm
Lincoln Electric Co.
Miller Electric Co.
Thermal Dynamics

Positioners

Atlas
Koike Aronson
Lincoln - Welding Automation
Pandjiris
Preston Eastin
Profax

Propane Equipment

Bergquist
Cavagna
Industrial Propane Service, Inc.
Rego

Resistance Welding

Miller Electric Co.
Tipaloy
Tuffalloy

Robotics

Miller - Panasonic
Lincoln - Welding Automation
Motoman
OTC Daihen

Safety - Clothing

MATHESON *Select*
Revco Industries
Tillman
Tyvek

Safety - Eye

MATHESON *Select*
Crews
Jackson Products

Safety - Face & Head

MATHESON *Select*
Fibre Metal
Huntsman
Jackson Products
Kromer Cap
Lincoln Electric Co.
Miller Electric Co.
3M/Hornell

Safety - Hearing

Jackson Products
3M/EAR

Safety - Respiratory

Honeywell North
Jackson Products
Miller Electric Co.
North Safety
3M

Safety - Screens & Fire Blankets

MATHESON *Select*
Revco Industries
Tillman
Wilson Safety

Sawblades

American Saw/Lenox
Irwin

TIG Equipment & Consumables

MATHESON *Select*
Lincoln Electric Co.
Miller Electric Co.
Thermal Arc
Weldcraft

Tools - Pipe & Tubing Layout

Contour Marker
Flange Wizard
Mathey Dearman

Tools - Pneumatic

Chicago Pneumatic
Florida Pneumatic
Superior Pneumatic

Tools - Power

Bosch
Delta
Dewalt
Dremel
Fein
Festool
Hitachi
Makita
Metabo
Milwaukee
Skil

Welder/Power Sources

Fronius
Hobart
Lincoln Electric Co.
Miller Electric Co.
Thermal Arc

Welding Accessories

MATHESON *Select*
Anthony Carts
Atlas
Harper Carts
Magswitch
Markal
Phoenix
Safety Cart

Safety Products

MATHESON offers a comprehensive line of Safety Products supported by our own coast-to-coast team of dedicated Safety Specialists, plus our extensive network of retail locations in the US. We want to be your single source for top-quality safety supplies. Allow us to help you keep your workers safe with products that you can trust.

MATHESON Gases, Equipment, and Services

Gas Detection

Fixed Systems
Kitagawa Air Sampling Systems
Leak Detectors
Personal Monitors

Medical Gases

Biological Atmospheres
Blood Gases
Breathing Air
Carbon Dioxide
Helium
Laser Mixtures
Liquid Helium
Liquid Nitrogen
Lung Diffusion Mixtures
Medical Gas Mixtures
Nitrogen
Nitrous Oxide
Oxygen

Rare and Specialty Gases

Complete Line of Transportable
Gases & Mixtures
Comprehensive Mixture Family
with Eight Different Grades
EPA Protocols
FID Fuel Ultra Grade
High Purity Carrier Gases
High Purity Hydrocarbons
High Purity Carbon Dioxide
High Purity Carbon Monoxide
High Purity Nitric Oxide
H₂S, HCl, SF₆ & SO₂
Liquid Helium
Natural Gas BTU Calibration
Standards
P5/P10 Ultra Grade
Rare Gases
VOC Mixtures

Specialty Gas Equipment

Gas Cylinder Enclosures, Source
Manifolds and Panels
Gas Control Valves
Gas Generators
Gas Delivery Systems
Gas Delivery Pressure Regulators
Gas Filter and Purifiers
Gas Flow Measurement and
Control
Gas Management Accessories

Turnkey Supply and Installation of Application Equipment and Systems for:

Food Freezing
Modified Atmosphere Packaging
Helium and Other Gases
Recovery
Oxy-fuel Combustion
Concrete Cooling
Cryopreservation
Cryogenic Reaction Control
Controlled Atmospheres
Environmental Testing
Aquaculture
Waste Water Treatment
...and many other applications

Welding and Industrial Gases

MATHESON *Select* Shielding
Gases
Acetylene
Argon
Carbon Dioxide
Helium
Hydrogen
Nitrogen
Oxygen
Propane
Propylene
Breathing Air
Breathing Air USP
Compressed Air
Bulk Oxygen, Nitrogen and
Argon
Refrigerants

Retail Locations

ALASKA

Anchorage 907-563-6644
Fairbanks 907-456-3400
Kenai 907-283-6118

ARIZONA

Mesa 480-834-8450
Miami 928-473-4428
Phoenix 602-495-9000
Prescott Valley 928-775-0126
Tucson 520-622-6651

