

**CITY CLERK  
ORIGINAL**

**C-9215  
09/17/2014**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
PSC INDUSTRIAL OUTSOURCING LP**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of September 17 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and PSC Industrial Outsourcing LP, a Texas limited partnership ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On **October 31, 2013**, the **City of Peoria** entered into a contract with Contractor to purchase the goods and services described in the **Pump and Haul Services Contract, Contract No. ACON51513, RFP P14-0013**, which is attached hereto as **Exhibit A**. The **City of Peoria's Pump and Haul Contract** permits cooperative use of its terms and conditions by other governmental agencies including the City, pursuant to the Strategic Alliance for Volume Expenditures (SAVE) intergovernmental cooperative purchase agreement. The **City of Peoria's Pump and Haul Contract** is hereinafter referred to as the Cooperative Purchasing Agreement.
- 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 Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of 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 the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from

the date of award, which was **October 31, 2013**, until the date the contract expires on **October 31, 2014**, 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 extend the contract beyond **October 31, 2018**. The initial period of this Agreement is therefore is the period from the Effective Date of this Agreement until **October 31, 2014**. The City, however, may renew the term of this Agreement for four (4) additional one-year periods until the Cooperative Purchasing Agreement expires on **October 31, 2018**. 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 a one-year 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 hereto 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 incorporate 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
- b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$48,000.00** for the entire term of this Agreement, including the initial term and any renewal terms the City wishes to exercise in accordance with Paragraph 1 above.

4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

6. 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 Montana Slack  
6210 W. Myrtle Avenue, Suite #111  
Glendale, Arizona 85301  
(623) 930-2621

and

PSC Industrial Outsourcing LP  
c/o Gary Moore  
5150 N. Tom Murray Avenue  
Glendale, Arizona 85301

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:   
Brenda S. Fischer, City Manager

**“Contractor”**

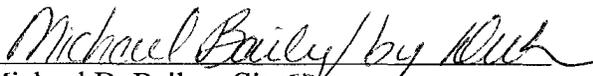
PSC Industrial Outsourcing LP,  
a Texas Limited Partnership

By:   
Gary Moore, Location Manager

ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

Approved as to Form:

  
Michael D. Bailey, City Attorney

**EXHIBIT A**  
**AGREEMENT WITH PSC INDUSTRIAL OUTSOURCING, LP**  
**FOR**  
**Pump and Haul Services**  
**PROJECT**

In accordance with the terms and conditions of this Agreement and the rate sheet and award pursuant to City of Peoria Contract No. ACON51513, RFP P14-0013, the City is retaining PSC Industrial Outsourcing, LP, for pump and haul services on an as-needed basis.



# SOLICITATION AMENDMENT

## Materials Management Procurement

9875 N 85<sup>th</sup> Ave . 2<sup>nd</sup> Fl  
Peoria, Arizona 85345-6560  
Telephone (623) 773-7115  
Fax (623) 773-7118

Solicitation No P14-0013  
Description Pump & Haul Services  
Amendment No One (1)  
Solicitation Due Date September 25, 2013  
Solicitation Due Time 5 00 P M Arizona Time

**Buyer Christine Finney**

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

- 1 Scope of Work, Page 16, Table of Locations, Item 4, Lift Stations CHANGE Estimated Depth (ft) to 48 feet
- 2 Scope Of Work, Page 16 The Table of Locations identifies frequency and estimated depths, however, it is not possible to predict volumes Events are requested as-needed with the exception of Quintero, which is done regularly Quintero's volume is usually 5000 gallons per event and it is transported to the City of Peoria Beardsley Road Water Reclamation Facility All other events require a cost estimate from the service supplier prior to the event They are based on the work needed to be done, not the volume removed
- 3 To clarify the City's position on the issue of disposal locations When the City does not request waste to be brought to another City of Peoria plant, it is up to the vendor where to dispose of the waste In accordance with Scope of Work, Page 15, Item I, Background and Intent "The waste shall be legally disposed and the Contactor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments in providing the City of Peoria with Pump & Haul services "
- 4 Price Sheet, Page 19, Items 1, 2, & 3 DELETE the word "Disposal" and REPLACE WITH the word "Transportation"
- 5 Price Sheet, Page 19, ADD line item (9) for Additional Labor (per person) This is intended to cover the cost of additional personnel that would be needed for certain events The Contractor shall obtain advanced written approval from the City prior to the use of additional labor
- 6 The pre-proposal sign in sheet is being provided
- 7 All changes have been incorporated into the original solicitation document

