

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LAMBTECH, INC.**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the “City”), and Lambtech, Inc., a(n) Arizona Coporation authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On August 1, 2022 under S.A.V.E Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Air Testing of Water Reclamation Facilities Contract No. ACON22422 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was August 1, 2022, until the date the contract expires on July 31, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond July 31, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until July 31, 2024. The City may renew the term of this Agreement for supplemental periods of up to a maximum of (36) thirty-six months until the Cooperative Purchasing Agreement expires on July 31 2027. Glendale

renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not Two hundred and fifty thousand dollars (\$250,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Ossege
7070 West Northern Avenue
Glendale, AZ 85303
And

Lambtech, Inc.
c/o Brittany Vega
316 West Perkinsville Road, Unit 4
Chino Valley, AZ 86323

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Lambtech, Inc.,
an Arizona Corporation

By: _____

Brittany Vega
Name: Brittany Vega
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
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EXHIBIT A

(City of Peoria Contract No. ACON 22422, Air Testing of Water Reclamation Facilities)



City of Peoria, Arizona

Request for Quotation



Request for Quotation No: Q22-16	RFQ Due Date: July 7, 2022
Materials and/or Services: Air Testing and Water Reclamation Facilities	RFQ Due Time: 5:00 P.M. AZ Time
Mailing Address: City of Peoria, Materials Management	Purchasing Agent: Viorel D. Gheorghita
9875 N. 85 th Ave, 2 nd Floor	Contact Phone: (623) 773-7077
Peoria, AZ 85345	Contact Email: Viorel.Gheorghita@peoriaaz.gov

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date.

Vendor Quotation

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

<u>LambTech, Inc.</u> Company Name	<u>Brittany Vega</u> Signature for Offer
<u>316 W. Perkinsville Rd. Unit 4</u> Company Address	<u>Brittany Vega</u> Printed Name
<u>Chino Valley</u> <u>AZ</u> <u>86323</u> City State Zip	<u>President</u> Title
<u>602-549-4271</u> Telephone / Facsimile	<u>brittany@lambtechaz.com</u> Email Address

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

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

Attested by:
Lori Dyckman
Lori Dyckman, City Clerk



CC

ACON22422
Contract Number

Official File

City Seal
Copyright 2003 City of Peoria, Arizona

City of Peoria, Arizona. Eff. Date: 7/25/22

Approved as to form:
George Mariscalfor
Vanessa P. Hickman, City Attorney

Awarded on July 25, 2022

Christine Finney
Christine Finney, Materials Manager



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

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

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



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

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

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

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

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

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

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



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

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

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



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

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

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

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

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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



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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- Waive the non-conformance.
 - Stop the work immediately.
 - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.



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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q22-16

Materials Management Procurement

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Air Testing of Water Reclamation Facilities**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
5. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of Two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
6. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.
7. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
8. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Discussions may include interviews (see section Interview Guidelines).
9. **RFQ Opening:** Responses shall be submitted no later than the due date and time indicated in the RFQ. All information contained in the RFQ responses shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing responses during the process of negotiation. The responses shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful response and the evaluation documentation shall be open for public inspection.
10. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with



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the City Procurement Code.

11. **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.
12. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for two (2) years. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
14. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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

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

15. **Required Insurance Coverage:**

a. Commercial General Liability

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

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



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

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

b. **Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. **Workers' Compensation**

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

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

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

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

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

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

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

18. **Independent Contractor:**

a. **General**

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

b. **Liability**



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

c. Other Benefits

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

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

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

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

21. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accountspayable@peoriaaz.gov.

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

23. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.

24. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

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

26. **Business in Arizona:** The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at <https://www.azcc.gov> for more information. Businesses are cautioned the processing time can be lengthy.