CALIFORNIA

Anaheim 714-630-2121
Chula Vista 619-424-8302
Culver City 310-815-1777
Fontana 909-357-4444
Gardena 310-327-6651
Long Beach 562-728-5500
Los Nietos/Whittier 562-908-6943
Paso Robles 805-239-1736
Riverside 951-736-7774
Salinas 831-769-0484
San Marcos 760-744-9353
Santa Maria 805-349-8869
Santa Rosa 707-546-6214
Sylmar 818-898-2222
Ukiah 707-462-6651
West Sacramento 916-372-4272
Wilmington 310-816-1250

COLORADO

Denver 303-373-5633
Sterling 970-522-0363

FLORIDA

Brooksville 352-799-2880
Ft. Lauderdale 954-523-2516
Ft. Myers 239-561-5808
Jupiter 561-775-0081
Lake City 386-752-9173
Miami 305-591-9187
Ocala 352-732-5080
Orlando 407-291-2597
Pinellas Park 727-522-9405

HAWAII

Hilo 808-935-2921
Honolulu 808-842-4125
Kapolei 806-682-2100
Lihue 808-245-4083
Wailuku 808-242-4724

IOWA

Carroll 712-792-8382
Cedar Rapids 319-365-1466
Council Bluffs 712-366-4300
Des Moines 515-243-8131
Red Oak 712-623-9353
Sioux City 712-252-2735
Spirit Lake 712-336-2707

KANSAS

Hays	785-650-0100
Manhattan	785-537-0395
Salina	785-493-8200
Topeka	785-234-3424
Wichita	316-554-9353

KENTUCKY

Prestonsburg	606-886-9681
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LOUISIANA

Bossier City	318-746-6799
Sulphur	337-625-6703

MAINE

Bangor	207-942-6393
Lewiston	207-784-4588
Portland	207-797-0840
Presque Isle	207-764-4459
Rockland	207-594-4500
Waterville	207-872-2524

MARYLAND

Easton	410-820-7927
Frederick	301-662-5306
Jessup	410-799-1114
Salisbury	410-742-9301
White Plains	301-645-3882

MICHIGAN

Garden City	734-425-8870
Howell	517-545-8500
Wixom	248-735-7700

MINNESOTA

Eagan	651-628-4848
Mankato	507-387-6691
Willmar	320-235-3430

MISSOURI

Columbia	573-474-7698
Joplin	417-206-9071
Kansas City	816-231-2677
St. Joseph	816-364-0095

NEBRASKA

Columbus	402-564-1269
Gering	308-635-1333
Grand Island	308-381-8700
Hastings	402-462-5174
Kearney	308-237-2719
Lincoln	402-434-6010
Norfolk	402-371-6000
Omaha	402-331-1400

NEVADA

Sparks	775-359-5211
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NEW HAMPSHIRE

Manchester	603-656-9980
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NEW JERSEY

West Deptford 856-848-7321

NEW MEXICO

Albuquerque 505-247-3751
Farmington 505-326-4359
Santa Fe 505-982-1997

NORTH DAKOTA

West Fargo 701-642-8218

OHIO

Cambridge 740-439-5057
Canton 330-478-1493
Cincinnati 513-241-5840
Dayton 937-233-5557
Hamilton 513-863-3946
Hilliard 614-771-1311
Lima 419-228-1008
Mansfield 419-524-5461
Marietta 740-373-2479
Martins Ferry 740-635-1325
Massillon 330-499-5317
Plain City 614-873-4695
Steubenville 740-282-8112
Toledo 419-241-9114

OKLAHOMA

Idabel 580-208-3000
Tulsa 918-439-9595

OREGON

Albany 541-928-0701
Portland 503-221-1100
Tualatin 503-486-2009

PENNSYLVANIA

Altoona 814-943-1185
Chambersburg 717-264-2747
Erie 814-453-5637
Falls Creek 814-371-4550
Greensburg 724-834-9200
Johnstown 814-535-7588
St. Marys 814-834-2579
Uniontown 724-438-1161
West Mifflin 412-469-1411

SOUTH DAKOTA

Aberdeen 605-225-4241
Rapid City 605-342-4490
Sioux Falls 605-338-5421
Watertown 605-882-5750