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

Vendor hereby acknowledges receipt and agreement with the amendment

The above referenced Solicitation Amendment is hereby Executed

\_\_\_\_\_  
Signature Date

September 17, 2013

\_\_\_\_\_  
Typed Name and Title

at Peoria Arizona by

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip



# City of Peoria, Arizona

## Notice of Request for Proposal



Request for Proposal No	P14-0013	Proposal Due Date	September 25, 2013
Materials and/or Services	Pump and Haul Services	Proposal Due Time	5 00 P M AZ Time
Mailing Address	City of Peoria Materials Management 9875 N 85 <sup>th</sup> Avenue, 2 <sup>nd</sup> Floor Peoria AZ 85345	Pre-Proposal Meeting	September 17 2013 @ 10 00 a m
		Contact	Christine Finney
		Phone	(623) 773-7115

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

### OFFER

To the City of Peoria The undersigned on behalf of the entity firm company partnership or other legal entity listed below offers on its behalf to the City a proposal that contains all terms conditions specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact

Telephone 602-252-5181 Fax 602-254-8305

Name Gary Moore

Email gary.moore2@pscnow.com

PSC INDUSTRIAL OUTSOURCING LP  
Company Name

  
Authorized Signature for Offer

5150 N. Tom Murray Ave.  
Address

Gary Moore  
Printed Name

Glendale      AZ      85301  
City                      State                      Zip Code

Location Manager  
Title

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

Your offer is accepted by the City subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1) Request for Proposal issued by the City; 2) Your offer in Response to the City's Request for Proposal; 3) This written acceptance and contract award.

As the contractor you are now legally bound to sell the materials and/or services listed by the attached award notice based on the solicitation of proposals including all terms conditions specifications amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by

  
Rhonda Geominsky City Clerk

City of Peoria Arizona

Effective Date

Nov 1, 2013

Approved as to form

  
Stephen M. Kemp City Attorney

Contract Awarded Date

Oct 31, 2013

  
Dan Zenko Materials Manager



Copyright 2003 City of Peoria, Arizona

Contract Number

ACONS1513

Official File



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management

#### Procurement

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

#### 1 PREPARATION OF PROPOSAL

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

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

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

- 4 **LATE PROPOSALS** Late Proposals will not be considered except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.

- 5 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified proposal due date and time a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

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

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

- 8 **NEW** All items shall be new unless otherwise stated in the specifications.

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

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

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

#### 12 AWARD OF CONTRACT

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



## STANDARD TERMS AND CONDITIONS

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

- 1 **CERTIFICATION** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies
- The submission of the offer did not involve collusion or other anti-competitive practices
  - The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246
  - The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred

- 2 **GRATUITIES** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph

- 3 **APPLICABLE LAW** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

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

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

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

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

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

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



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

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

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



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

- 13 SUBCONTRACTS** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
- 14 RIGHTS AND REMEDIES** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
- 15 INDEMNIFICATION** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 16 OVERCHARGES BY ANTITRUST VIOLATIONS** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 17 FORCE MAJEURE** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *force majeure* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, *force majeure* includes acts of God, acts of the public enemy, war, acts of terror, hate crimes affecting public order, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority, events or obstacles resulting from a governmental authority's response to the foregoing, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences



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- a Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- b Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition

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

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



## STANDARD TERMS AND CONDITIONS

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- 26 **SHIPMENT UNDER RESERVATION PROHIBITED** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials
- 27 **LIENS** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City
- 28 **LICENSES** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract
- 29 **PATENTS AND COPYRIGHTS** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City
- 30 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications
- 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

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- 1 **Purpose** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Pump and Haul Services**
- 2 **Requirements** Proposal requirements including scope of work, proposal format, evaluation criteria, due date and contact information are outlined on pages 15-18 of this RFP
- 3 **Authority** This Solicitation as well as any resultant contract is issued under the authority of the City. 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
- 4 **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
- 5 **Eligible Agencies** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards
- 6 **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
- 7 **Contract Type** Fixed Price
- 8 **Term of Contract** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein. *EADEC. 11-1-13 to 10-31-14 → max ext. 10-31-18*
- 9 **Contract Extension** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months
- 10 **Affirmative Action Report** 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
- 11 **Proposal Opening** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ**. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection



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- 12 **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
- 13 **Interview Guidelines** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
- 14 **Price Adjustment** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 15 **Price Reduction** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
- 16 **Performance Warranty** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
- 17 **Permits and Approvals** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
- 18 **Inspection** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
- 19 **Investigation of Conditions** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
- 20 **Acceptance** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
- 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](mailto:accountspayable@peoriaaz.gov).
- 22 **Payments** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
- 23 **Shipping Terms** Prices shall be F O B Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
- 24 **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.



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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

### 25 Required Insurance Coverage

#### a Commercial General Liability

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

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

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

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

#### b Automobile Liability

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

#### c Workers' Compensation



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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

**d Professional Liability**

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim

- 26 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

- 27 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

**28 Independent Contractor**

**a General**

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

**b Liability**

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



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

**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.

**29 Key Personnel** It is essential that the Contractor provide adequate experienced personnel, capable of and 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.

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

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

**31 Confidential Information**

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

**32 Confidentiality of Records** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

**33 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



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required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

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

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

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

- 35 **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.

- 36 **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.

- 37 **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](mailto:salestax@peoriaAZ.gov).

- 38 **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.



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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-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:
  - i. Deduction from an unpaid balance.
  - ii. Any combination of the above or any other remedies as provided by law.



# SCOPE OF WORK

Solicitation Number P14-0013

## Materials Management Procurement

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Fax (623) 773-7118

### I BACKGROUND & INTENT

The City of Peoria Utilities Operations Divisions are soliciting services for pump, haul and disposal of water, waste water, sludge, storm water and grit from the City's systems. The contractor shall have a minimum of two vactor/super-sucker pumping trucks, and two 5000 gallon tanker trucks available. Personnel and equipment shall be available daily from 5 00 a m – 5 00 p m , as needed. After hours and weekend operations may be required. Special projects may require additional planning and extended services. Emergency services may occasionally be on an as needed basis and will include, but not be limited to, seven different locations and tasks as listed below. Accurate estimates of the hauls, as well as the date, time and number of hours for the haul, and the hauling disposal locations will be required from the hauler for each haul made. The City is requesting a maximum response time of two (2) hours upon request of services. The waste shall be legally disposed and the Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments in providing the City of Peoria with Pump & Haul services.

### II LOCATIONS & REQUIRED TASKS

- Location # 1**      **Beardsley Road Water Reclamation Facility**  
19980 N 111th Avenue, Peoria, AZ
- Tasks**            Vacuum and pumping service of plant process areas on an as needed basis  
Waste will be disposed of off site
  
- Location # 2**      **Jomax Water Reclamation Facility**  
12100 W Jomax Rd, Peoria, AZ
- Tasks**            Vacuum and pumping service of plant process areas on an as needed basis  
Waste will be disposed of off site
  
- Location # 3**      **Greenway Water Treatment Plant**  
7300 W Greenway Road, Peoria, AZ
- Tasks**            Annual vacuum, pumping and hauling of waste water products for sediment basins, structure and various process structures on an as needed basis  
  
Vacuum, pumping and disposal service will be necessary on an annual basis during the months of January and February. Waste will be disposed of off site
  
- Location # 4**      **Lift Stations** located at various locations throughout the City of Peoria.  
Location addresses will be provided to the successful contractor
- Tasks**            Vacuum and pump on an as needed basis  
24 per day extended time  
Minimum of four 5000-gallon tankers shall be available



## SUBMITTAL REQUIREMENTS

Solicitation Number P14-0013

### Materials Management Procurement

9875 N 85<sup>th</sup> Ave – 2<sup>nd</sup> Floor  
Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
Fax (623) 773-7118

**I PROPOSAL FORMAT** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal

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

**A Firm's & Staff's Experience**

- History - Provide a brief history of the firm and its experience in the pump & haul services business
- Staffing - Provide information on those individuals who will be assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated service manager and his/her qualifications, including but not limited to years employed with the firm, qualifications, certifications, and training
- Organizational Chart - Identify key personnel that would be assigned to the City including business telephone numbers and e-mail addresses. "Key Personnel" is defined as account executives, managers, supervisors, and those personnel that shall be responsible for the complete delivery of services, schedule, supervision of staff and preparation and delivery of reports

**B Cost/Fee Proposal**

- Complete the Price Sheets. Contractor may submit a separate supplemental rate sheet for other services not specifically listed on the price sheet but that fall within the contract scope that the contractor can provide

**C Contractor's Methodology**

- Method of Approach - The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the scope of work. The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action
  - Submit Health and Safety Plan (HASP)
  - Explain when you take ownership of the load
  - State Manifest Tracking requirements and procedures
  - Compliance with all Federal and State requirements
  - Contractor owned equipment/equipment capabilities
- Quality of Service - A detailed description of the process the contractor intends to use to ensure the quality of the services and products provided

**D Similar Projects / References**

- References - Provide a list of three (3) former clients who are similar in size/scope to the City of Peoria (utilize City of Peoria Reference Questionnaire)

**E Conformance to Request For Proposals**

- Complete and return all City forms
- Exceptions - Any exceptions to any part of the RFP must be clearly noted and identified
- Submit the correct number of copies requested
- Failure to provide all requested information may result in proposal being rejected as non-responsive



## **PSC Industrial Outsourcing, LP**

### **1 INTRODUCTION**

PSC Industrial Outsourcing, LP (PSC) is pleased to present The City of Peoria with this statement for industrial cleaning services including vacuum services (wet and dry), general industrial cleaning, vessel and pipe cleaning, tank cleaning and transportation, miscellaneous waste disposal, and jet rodding / tank cleaning activities. PSC has also included pertinent information on our company, safety program, and service capabilities. PSC has been doing business in the Phoenix area for over 25 years. We have and had contracts with Municipalities and Waste Water plants, Power Plants, Copper Mines. PSC is also on call 24/7 for ER callouts.

#### **Why PSC?**

PSC has continuously improved equipment design, reporting and data collection methods, and operational and execution efficiencies as expanded upon below.

- Customized Hydroblasting Solutions
- Innovative Vacuum Services Technology
- Streamlined Electronic Billing Processes
- Commitment to Business Reporting and Optimization

#### Innovative Vacuum Services Technology

A combination of GPS, sensor technology telemetry, asset management systems, and advanced proprietary software, RhinoTrac™ gives PSC total onsite visibility into the status and location of our equipment. That means a more cost-effective vacuum and transportation services workflow, equipment that is correctly sized for the Peoria location, and the potential for additional savings to the City of Peoria.

- GPS telemetry shows current location and route tracking
- Unit Safety metrics are tracked and shared with the employee and our Client
- Dynamic status of vacuum and service trucks

### Commitment to Business Reporting and Optimization

Among the many Key Performance Indicators (KPIs) that PSC will track for City of Peoria, headcount, normally in the form of average crew size, will be at the top of our list. Through regular and transparent stewardship to the City of Peoria, PSC will commit to delivering operational and commercial efficiency targets without ever sacrificing safety.

- Practices "providing direction from the top down while solving problems from the bottom up"

### **LPS Tools & Techniques**

LPS contains six tools and techniques that are designed to, in most cases, proactively address the events or circumstances that can lead to any type of unplanned costs. Below is a list of the LPS tools and techniques.

- Loss Prevention Self-Assessment (LPSA)
- Job Loss Analysis (JLA)
- Loss Prevention Observation (LPO)
- Near-loss Investigation (NLI)
- Loss Investigation (LI)
- Stewardship

### **Safety Records**

PSC is proud to report a significant and consistent positive trend in our key safety metrics as shown below.

## **Air Moving Services**

PSC will provide air moving services for collecting solid industrial wastes and salvageable materials from hazardous or difficult-to-reach areas. Using controllable suction velocities of 3,500 to 6,000 cfm, air movers convey almost any substance that will fit through an eight-inch hose, for a distance of up to 1,000 feet.