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27. **Usage Report:** It is an express condition of any award that the successful vendor(s) shall provide the City of Peoria, Materials Management Division with a quarterly Division with a quarterly report delineating the number of items by commodity number as show on the bid for each item. Format for the usage report will be issued to the successful bidder(s).
28. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Manager of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Manager makes a written determination.
 - The Materials Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Manager determines to disclose the information, the Materials Manager shall inform the bidder in writing of such determination.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that “personal identifying information,” as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any “personal identifying information” shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria’s Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the “personal identifying information” minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date.
30. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
31. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
32. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.



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

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

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

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

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.

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

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

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

36. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites.

- a. The City of Peoria Protest Policy and Procedures are available online at <https://www.peoriaaz.gov/government/city-law/city-code>. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
- b. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at <http://www.peoriaaz.gov/procurement>.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LAMBTECH, INC.**

EXHIBIT B
Scope of Work

PROJECT

Air testing of water reclamation facilities for the City of Glendale at the West Area Water Reclamation Facility and the Arrowhead Water Reclamation Facility. All testing requirements and deliverables will be the same as outlined in the attached City of Peoria Contract No. ACON25517.



SCOPE OF WORK

Materials Management Procurement

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I. INTRODUCTION

The City of Peoria is soliciting proposals to have annual air testing performed at several of its facilities and establish a two-year term contract with renewal options. The City currently has three water reclamation facilities and a wastewater influent pump station operating and has regulatory requirements for odor control.

II. TESTING REQUIREMENTS

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

- A. Knowledge of Maricopa County Air Quality Department (MCAQD) air quality requirements.
- B. Familiarity with the Air Quality Permits and associated Operation & Maintenance Plans for the City reclamation facilities listed in Section IV below.
- C. Perform airborne hydrogen sulfide (H₂S) sampling at part per billion (ppb) levels at the property fence line on an annual basis.
- D. Provide annual efficiency testing of the odor scrubber. The testing includes the following activity:
 - Sample scrubber emissions for hydrogen sulfide sampling
 - Calculate scrubber removal efficiency
- E. The successful proposer will supply all equipment needed for testing.
- F. Provide service call for isolated incidents of odor scrubber or consultant issues as needed.

III. DELIVERABLE

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

IV. SPECIFIC TESTING LOCATIONS

- A. Beardsley Road Water Reclamation Facility
19980 N. 111th Avenue, Sun City, AZ 85373
- B. Butler Drive Water Reclamation Facility
8660 N. 78th Avenue, Peoria, AZ 85345
- C. Influent Pump Station
9976 W. Northern Avenue, Peoria, AZ 85345
- D. Jomax Water Reclamation Facility
12483 W. Jomax Road, Peoria, AZ 85383



SUBMITTAL REQUIREMENTS

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I. QUESTIONS:

All questions regarding the solicitation should be sent in writing to the designated purchasing agent via email or through Messages/Opportunity Q&A on the City of Peoria's Purchasing Portal (Bonfire).

The designated purchasing agent for this solicitation is:

Viorel D. Gheorghita, Contract Officer
Phone: (623) 773-7077
Email: Viorel.Gheorghita@peoriaaz.gov

All questions must be submitted no later than the date and time indicated on the City of Peoria's Purchasing Portal (Bonfire).

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

II. PROPOSAL DUE DATE:

Proposals are due no later than **5:00 P.M. on July 7, 2022**, unless the RFQ is otherwise extended or cancelled via formal Solicitation Amendment.

III. INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:

A. Proposals shall be submitted through the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

B. Solicitation Amendments: Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.

The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.

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

A. Project Understanding and Method of Approach:

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

B. Experience and Qualifications:

1. Provide a list of staff members (to include experience and qualifications)
2. Provide a copy of certification for each staff member
3. Provide (3) references from similar projects completed within the last five (5) years)



SUBMITTAL REQUIREMENTS

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C. Cost Consideration:

1. Offeror shall complete Price Sheet.

D. Conformance to RFQ:

1. Complete and return all City forms including:
 - a. Offer Sheet
 - b. Price Sheet
 - c. Questionnaire
2. Failure to provide all requested information may result in proposal being rejected as non-responsive.
3. Exceptions – any exceptions to the RFP are to be clearly noted and identified on Page 20.