TENNESSEE

Johnson City 423-434-4435

TEXAS

Austin	.512-385-0611
Bastrop	.512-985-6248
Beaumont	.409-838-0406
Boerne	.830-248-1044
Corpus Christi	.361-887-0011
Denison	.903-465-3369
Floresville	.830-393-9561
Fort Worth	.817-551-0550
Freeport	.979-233-2663
Gonzales	.830-519-4440
Henderson	.903-657-6436
Houston	.713-869-7351
Jacksonville	.903-586-1589
Jourdanton	.830-769-9353
Kenedy	.830-583-0617
Kerrville	.830-367-4117
Kilgore	.903-984-8691
Longview	.903-686-1420
Lufkin	.936-634-7795
Mexia	.254-562-5587
Mineral Wells	.940-325-0381
Nacogdoches	.936-560-0755
Odessa	.432-550-9353
Palestine	.903-729-8140
Paris	.903-785-3700
San Antonio	.210-225-3151
San Benito	.956-399-2706
San Marcos	.512-396-3926
Stafford	.281-498-2310
Sulphur Springs	.903-885-3885
Texarkana	.903-791-6200
Texas City	.409-948-3566
Tyler	.903-593-2421
Waco	.254-757-3869

VIRGINIA

Bluefield	.276-322-5496
Manassas Park	.703-369-4195

WASHINGTON

Longview	.360-575-8018
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WEST VIRGINIA

Charleston	.304-343-4435
Fairmont	.304-363-0950
Franklin	.304-358-2307
Huntington	.304-525-4435
Moorefield	.304-538-6664
Parkersburg	.304-428-8444

WISCONSIN

Fond Du Lac	.920-922-9600
Kaukauna	.920-759-0600
Milwaukee	.414-354-2600
Oak Creek	.414-764-0254

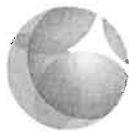


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EXHIBIT 1: SPECIAL NOTICES

1. RETURN OF BID. The Bidder shall submit their Bid Response electronically in Vendor Self Service (VSS).

Bidder is required to register in VSS prior to submitting a bid if they have not already registered. <https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>.

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_vss

(There is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Bidder shall complete all sections of the solicitation in the format given and the spaces provided. Bids that do not conform to the above format may be rejected.
- b. The Bidder shall bear all costs associated with submitting the Bid, including bid preparation, site visitation or any travel connected with submission of the bid. The City shall have no liability whatsoever for such costs.

2. PRE-BID CONFERENCE & SITE VISITS

There will be no Pre-Bid Conference or Site Visits for this solicitation.

3. PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:


- 3.1 OFFER SHEET
- 3.2 BID SHEET
- 3.3 ADDENDUM, Return all addenda (if applicable).

4. EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

5. TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" bids shall be rejected.

6. BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

7. ESTIMATED QUANTITIES Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual

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requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

8. **PROPRIETARY INFORMATION** Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

9. **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.


10. **CONFLICT ON INTEREST** The bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationships with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination or a resultant contract.



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11. **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least **FIVE days** prior to the bid due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
12. **SPECIAL TERMS AND CONDITIONS** Additional terms and conditions specific to the provision of the product/services referenced will be negotiated with the successful bidder for inclusion in the contract.
13. **PUBLIC RECORD REQUIREMENTS** Bidder acknowledges that the City is a public agency and must comply with all Public Records laws and bids submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the bid that the bidder deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the bidder's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.
14. **PERMITS AND LICENSES** It is the bidder's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.
15. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES** The submission of the bid did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.
16. **NON-DISCRIMINATION** By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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17. **NO CONSIDERATIONS** The Contractor 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, meal or service to a public servant in connection with the submitted bid.
18. **AUTHORIZED AGENT** The individual signing the submittal is an authorized agent and has the authority to bind the bidder to the bid and subsequent contract if awarded.
19. **KEY PERSONNEL** If awarded, bidder shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.
20. **SITE INSPECTION** It is the responsibility of the bidder to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the bidder did, in fact, make a site inspection and is aware of all conditions.
21. **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any bidder as it deems necessary to establish the competence and financial stability of any bidder submitting a bid.
22. **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating bids.
23. **EVALUATION LITERATURE**
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
24. **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a bidder may formally withdraw the bid through the Vendor Self Service System, a written letter, or electronic mail from the bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
25. **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.
26. **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Procurement Internet home page www.glendaleaz.com/noi immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to



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the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: www.glendaleaz.com/procurementpolicies for information and instructions on how to file a protest with the City of Glendale.

- 27. EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.


For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Procurement staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. In general, the order will be placed using a City Procurement Card.