PSC's equipment is capable of handling a wide range of materials, wet or dry, hazardous or non-hazardous, with a consistency ranging from a fine powder to large chunks of concrete. Substances typically handled include ash, lime, oil, catalyst, silica, and construction debris. The versatility of our equipment allows us to make numerous specialty applications available to Peoria. Our air movers can be combined with augers, sludge pumps, cyclone separators, and pneumatic unloading systems for a variety of specialized applications. For example, by using a cyclone separator unit with an air mover, the collected material can be easily drummed or bagged for specialized disposal requirements. Other air mover combination units are available.

## **Liquid Vacuum Services**

Liquid vacuum trucks efficiently and cost-effectively remove and transport liquid and semi-solid waste materials from surface impoundments, tanks, and other vessels. PSC maintains a fleet of these trucks, located at facilities across North America, for hauling or transferring liquids and sludge, as well as for cleaning up hazardous and non-hazardous spills.

PSC's liquid vacuum trucks are equipped with pump capacities ranging from 250 to 1,200 cubic feet per minute. The waste material or product is pulled through flexible hoses, ranging from two to four inches in diameter, and collected in truck-mounted containers.

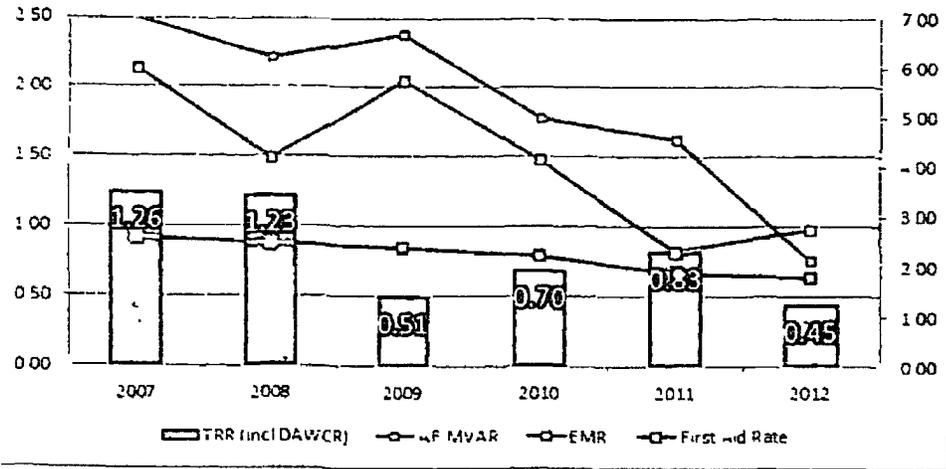
Large DOT-certified units, with capacities of up to 5,500 gallons, are generally used for offsite transportation of wastes. Smaller units, known as bobtails, can hold up to 3,000 gallons and are typically used within plant facilities to move materials into API separators or temporary storage tanks. Many units have full rear-opening doors to simplify clean out at the conclusion of a project.

PSC handles a range of liquids and semi-solids, including both flammable and corrosive materials. Typically, these materials include oil skimmings, sludges, and wastewater.