VI. EVALUATION CRITERIA

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

- A. Project Understanding and Method of Approach
- B. Experience and Qualifications
- C. Cost Consideration
- D. Conformance to RFQ

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

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

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LAMBTECH, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is provided in the attached City of Peoria Contract No. ACON224422, Air Testing of Water Reclamation Facilities.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$250,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached City of Peoria Contract No. ACON22442, Price Sheet.



PRICE SHEET

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Item	Description of material and/or services	Unit Measure	Unit Price
1.	Property fence line sampling cost	EA.	\$ <u>625</u>
2.	Efficiency testing of odor scrubber cost	EA.	\$ <u>625</u>
3.	Labor cost (per hour rate)	PER HR.	\$ <u>100</u>
4.	Service call, as needed (per hour rate)	PER HR.	\$ <u>100</u>



QUESTIONNAIRE

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

1. Company: City of Glendale
 Contact: Curt King
 Address: 8180 W. Union Hills Drive
Glendale, AZ 85310
 Phone: 623-930-3957
 Email: cking@glendaleaz.com
 Type of Work: Hydrogen sulfide fence line + odor control system evaluation.

2. Company: City of Scottsdale
 Contact: Scott Spiros
 Address: PO Box 25089
Scottsdale, AZ 85255
 Phone: 480-721-1165
 Email: Spiros@scottsdaleaz.gov
 Type of Work: Hydrogen sulfide fence line + odor control system evaluation

3. Company: City of North Las Vegas
 Contact: Daniel Ybarra
 Address: 2580 Betty Lane
North Las Vegas, NV 89156
 Phone: 702-633-1124
 Email: ybarrad@cityofnorthlasvegas.com
 Type of Work: Odor control system H₂S evaluation



QUESTIONNAIRE

Solicitation Number: **Q22-16**

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

Vendor acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the vendor's bid/proposal being rejected.

Yes No *If no, give reason below*

Vendor acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

Yes No *If no, give reason below*

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

City of Peoria business license attached, if applicable.

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

Proposal Submittal

Project Understanding and Method of Approach

Specifically related to the requirements in RFQ Q22-16, *LambTech, Inc.* has provided similar, if not identical services to the City of Peoria Water Reclamation Facilities for many years. This has included servicing the Beardsley Road Water Reclamation Facility, Butler Drive Water Reclamation Facility, Influent Pump Station and the Jomax Water Reclamation Facility.

LambTech, Inc. has provided hundreds of recommendations to various city staff on odor control system needs, types of equipment, how to best monitor the performance of each odor control system, optimizing each system to provide the lowest operating costs and longest service life, and provide general improved system performance.

Part of *LambTech, Inc.*'s past responsibilities at the City of Peoria include reviewing odor control system operation and maintenance procedures at each of the wastewater treatment facilities and at the pump station.

In past projects *LambTech, Inc.* has provided training to the City of Peoria staff on odor control equipment O&M, *Odalog* and *Acrulog* operation and software use, general odor control programs, and preventative maintenance programs for most of the wastewater treatment facilities and sewage pump stations.

LambTech, Inc. has made recommendations on collecting and generating accurate data from the odor monitoring and test programs.

LambTech, Inc. has a thorough knowledge of Maricopa County Air Quality Department air quality requirements, and is also familiar with the Air Quality Permits and Operation and Maintenance Plans for the City's reclamation facilities. *LambTech, Inc.* also has all of the necessary equipment to conduct PPB level fenceline testing as well as odor scrubber performance testing.

For the duration of the fenceline testing, a *LambTech, Inc.* representative will conduct sampling throughout the fenceline perimeter of the water reclamation facility, taking readings with a *Jerome 631X Hydrogen Sulfide Analyzer*. This will be recorded and compared to county air quality requirements. The *Jerome 631X* will have been calibrated within a year of the testing period per manufacturer recommendations.

Additionally, a *LambTech, Inc.* representative will conduct *Sycamore CEM* quarterly check-outs and system maintenance as needed for the unit located at the Beardsley WRF. *LambTech, Inc.* will calibrate both the inlet and outlet *Acrulog* hydrogen sulfide meters located within the *Sycamore CEM* with a 50 PPM H₂S gas cylinder and a 10 PPM H₂S gas cylinder, with a 10:1 diluter. Data will be downloaded using the *Acrustat* software and will be provided in the final report.

Odor control system testing will include recording PPM readings of both the inlet and the outlet of the odor control system using a *Jerome 631X*, along with calculating the hydrogen sulfide removal efficiency of the odor control system. Various other parameters will also be tested, including but not limited to: pH, ORP values, pressure drop readings, water rates, and discharge pressures. *LambTech, Inc.* will provide a detailed report containing all hydrogen sulfide removal rates and associated parameters within ten business days of the date of evaluation.

LambTech, Inc. will also be available to provide on-call services for odor control system/consultant issues as needed when requested by the City.

Experience and Qualifications

LambTech, Inc. has been in the hydrogen sulfide and odor monitoring business for over 31 years, providing odor and hydrogen sulfide monitoring and municipal wastewater testing services.

LambTech, Inc. has provided these types of monitoring services and reports for many companies and municipalities across the country such as Liberty Utilities, Pima County, City of Glendale, City of Scottsdale, City of North Las Vegas, City of Phoenix, City of Chandler, City of Goodyear, Town of Gilbert, Town of Cave Creek, City of Flagstaff and Albuquerque Water Utility Authority.

LambTech, Inc. has also provided these services to a number of other municipalities across the nation, either directly for, or through larger engineering firms, scrubber manufacturers or local contractors. These include but are not limited to: Black & Veatch Engineers, Arcadis Engineers, Brown & Caldwell Engineers, Carollo Engineers, and scrubber manufacturers such as Daniel Company, EcoVerde, HEE, Calgon Carbon, ECS, Evoqua Water Technologies, and contractors such as Hunter Contracting, MGC Contractors, Archer Western Contracting, and Skanska Worldwide Contracting.

Staff Members

Edward A. Lamb - Technical Director

Mr. Lamb attended Devry Institute of Technology, and has worked in the instrumentation and odor field since the 1980s. For over 31 years Mr. Lamb has been involved in odor, air and hydrogen sulfide monitoring and testing in the municipal water and wastewater field as being the founder of *LambTech, Inc.* Mr. Lamb was a member of the Water Environment Federation for almost 30 years, and has been involved in the odor specialty conference from its inception and served on the odor control committee for almost 30 years. Mr. Lamb is a past co-chairman and was one of the presenters for the AZ Water sub-committee for the outlying collection line operation and maintenance training program.

Mr. Lamb has also authored a chapter on odor control in collection lines for the Water Environment Federation Collection Systems Training Course. At *LambTech, Inc.* Mr. Lamb focuses on system recommendations and technical assistance.

Hector Vega - Field Technician

Mr. Vega has worked for *LambTech, Inc.* for the past five years and has been involved in most, if not all, odor control evaluations, collection line system analyses, and start-up performance testing during his time as a field technician. Mr. Vega has been a member of the Water Environment Federation as well as the AZ Water Association for five years, and was a presenter in the 2022 Rural Water Association of Arizona Conference. He has also completed the "Odor School" course available through *St. Croix Sensory* to become a certified Nasal Ranger Inspector. At *LambTech, Inc.*, Mr. Vega focuses on project coordination and management, on-site evaluations and liquid/vapor phase sampling and data analysis.

Brittany Vega - President

Mrs. Vega has worked for *LambTech, Inc.* for the past five years. Mrs. Vega is responsible for project coordination, office management duties, accounts payable/receivable, customer support as well as data analysis and report generation. Mrs. Vega is a current member of the AZ Water Association and was involved in the 2022 Rural Water Association of Arizona Conference presentation.

Staff Members (cont.)

Luis Vega - Field Technician

Mr. Vega joined the team at *LambTech, Inc.* at the beginning of 2022. Mr. Vega currently assists with on-site field sampling and odor control evaluations at various wastewater facilities around Arizona.

References

Below is a list of references from similar projects completed within the last five years.

City of Scottsdale
P.O. Box 25089
Scottsdale, AZ 85255
Scott Piros, Phone: 480-721-1165

Monthly and quarterly odor and hydrogen sulfide monitoring at the Scottsdale Water Campus and the Gainey Ranch WRF and miscellaneous odor evaluations in the municipal collection system. This is an ongoing contract that has been in place for 15 years.

City of Glendale
8180 West Union Hills Drive
Glendale, AZ 85310
Curt King, Phone: 623-930-3957

Hydrogen sulfide fence-line and scrubber monitoring at the Arrowhead Ranch Water Reclamation Facility in Glendale, AZ. This is an ongoing contract that has been in place for the past 29 years.

City of North Las Vegas
2580 Betty Lane
North Las Vegas, NV 89156
Daniel Ybarra, Phone: 702-633-1124

Carbon adsorber odor control system monitoring at the City of North Las Vegas Water Reclamation Facility in North Las Vegas, NV. This is an ongoing contract that has been in place for the past ten years.



Certificate of Completion

LambTech, Inc. is pleased to award this training certificate to

Hector Vega

For completion of the following topics:

- Odor control system proper operation and maintenance
- Odor control system monitoring and evaluations
- Ambient hydrogen sulfide and odor monitoring
- Sewer pump station and collection line evaluations
- Comprehensive safety training course

7/15/17

Date Awarded

Edward Lamb

Edward Lamb
Technical Director



Certificate of Completion

LambTech, Inc. is pleased to award this training certificate to

Brittany Vega

For completion of the following topics:

- Odor control system proper operation and maintenance
- Odor control system monitoring and evaluations
- Ambient hydrogen sulfide and odor monitoring
- Sewer pump station and collection line evaluations
- Comprehensive safety training course

2/17/2018

Date Awarded

Edward Lamb

Edward Lamb

Technical Director



Certificate of Completion

LambTech, Inc. is pleased to award this training certificate to

Luis Vega

For completion of the following topics:

- Odor control system proper operation and maintenance
- Odor control system monitoring and evaluations
- Ambient hydrogen sulfide and odor monitoring
- Sewer pump station and collection line evaluations
- Comprehensive safety training course

5/30/22

Date Awarded

Edward Lamb

Edward Lamb
Technical Director

License Number
PBL-10009051



2022

Valid until 12/31/2022
unless revoked

Peoria Business License

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

Post in a Conspicuous Place

LAMBTECH INC
989 W CENTER ST
CHINO VALLEY AZ 86323

Business Address:

LAMBTECH INC
989 W CENTER ST
CHINO VALLEY AZ 86323

Non-Transferable

This license is issued and accepted subject to the representations made on the application and maybe suspended or revoked for cause as provided by laws. Licensee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Arizona, Maricopa County, City of Peoria and all other agencies.

(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

The attached annual Business License or other City issued license must be on display where it is in view by all employees and customers of the Peoria business. The license expires on December 31st of this year.

The license is not transferable between owners or locations. Please contact the City if you need to cancel this license or if there is a change of ownership, change of location or change of business name. This certificate has been issued pending full compliance to all necessary City of Peoria codes and regulations. The issuance of this license shall not be construed as permission to operate in violation of any other law or regulation. Additional business and tax licensing information is available at: www.peoriaaz.gov/businesslicense.

City of Peoria - Sales Tax & Licensing Section
8401 W. Monroe St.
Peoria, AZ 85345
Phone: 623-773-7160 (Monday through Thursday 7:00 a.m. to 6:00 p.m.)
Fax: 623-773-7159
Email: businesslicense@peoriaAZ.gov