- 28. CONTRACT CANCELATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:
- a. The Contractor provides personnel that do not meet the requirements of the contract.
 - b. The Contractor fails to perform adequately the services required in the contract.
 - c. The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
 - d. The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
 - e. The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

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

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29. **OFFICIAL TIME CLOCK** The official time clock used to verify the date and time a bid is received is located at the City of Glendale, Procurement office. A bid is considered to be in the actual possession of Procurement upon submission in VSS before the official due date and time.
30. **DEFINITIONS** For purposes of this Invitation for Bids and resultant contract, the following definitions apply:
- a. “**Bid**” means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - b. “**Bidder**” means the business, entity or person who submits a bid in response to a competitive solicitation.
 - c. “**City**” means the municipal corporation of the City of Glendale, Arizona
 - d. “**Contract**” means the agreement for the procurement of goods, services and work.
 - e. “**Contractor**” means a bidder responding to an Invitation for Bids who has been awarded a Contract with the City.
 - f. “**Invitation for Bids**” means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.
 - g. “**Public Record**” means bids and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - h. “**Purchase Order**” means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.



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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Bidders are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Invitation for Bids:

https://www.glendaleaz.com/your_government/city_finances/procurement/procurement_policies
Standard Terms and Conditions, Invitation for Bid – Revised 04-24-2009

1. **TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" bids shall be rejected.
2. **ALTERNATE OFFERS** Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
3. **EFFECTIVE PERIOD OF OFFER** Bids shall be valid for a minimum of 120 days following the deadline for submitting bids. If an award is not made during that period, all bids shall be automatically extended for another 120 days. Bids will be automatically renewed until such time as either an award is made, or proper Notice is given to the Procurement Officer of bidder's intent to withdraw its bid. Bids may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
4. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
5. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
6. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any bidder errors or omissions. No corrections will be permitted after the bids have been opened.
7. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
8. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified bidder from submitting a bid, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the bid due date. All bidders will be notified by a written addendum to the solicitation of any approved changes.

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9. **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
10. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
11. **SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
12. **SAFETY DATA SHEETS (SDS)**. Contractor is to supply SDS in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with SDS covering those particular products the contractor may expose City employees or the general public to while working at the site.
13. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
14. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The bidder's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.



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- 15. RESPONSIBILITY FOR CORRECTION** It is agreed that the bidder shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Bidder agrees to give the City first priority. Bidder agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and bidder further agrees to be fully responsible for any consequential damages suffered by the City.
- 16. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The bidder expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
- 17. REJECTION OF OFFERS** The City reserves the right to reject any or all bids, or any part thereof; to accept any bid or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 18. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 19. TAX EXEMPTION** The City is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 20. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 21. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
- 22. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the bid and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is


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in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

23. **LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
24. **PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award. Untimely protests will not be considered.
25. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
26. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
27. **ADDENDA** Any change to the bid will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the bid. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the bid. The City will not be responsible for bidders adjusting their bid based on oral or written instructions.
28. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
29. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed or identified.
30. **BID TABULATION** An electronic copy of the bid tabulation may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the bid title and number. The information will be available for distribution when the City has completed its evaluation process of the bids received.
31. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

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- 32. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 33. PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this bid. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
- 34. VENDOR PERFORMANCE** Prior bidder performance in regard to product, service, or representation of/from the bidder may be used in evaluation of this bid. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this bid. No bid will be awarded to any bidder who is in default on any contract with the City.
- 35. FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.
- 36. NOTIFICATION OF AWARD** The successful bidder(s) will be notified that their bid has been accepted by the City Council as recommended for award.
- 37. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 38. COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
- 39. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 40. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this


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Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

- 41. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
- a. Establishing and maintaining records and documentation
 - b. Monitoring the contractor's performance
 - c. Handling issues and disputes
 - d. Exercising extension options
 - e. Initiating contract modifications
 - f. Initiating rebids or new solicitations

42. FORCE MAJEURE

- a. Except for payment of 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 part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

 <p>Glendale</p>	<p>City of Glendale Solicitation Number: IFB 21-54 / 42100073 VARIOUS GASES FOR WATER QUALITY EXHIBITS PACKAGE</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.


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EXHIBIT 3: INSURANCE, BOND AND INDEMNIFICATION (If applicable)

- 1) **INSURANCE, BOND AND INDEMNIFICATION** (If applicable) The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certificate by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.


The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certificate of insurance compliance within ten (10) calendar days after notification of award. Certificate must include name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City. Certificate to be submitted to: Procurement, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> (Minimum)	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000

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Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

- 2) **WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

EXHIBIT B
VARIOUS GASES FOR WATER QUALITY
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation are to follow the Pricing Sheet listed in IFB 21-54.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$100,000.