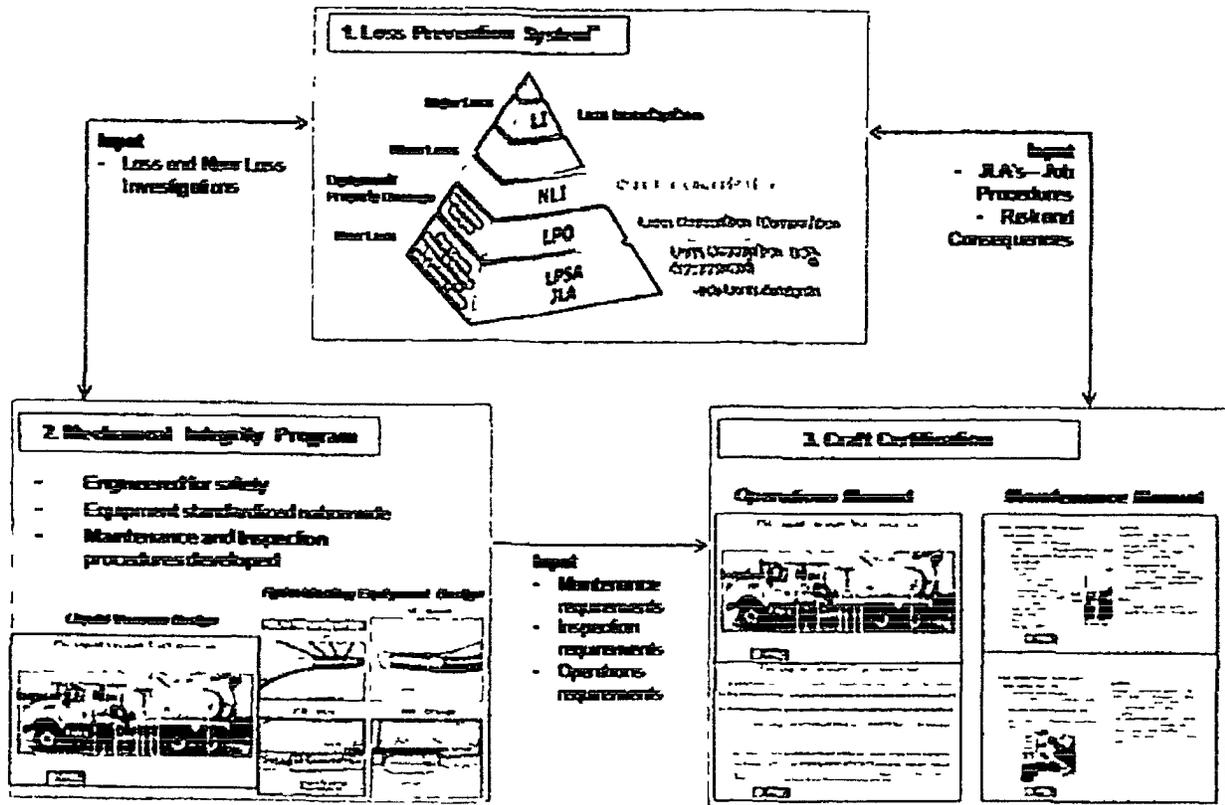
### **PROPRIETARY NOTICE**

This submittal contains information that is proprietary to PSC. This information is made available to the company listed on the title sheet of this document solely for the purpose of evaluating this proposal. PSC requests that information not be disclosed to any person outside the company listed on the title sheet of this document responsible for this evaluation. PSC requests that the information (technical or financial) contained herein not be reproduced, disclosed, or used without the prior written permission of PSC. Offer valid for 90 days from date on this cover.

## PSC Industrial Services Division Safety Trends



## Safety Focus for 2013



waste disposal requirements that adhere to all environmental regulations. Typically, the following steps are taken:

1. Deposit samples are collected and analyzed and tested for solubility.
2. Physical characteristics of the equipment to be cleaned are determined (metallurgy, capacity, surface to volume ratio, design limitations, and accessibility).
3. Availability of supporting utilities is assessed (e.g., power, water, and steam).
4. The potential project is reviewed and engineered for safety.
5. The best chemical procedure for the process is engineered and the direct cost to the city is determined.
6. PSC provides a written procedure for the project with a timeline to assist in determining the total cost.

To help Peoria make the most cost-effective, cost-efficient choice from the options available, an experienced PSC representative can provide a comparison of chemical cleaning to other cleaning methods that we utilize. We maintain an inventory of customized application equipment and cleaning units that can circulate specialty chemicals and solvents over a variety of flow rates, from very low up to 10,000 gpm. PSC also utilizes foam applications, vapor phase, and spray techniques to move the solvent to the target deposits.

## **Environmental Spill Containment & Cleanup**

PSC has dedicated labor and equipment resources and the preparedness to respond to spills, releases, and emergency situations anywhere within the Peoria service area within a short period of occurrence and within 2 hours of notification from the City.

PSC, in collaboration with Peoria, will develop a standardized questionnaire, applicable for all types of spills or releases, used to ensure adequate information is captured and communicated regarding the spill. At a minimum, the following information will be required:

- Where the spill or release occurred
- Directions to the spill or release site
- Type of material spilled or released
- Approximate quantity of material spilled or released
- What City personnel are at the spill or release site
- Whether associated equipment is energized or de-energized
- What sensitive receptors are involved
- What materials and equipment are warranted to mitigate the spill or release

PSC will document the site conditions, by taking "before," "during," and "after" pictures (using a digital camera) of the spill or release site if requested by the City of Peoria. These electronic

photographs will be provided to the City for the purpose of verifying regulatory compliance and for payment of invoices for response work completed

## **Transportation & Disposal Services**

PSC offers efficient removal and transportation of hazardous and non-hazardous wastes across North America. PSC owns and operates one of the largest transportation fleets for waste management services on the continent.

Our fleet includes a wide range of licensed power units, vacuum tankers (70 & 130bbl), Hydro Excavators, Jet Rodders, Guzzlers, end dumps, box vans, flatbed trailers, drop decks, pneumatic tankers, dedicated PCB tankers and containers, roll-off units, and carbon steel and stainless steel tankers.

PSC creates pre-planned route schedules or "Milk Runs" for several of our customers which offer economical transportation services for small quantity generators.

- Solids Hazardous waste, non-hazardous waste, PCBs, asbestos, universal waste, recyclables, and potentially infectious medical waste
- Liquids Hazardous waste, used oil, recyclables, non-hazardous waste (e.g. oily water and oily debris), water, sewage waste water and new oil

This includes

- The appropriate equipment, paperwork, transportation vehicle, and technical services. PSC will provide dedicated PCB tankers if required.
- Trained manpower, including professionals with specific qualifications (e.g. - properly licensed asbestos disposal operator, PCB expert)
- Generate waste profiles, manifesting and disposal approvals as well as lab packing (where applicable)

PSC is fully compliant with DOT Hazmat and other federal, state, and local regulations governing waste transportation.

### Transportation

PSC offers efficient removal and transportation of hazardous and non-hazardous wastes across North America. All PSC drivers are dispatched by a Central Dispatch office operated 24 hours a day, 7 days a week. PSC owns and operates one of the largest transportation fleets for waste management services on the continent.

City of Peoria  
Industrial Cleaning Services

- High costs to repair damaged infrastructure
- Costs and inconvenience of interrupted utility services
- Serious injury or death to workers and the public
- Liability and increased insurance costs
- Loss of a company's reputation, revenues, and employee morale

### Overall Equipment Capabilities

To demonstrate PSC's physical capabilities in terms of equipment, a table of PSC owned and operated equipment in the United States is listed below. In addition to this owned equipment, PSC operates and maintains a vast number of leased and rental equipment as well as managing vendor equipment and third party companies. This combination of owned, rented, and third party capabilities provides PSC the unique capability of performing work anywhere in the United States at any given moment.

TYPE	DESCRIPTION	QUANTITY
Power Unit	Air Mover Truck	136
Power Unit	Chemical Circulator Truck	30
Power Unit	Combo Vac / Sewer Truck	21
Power Unit	Roll-off Truck	49
Power Unit	Sewer Jetter Truck	10
Power Unit	Special Fabricated Truck	25
Power Unit	Tractor	323
Power Unit	Vacuum Truck- Liquid	226
Skid	Air Compressor Skid	33
Skid	Centrifugal Pump Skid	18
Skid	Pressure Washer Skid	49
Trailer	Air Compressor Trailer	14
Trailer	Air Mover Trailer	7
Trailer	Box Van Trailer	279
Trailer	Chemical Circulator Trailer	17
Trailer	Dump Trailer	49
Trailer	Filter Press Trailer	14
Trailer	Flat Bed Trailer	86
Trailer	Hydroblaster Trailer	204
Trailer	Pressure Washer Trailer	38

City of Peoria  
Industrial Cleaning Services

Crane	Level 1	
Crane	Level 2	1
Crane	Level 3	1
Crane	Level 4	1
Crane	Level 5	1
Crane	Level 6	1
Crane	Level 7	1

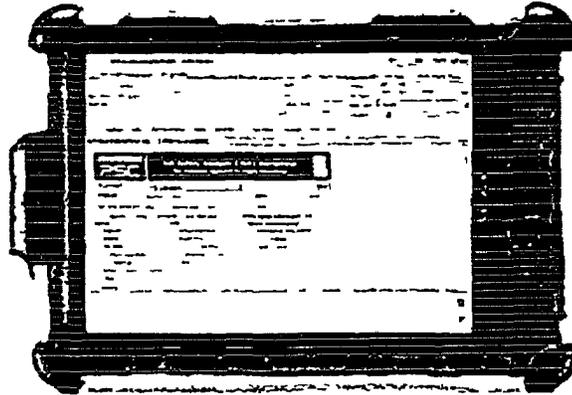
In 2008, PSC identified the need for a more reliable system to facilitate accurate dissemination of Standard Operating Procedures, improve billing accuracy, and provide better visibility to our client on the cost and value of our services. This led to the development of PSC's RhinoPad Field Tablet and associated information systems.



- **R**eliable
- **H**andheld
- **I**nnovations  
for
- **N**ormalization  
and
- **O**ptimization

**RhinoPad™ Field Tablet and RhinoPro™**

PSC's RhinoPads are the primary tool used by our crew leaders to capture all job data in the field. The field tablet computer with touch screen is intrinsically safe and connects wirelessly to PSC servers through an internal air card. Via our proprietary software, RhinoPro, the tablet is preloaded with all required job procedures, including our Job Safety Analysis, and the contract structure, pricing, and rules for billing.



Rhino electronically generates shift tickets which can be approved on the tablet in the field. Any shift ticket can be sent via email to any number of Peoria representatives at the end of each shift. In addition, each shift ticket is tied to a specific purchase order. The system tracks spend against PO funding limits, alerting both City of Peoria and PSC if set spend thresholds have been met.

**EXHIBIT B**  
**AGREEMENT WITH PSC INDUSTRIAL OUTSOURCING, LP**  
**FOR**  
**Pump and Haul Services**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation for pump and haul services is provided in attached contact pages provided in City of Peoria Contract No. ACON51513, RFP14-0013.

**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 **\$48,000.00**

**DETAILED PROJECT COMPENSATION**

To provide pump and haul services on an as-needed basis to remove and properly dispose of sludge from car wash drain traps and lines, at the following location:

Wash Bay located at Field Operations – 6210 W. Myrtle Avenue, Glendale, AZ



# PRICE SHEET

Solicitation Number P14-0013

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

## PUMP & HAUL SERVICES

PRICE SHEET		
Description	U/M	Rate
1 Vactor Pumping & Disposal of Waste	Hr	\$ <u>105.00</u>
2 Super Vactor pumping & disposal of waste	Hr	\$ <u>105.00</u>
3 Tanker pumping, and disposal of waste	Hr	\$ <u>95.00</u>
4 Disposal cost for solid waste (sludge) if needed	Lb	\$ <u>0.025</u>
5 Disposal cost for liquid waste if needed	Gal	\$ <u>0.050</u>
6 Hydro Blasting Service	Hr	\$ <u>125.00</u>
7 After hours / Weekend / Holiday service	Hr	\$ <u>15.00</u>
8 Emergency service	Hr	\$ <u>15.00</u>

RESPONSE TIMES	
1 Regular Scheduled Service	<u>2</u> Hours
2 After Hours Service	<u>2</u> Hours
3 Weekend Service	<u>2</u> Hours
4 Emergency Service	<u>2</u> Hours
5 Holiday Service	<u>2</u> Hours

# CLARIFICATIONS

## Price Sheet

**Line 1 Cost for Truck and all supplies and PPE**

**Line 2 Cost for Truck and all supplies and PPE**

**Line 3 Cost for Truck operator and all supplies**

**Line 4 This will be charged at cost plus 5%**

**Line 5 This will be charged at cost plus 5% See attachment for LES Cost**

**Line 6 This is a cost for pump and all supplies nozzles and hoses, PPE**

**Line 7 This is a cost increase for employees only per hour to cover over time Equipment will stay the same rate**

**Line 8 Same as line 7**

**Line item 9 Additional Labor**

**Operator \$35 00 per hr**

**Tech \$30 00 per hr**

**2 Man Confined Space rescue Team and equipment if needed \$1,600 00 per day**