DETAILED PROJECT COMPENSATION

See attached Pricing Sheet.



SOLICITATION NUMBER: IFB 21-54/42100073
 VARIOUS GASES FOR WATER QUALITY

CITY OF GLENDALE
 Procurement Division
 5850 West Glendale Avenue,
 Suite 317
 Glendale, Arizona 85301

8. PRICING SHEET

Contractors are requested to bid in a quantity of one (1) unless otherwise indicated. Contractors shall thoroughly complete the Pricing Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. Sales tax shall not be included in the Unit Price.

Item No.	Estimated Quantity (A)	Unit of Measure	Description	Unit Price (B)	Extended Price (A x B)
8.1	24	EACH	Nitrogen, UHP Grade, minimum 99.999%, Size 5T (or equivalent), C.F. (300) cylinder	24.60	590.40
8.2	20	EACH	Helium, UHP Grade, minimum 99.999%, Size 5T (or equivalent), C.F. (300) cylinder	150.00	3000.00
8.3	60,000 CF ↳ = (10)	EACH	Liquid Argon, Micro-Bulk fill (minimum 99.99%)	279.54	2795.40
8.4	12	EACH	Nitrogen, UHP Grade, minimum 99.999%, Size 161-4CF Portable Dewar (or equivalent approved size)	137.70	1653.12
8.5	1	EACH	Delivery	16.50	16.50
8.6	1	EACH	Cylinder/Tank Rental / monthly	3.75	3.75
8.7	1	EACH	Dewar / Tank Rental / monthly	37.50	37.50
8.8	1	EACH	6-pack / Rental / monthly	37.50	37.50
8.9	1	EACH	HAZMAT-Fee is calculated as a percentage of product total per delivery, per address. (20% of product sale or \$18.50 maximum - whichever is smaller)	Varies	Variable



Prepared for:	Date: 06/21/21	Prepared by:
City of Glendale/Water Quality Labs		
Solicitation Number: IFB 21-54/42100073		
Various Gases for Water Quality		
Anthony Weathersby		Name: Laurie Schaefer
623-930-2864		Email: lschaefer@mathesongas.com
City of Glendale Procurement		Phone: (480) 268-1139
Budget and Finance		Fax: (602) 495-9026
5850 West Glendale Avenue, Suite 317		Address: 1545 W. Watkins, Phoenix, AZ 85007
Glendale, AZ 85301		

Customer Objective:

To develop a value-added relationship with a dependable provider that provides quality products, superior customer service, and useful technical knowledge at a competitive market price. The product investment results in efficient work flow and cost savings.

Customer Parameters:

Matheson Part Number (Recommended)	Customer Description	Customer determined Quantity	Product Price	Total	Monthly Rent
NI UHP1L	Nitrogen, UHP Grade, minimum 99.999%, Size 5T (or equivalent), C.F. (300) cylinder	24			
HE UHP1L	Helium, UHP Grade, minimum 99.999%, Size 5T (or equivalent), C.F. (300) cylinder	20			
AR L230-350	Liquid Argon, Micro-Bulk fill (minimum 99.99%)	60,000 cf			
NI UHPB6-1A	Nitrogen, UHP Grade, minimum 99.999%, Size 1614CF Portable Dewar (or equivalent approved size)	12			
	Delivery	1			
	Cylinder Tank Rental	1			

For Bid:

Matheson Part Number	Matheson Description	Matheson determined Quantity	Product Price	Total	Monthly Rent
NI UHP1L	Nitrogen Ultra-High Purity SZ 1L, 300 cf	24	\$24.60	\$590.40	\$3.75
HE UHP1L	Helium Ultra-High Purity SZ 1L, 300 cf	20	\$150.00	\$3,000.00	\$3.75
AR L230-350	Argon Ind SZ L230-350 230L (60,000cf / 5,763 cf argon per 230 dewar)	10	\$279.54	\$2,795.40	\$37.50
NI UHPB6-1A	Nitrogen Ultra-High Purity SZ B6-1A, 6-pack, 1500 cf	12	\$137.76	\$1,653.12	\$37.50
Delivery	Fee per address		\$16.50		
Cylinder Tank Rental	Monthly Cost				\$3.75
Dewar Tank Rental	Monthly Cost				\$37.50
6-pack Rental	Monthly Cost				\$37.50
HAZMAT	Fee is a percentage of product total, per delivery, per address (20% of product sale/\$18.50 maximum)				variable

Notes:

Delivery Charge -\$16.50 per address
HAZMAT-20% of product sale/\$18.50 maximum

Product Specifications: