

City of Prescott

Request for Bids

Water and Wastewater Analytical Services Contract

Standard Specifications and Contract Documents



SOLICITATION NUMBER: 09-7205-815-855-8418

BID OPENING: January 14, 2010 at 2:00 PM
City of Prescott Council Chambers
201 South Cortez Street
Prescott, Arizona

PREPARED BY: City of Prescott Public Works
Utilities Operations Division
433 N. Virginia Street
Prescott, Arizona

December 2009

City of Prescott
Purchasing Services
216 S. Marina Street, Suite 202
Prescott, AZ 86303-3929

Bid
Water and Wastewater Analytical Services Contract

The City of Prescott is soliciting bids for Water and Wastewater Analytical Services. Sealed bids [one (1) original and two (2) copies] shall be opened on Thursday, January 14, 2010 at the time and place indicated in Section 2.2.

Table of Contents

| | | |
|-----|---|----|
| 1.0 | Solicitation Specifications/Scope of Work..... | 2 |
| 2.0 | Solicitation Process Requirements..... | 12 |
| 3.0 | General Contract Terms and Conditions..... | 14 |
| 4.0 | Standard Bid Information..... | 17 |
| 5.0 | Instructions for Submittal Forms..... | 18 |
| 6.0 | Review of Bid Submittals and SERVICE PROVIDERS..... | 18 |
| | Form A – Solicitation Response Cover Sheet..... | 19 |
| | Form B – Price Sheet..... | 20 |
| | Form C – Bid Certification..... | 31 |
| | Form D – Non-Collusion Certificate..... | 32 |
| | Form E – Certificate of Ownership..... | 33 |
| | Form F – Bidder Qualifications, Representations and Warranties..... | 31 |
| | Form G – Draft Contract..... | 36 |

1.0 Solicitation Specifications/Scope of Work

1.1 Introduction

The City of Prescott is seeking to establish a contract with a qualified licensed environmental laboratory to provide analytical services for water and wastewater. The term of any resulting contract shall be for one (1) year with an opportunity to renew for an additional three (3) years as provided for in section 4.0 Standard Bid Information.

In order to conduct environmental testing and analysis as requested by the CITY for purposes of compliance with EPA, Safe Drinking Water Act, Clean Water Act, Arizona Department of Water Resources, Aquifer Protection Permits, Reclaimed Water Permits, Industrial Pretreatment Program and special projects, the SERVICE PROVIDER shall provide the following services in their bid.

1.2 Sample Containers

SERVICE PROVIDER shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. SERVICE PROVIDER shall add reagent grade preservatives to the appropriate sampling container prior to field sampling. SERVICE PROVIDER shall pre-label sample containers identifying the analyses types requested and preservatives used. The sample label information provided by CITY shall correspond to information contained in the chain of custody forms and shall include: CITY name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. SERVICE PROVIDER shall supply any necessary trip blanks. SERVICE PROVIDER shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

1.3 Chain of Custody

SERVICE PROVIDER shall provide chain of custody forms and chain of custody seals for bottles and coolers and one chain of custody form shall accompany each sample set. SERVICE PROVIDER shall include a copy of the completed chain of custody for each sample set at the end of each individual analyses report. SERVICE PROVIDER and any CITY approved SUB-CONTRACT SERVICE PROVIDER shall utilize standard EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, revised in May, 1986 and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

1.4 Transportation

SERVICE PROVIDER shall provide delivery of containers for samples and shipping to the CITY SAMPLING FACILITY within forty-eight (48) hours after CITY'S request. Return transportation of field samples based on unit cost per trip from the CITY SAMPLING FACILITY may be included in the bid package. BID shall be for pick up of field samples as needed within twenty-four (24) hours of CITY'S request, Monday through Friday, generally between the hours of 7:00 a.m. and 4:00 p.m. In order to meet the hold time for fecal coliform, arrangements must be made for sample pick up and preparation within a two (2) hour window.

1.5 Sample Control

SERVICE PROVIDER shall report any sample or trip blank received in unacceptable condition, or rendered unacceptable for analyses to the CITY SAMPLING FACILITY within twenty- four (24) hours of loss of sample.

CITY reserves the right to recover cost of re-sampling due to SERVICE PROVIDER error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to SERVICE PROVIDER at the CITY'S cost of sampling. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

1.6 Laboratory Services and Analytical Requirements

- A. SERVICE PROVIDER shall use current EPA and Arizona Department of Health Services approved test methods for all drinking water and wastewater analyses. SERVICE PROVIDER shall meet detection limits required by Local, State, and Federal regulations.
- B. SERVICE PROVIDER shall conduct all quality control tests and checks for precision, accuracy and control of method on a ten percent (10%) basis, or as specified by method, or per batch if less than ten (10) samples are submitted. SERVICE PROVIDER and any SUB-CONTRACT SERVICE PROVIDER shall use CITY of PRESCOTT samples designated for QC duplicate, trip blank, and matrix spike purposes. SERVICE PROVIDER shall provide as part of the quality control all QC data results as a Level 2 report.
- C. SERVICE PROVIDER shall communicate a full description of any anticipated or realized problem areas to the CITY SAMPLING FACILITY prior to analysis of any sample so that appropriate corrective action can be coordinated. SERVICE PROVIDER shall immediately communicate, via telephone or e-mail, analytical or sample problems encountered subsequent to the analysis of any sample to the CITY SAMPLING FACILITY, followed by written communication with the sample results. SERVICE PROVIDER shall immediately communicate, via telephone or e-mail, results indicating exceedance of SDWA MCL's and/or triggers and/or Permit limits to the CITY SAMPLING FACILITY, followed by written communication with the sample results. SERVICE PROVIDER shall designate all verbal and written notification about results that are not final as "preliminary" and document QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by CITY shall not be invoiced and paid under this Agreement.

1.7 Holding Times

The SERVICE PROVIDER shall notify the CITY SAMPLING FACILITY immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The CITY will make a decision on analysis of such samples upon notification. CITY reserves the right to recover cost of re-sampling due to SERVICE PROVIDER failing to meet sample holding times, provided that SERVICE PROVIDER has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where SERVICE PROVIDER will not be liable if SERVICE PROVIDER was not notified in reasonable time for sample pick up or if the holding time exceedance was caused by City provided transportation. Re-sampling will be billed to SERVICE PROVIDER at the CITY'S cost of sampling.

1.8 Written Reporting of Analysis Results

SERVICE PROVIDER shall submit typewritten final reports for drinking water, surface water, groundwater and wastewater sample results to the CITY SAMPLING FACILITY within fourteen (14) calendar days of SERVICE PROVIDERS receipt of each sample.

At times, twenty-four (24) hour Priority Sample Analysis may be required. SERVICE PROVIDER shall submit typewritten final reports for any Priority results to the CITY SAMPLING FACILITY within two (2) working days of the Analysis.

SERVICE PROVIDER shall report all quality control tests and checks used to prepare each sample, including all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blanks, MS/MSD, reagent blank and trip blank results for each applicable analyte requested.

SERVICE PROVIDER shall insure that all subcontracted results are easily cross-referenced to samples submitted to SERVICE PROVIDER and at a minimum, shall include the following:

- A. Cover letter, including a listing of any SUB-CONTRACT SERVICE PROVIDER used and any problems encountered during sample analysis.
- B. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of analysis, analyst, and analysis method.
- C. Original SUB-CONTRACT SERVICE PROVIDER analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- D. Chain of custody as submitted, plus SUB-CONTRACT SERVICE PROVIDERS chain of custody, if applicable.
- E. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms (these forms shall be completed in full) in addition to SERVICE PROVIDERS standard reporting form.

SERVICE PROVIDER shall be responsible for written communication of any miscalculation or error in analytical results to the CITY SAMPLING FACILITY. SERVICE PROVIDER shall re-issue at their own expense, corrected hard copies and computer electronic copies as necessary. SERVICE PROVIDER shall label all reissued reports "revised" and include an explanation of the revision in the cover letter. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results. CITY reserves the right to recover the cost of re-sampling due to SERVICE PROVIDER miscalculation or error in the analytical results.

CITY reserves the right to enforce penalties for late sample results. An eight percent (8%) penalty for the first day and a five percent (5%) penalty each day thereafter per report will be charged to SERVICE PROVIDER for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. SERVICE PROVIDER shall be liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against CITY by the State or Federal government due to late submittal of analysis results due to SERVICE PROVIDER exceeding the above specified delivery times, shall be paid by SERVICE PROVIDER.

1.9 Electronic Transfer of Reporting Results

SERVICE PROVIDER shall issue electronic laboratory results to the CITY within 24 hours of the analysis completion and a hard copy of the reports within the time specified in section 1.8. The submittal of electronic data is not intended to be a substitute for the requirement of hard copy reports.

SERVICE PROVIDER shall supply the electronic data in a format compatible with existing CITY software as desired by CITY.

SERVICE PROVIDER shall be responsible for verification that electronic data is not duplicated. SERVICE PROVIDER shall maintain an electronic or a hard copy list of sample reports issued for review by the CITY. This list shall include the CITY Chain of Custody ID Number (City of Prescott ID), the laboratory accession number (Accession ID), and the date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated using the applicable charge out rate. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the SERVICE PROVIDER at the CITY'S cost plus \$100.

SERVICE PROVIDER Capability and Capacity

During the term of this Contract, SERVICE PROVIDER shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times.

1.10 State of Arizona Certification/Environmental Protection Agency Approvals

SERVICE PROVIDER and all SUB-CONTRACT SERVICE PROVIDER must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analysis for the duration of the Contract. SERVICE PROVIDER shall meet the laboratory licensure requirements as stipulated in the Arizona Administrative Code Title 9, Chapter 14 Article 6.

SERVICE PROVIDER shall provide to CITY notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

EPA/ADHS Quality Assurance/Quality Control

SERVICE PROVIDER and all SUB-CONTRACT SERVICE PROVIDER must demonstrate continuing satisfactory performance by proficiency testing.

1.11 Proficiency Samples

CITY may submit proficiency samples (blind, double blind, or otherwise) to the SERVICE PROVIDER as part of the regular sampling and QC procedures.

SERVICE PROVIDER shall submit a QA/QC report on deficiencies and corrections associated with the proficiency samples on an individual sampling period basis.

SERVICE PROVIDER may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the SERVICE PROVIDER to analyze and report results within acceptable QA/QC limits can result in cancellation of this contract.

1.12 Disposal

SERVICE PROVIDER shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

1.13 Annual Estimated Drinking Water Requirements

Estimated Water Analysis

| Parameter | Units | Sampling Frequency | Annual Quantity |
|-----------------------|-------|--------------------|-----------------|
| Colilert | | Weekly | 636 |
| Total Trihalomethanes | mg/l | Quarterly | 20 |

1.14 Annual Wastewater Aquifer Protection Permit Requirements

AIRPORT WRF ROUTINE DISCHARGE MONITORING

| Parameter | AL | DL | Units | Sampling Frequency | Annual Quantity |
|-----------------------------------|--------|-------|-------|--------------------|-----------------|
| Total Nitrogen | 8.0 | 10.0 | mg/l | Monthly | 12 |
| Nitrate-Nitrite (as N) | 8.0 | 10.0 | mg/l | Monthly | 12 |
| Total Kjeldahl Nitrogen (TKN) | 8.0 | 10.0 | mg/l | Monthly | 12 |
| Metals (Total) | | | | | |
| Antimony | 0.0048 | 0.006 | mg/l | Quarterly | 4 |
| Arsenic | 0.04 | 0.05 | mg/l | Quarterly | 4 |
| Barium | 1.60 | 2.00 | mg/l | Quarterly | 4 |
| Beryllium | 0.0032 | 0.004 | mg/l | Quarterly | 4 |
| Cadmium | 0.004 | 0.005 | mg/l | Quarterly | 4 |
| Chromium | 0.08 | 0.1 | mg/l | Quarterly | 4 |
| Cyanide (free) | 0.16 | 0.2 | mg/l | Quarterly | 4 |
| Fluoride | 3.2 | 4.0 | mg/l | Quarterly | 4 |
| Lead | 0.04 | 0.05 | mg/l | Quarterly | 4 |
| Mercury | 0.0016 | 0.002 | mg/l | Quarterly | 4 |
| Nickel | 0.08 | 0.1 | mg/l | Quarterly | 4 |
| Selenium | 0.04 | 0.05 | mg/l | Quarterly | 4 |
| Thallium | 0.0016 | 0.002 | mg/l | Quarterly | 4 |
| Volatile Organic Compounds | | | | | |
| Benzene | 0.004 | 0.005 | mg/l | Semi-Annually | 2 |
| Carbon tetrachloride | 0.004 | 0.005 | mg/l | Semi-Annually | 2 |
| o-Dichlorobenzene | 0.48 | 0.6 | mg/l | Semi-Annually | 2 |
| para-Dichlorobenzene | 0.06 | 0.075 | mg/l | Semi-Annually | 2 |
| 1,2-Dichloroethane | 0.004 | 0.005 | mg/l | Semi-Annually | 2 |
| 1,1-Dichloroethylene | 0.0056 | 0.007 | mg/l | Semi-Annually | 2 |
| cis-1,2-Dichloroethylene | 0.056 | 0.07 | mg/l | Semi-Annually | 2 |
| trans-1,2-Dichloroethylene | 0.08 | 0.1 | mg/l | Semi-Annually | 2 |
| Dichloromethane | 0.004 | 0.005 | mg/l | Semi-Annually | 2 |
| 1,2-Dichloropropane | 0.004 | 0.005 | mg/l | Semi-Annually | 2 |
| Ethylbenzene | 0.56 | 0.7 | mg/l | Semi-Annually | 2 |
| Hexachlorobenzene | 0.0008 | 0.001 | mg/l | Semi-Annually | 2 |
| Hexachlorocyclopentadiene | 0.04 | 0.05 | mg/l | Semi-Annually | 2 |
| Monochlorobenzene | 0.08 | 0.1 | mg/l | Semi-Annually | 2 |
| Styrene | 0.08 | 0.1 | mg/l | Semi-Annually | 2 |
| Tetrachloroethylene | 0.004 | 0.005 | mg/l | Semi-Annually | 2 |
| Toluene | 0.8 | 1.0 | mg/l | Semi-Annually | 2 |
| Trihalomethanes (total) | 0.08 | 0.1 | mg/l | Semi-Annually | 2 |
| 1,1,1-Trichloroethane | 0.16 | 0.2 | mg/l | Semi-Annually | 2 |
| 1,2,4 - Trichlorobenzene | 0.056 | 0.07 | mg/l | Semi-Annually | 2 |
| 1,1,2 - Trichloroethane | 0.004 | 0.005 | mg/l | Semi-Annually | 2 |
| Trichloroethylene | 0.004 | 0.005 | mg/l | Semi-Annually | 2 |
| Vinyl Chloride | 0.0016 | 0.002 | mg/l | Semi-Annually | 2 |
| Xylenes (total) | 8.0 | 10.0 | mg/l | Semi-Annually | 2 |

AIRPORT WRF ROUTINE DISCHARGE MONITORING (continued)

| Parameter | AL | DL | Units | Sampling Frequency | Annual Quantity |
|---------------------------------------|---------|---------|-------|--------------------|-----------------|
| Indicator Major Cations/Anions | | | | | |
| Iron | Monitor | Monitor | mg/l | Quarterly | 4 |
| Manganese | Monitor | Monitor | mg/l | Quarterly | 4 |
| Total Organic Carbon | Monitor | Monitor | mg/l | Quarterly | 4 |
| Total Dissolved Solids | Monitor | Monitor | mg/l | Quarterly | 4 |
| Sodium | Monitor | Monitor | mg/l | Quarterly | 4 |
| Potassium | Monitor | Monitor | mg/l | Quarterly | 4 |
| Calcium | Monitor | Monitor | mg/l | Quarterly | 4 |
| Magnesium | Monitor | Monitor | mg/l | Quarterly | 4 |
| Chloride | Monitor | Monitor | mg/l | Quarterly | 4 |
| Sulfate | Monitor | Monitor | mg/l | Quarterly | 4 |
| Alkalinity | Monitor | Monitor | mg/l | Quarterly | 4 |

SUNDOG WWTP ROUTINE DISCHARGE MONITORING

| Parameter | AL | DL | Units | Sampling Frequency | Annual Quantity |
|-----------------------------------|----------|----------|-------|--------------------|-----------------|
| Total Nitrogen (Calc) | 8.0 | 10.0 | mg/L | Monthly | 12 |
| Nitrate-N | Reserved | Reserved | mg/L | Monthly | 12 |
| Nitrite-N | Reserved | Reserved | mg/L | Monthly | 12 |
| TKN | Reserved | Reserved | mg/L | Monthly | 12 |
| Metals | | | | | |
| Antimony | 0.0048 | 0.006 | mg/L | Quarterly | 4 |
| Arsenic | 0.04 | 0.05 | mg/L | Quarterly | 4 |
| Barium | 1.60 | 2.00 | mg/L | Quarterly | 4 |
| Beryllium | 0.0032 | 0.004 | mg/L | Quarterly | 4 |
| Cadmium | 0.004 | 0.005 | mg/L | Quarterly | 4 |
| Chromium | 0.08 | 0.1 | mg/L | Quarterly | 4 |
| Cyanide (As free cyanide) | 0.16 | 0.2 | mg/L | Quarterly | 4 |
| Fluoride | 3.2 | 4.0 | mg/L | Quarterly | 4 |
| Lead | 0.04 | 0.05 | mg/L | Quarterly | 4 |
| Mercury | 0.0016 | 0.002 | mg/L | Quarterly | 4 |
| Nickel | 0.08 | 0.1 | mg/L | Quarterly | 4 |
| Selenium | 0.04 | 0.05 | mg/L | Quarterly | 4 |
| Thallium | 0.0016 | 0.002 | mg/L | Quarterly | 4 |
| Volatile Organic Compounds | | | | | |
| Benzene | 0.004 | 0.005 | mg/L | Quarterly | 4 |
| Carbon Tetrachloride | 0.004 | 0.005 | mg/L | Quarterly | 4 |
| o-Dichlorobenzene | 0.48 | 0.6 | mg/L | Quarterly | 4 |
| para-Dichlorobenzene | 0.06 | 0.075 | mg/L | Quarterly | 4 |
| 1,2-Dichloroethane | 0.004 | 0.005 | mg/L | Quarterly | 4 |
| 1,1-Dichloroethylene | 0.0056 | .007 | mg/L | Quarterly | 4 |
| cis-1,2-Dichloroethylene | 0.05 | 0.07 | mg/L | Quarterly | 4 |
| trans-1,2-Dichloroethylene | 0.08 | 0.1 | mg/L | Quarterly | 4 |
| Dichloromethane | 0.004 | 0.005 | mg/L | Quarterly | 4 |
| 1,2-Dichloropropane | 0.004 | 0.005 | mg/L | Quarterly | 4 |
| Ethylbenzene | 0.56 | 0.7 | mg/L | Quarterly | 4 |

| Volatile Organic Compounds (continued) | | | | | |
|---|--------|-------|------|-----------|---|
| Monochlorobenzene | 0.08 | 0.1 | mg/L | Quarterly | 4 |
| Styrene | 0.08 | 0.1 | mg/L | Quarterly | 4 |
| Tetrachloroethylene | 0.004 | 0.005 | mg/L | Quarterly | 4 |
| Toluene | 0.8 | 1.0 | mg/L | Quarterly | 4 |
| Trihalomethanes (total) | 0.08 | 0.1 | mg/L | Quarterly | 4 |
| 1,1,1-Trichloroethane | 0.16 | 0.2 | mg/L | Quarterly | 4 |
| 1,2,4-Trichlorobenzene | 0.056 | 0.07 | mg/L | Quarterly | 4 |
| 1,1,2-Trichloroethane | 0.004 | 0.005 | mg/L | Quarterly | 4 |
| Trichloroethylene | 0.004 | 0.005 | mg/L | Quarterly | 4 |
| Vinyl Chloride | 0.0016 | 0.002 | mg/L | Quarterly | 4 |
| Xylenes (total) | 8.0 | 10.0 | mg/L | Quarterly | 4 |

1.15 Groundwater Monitoring Permit Requirements

AIRPORT WRF GROUNDWATER MONITORING

| Parameter | AL | AQL | Units | Sampling Frequency | Annual Quantity |
|-------------------------------|-----------------|-----------------|--------------|---------------------------|------------------------|
| Total Nitrogen (Calc) | 8.0 | 10.0 | mg/l | Quarterly | 8 |
| Nitrate-Nitrite as N | 8.0 | 10.0 | mg/l | Quarterly | 8 |
| Total Kjeldahl Nitrogen (TKN) | Not Established | Not Established | mg/l | Quarterly | 8 |
| Metals (Total) | | | | | |
| Antimony | 0.0048 | 0.006 | mg/l | Quarterly | 8 |
| Arsenic | 0.04 | 0.05 | mg/l | Quarterly | 8 |
| Barium | 1.60 | 2.00 | mg/l | Quarterly | 8 |
| Beryllium | 0.0032 | 0.004 | mg/l | Quarterly | 8 |
| Cadmium | 0.004 | 0.005 | mg/l | Quarterly | 8 |
| Chromium | 0.08 | 0.1 | mg/l | Quarterly | 8 |
| Cyanide (free) | 0.16 | 0.2 | mg/l | Quarterly | 8 |
| Fluoride | 3.2 | 4.0 | mg/l | Quarterly | 8 |
| Lead | 0.04 | 0.05 | mg/l | Quarterly | 8 |
| Mercury | 0.0016 | 0.002 | mg/l | Quarterly | 8 |
| Nickel | 0.08 | 0.1 | mg/l | Quarterly | 8 |
| Selenium | 0.04 | 0.05 | mg/l | Quarterly | 8 |
| Thallium | 0.0016 | 0.002 | mg/l | Quarterly | 8 |

AIRPORT WRF GROUNDWATER MONITORING (CONTINUED)

| Parameter | AL | AQL | Units | Sampling Frequency | Annual Quantity |
|-----------------------------------|--------|-------|-------|--------------------|-----------------|
| Volatile Organic Compounds | | | | | |
| Benzene | 0.004 | 0.005 | mg/l | Quarterly | 8 |
| Carbon tetrachloride | 0.004 | 0.005 | mg/l | Quarterly | 8 |
| o-Dichlorobenzene | 0.48 | 0.6 | mg/l | Quarterly | 8 |
| para-Dichlorobenzene | 0.06 | 0.075 | mg/l | Quarterly | 8 |
| 1,2-Dichloroethane | 0.004 | 0.005 | mg/l | Quarterly | 8 |
| 1,1-Dichloroethylene | 0.0056 | 0.007 | mg/l | Quarterly | 8 |
| cis-1,2-Dichloroethylene | 0.056 | 0.07 | mg/l | Quarterly | 8 |
| trans-1,2-Dichloroethylene | 0.08 | 0.1 | mg/l | Quarterly | 8 |
| Dichloromethane | 0.004 | 0.005 | mg/l | Quarterly | 8 |
| 1,2-Dichloropropane | 0.004 | 0.005 | mg/l | Quarterly | 8 |
| Ethylbenzene | 0.56 | 0.7 | mg/l | Quarterly | 8 |
| Hexachlorobenzene | 0.0008 | 0.001 | mg/l | Quarterly | 8 |
| Hexachlorocyclopentadiene | 0.04 | 0.05 | mg/l | Quarterly | 8 |
| Monochlorobenzene | 0.08 | 0.1 | mg/l | Quarterly | 8 |
| Styrene | 0.08 | 0.1 | mg/l | Quarterly | 8 |
| Tetrachloroethylene | 0.004 | 0.005 | mg/l | Quarterly | 8 |
| Toluene | 0.8 | 1.0 | mg/l | Quarterly | 8 |
| Trihalomethanes (total) | 0.08 | 0.1 | mg/l | Quarterly | 8 |
| 1,1,1-Trichloroethane | 0.16 | 0.2 | mg/l | Quarterly | 8 |
| 1,2,4 - Trichlorobenzene | 0.056 | 0.07 | mg/l | Quarterly | 8 |
| 1,1,2 - Trichloroethane | 0.004 | 0.005 | mg/l | Quarterly | 8 |
| Trichloroethylene | 0.004 | 0.005 | mg/l | Quarterly | 8 |
| Vinyl Chloride | 0.0016 | 0.002 | mg/l | Quarterly | 8 |
| Xylenes (total) | 8.0 | 10.0 | mg/l | Quarterly | 8 |

AIRPORT WRF GROUNDWATER MONITORING (CONTINUED)

| Parameter | AL | AQL | Units | Sampling Frequency | Annual Quantity |
|---------------------------------------|---------|---------|-------|--------------------|-----------------|
| Indicator Major Cations/Anions | | | | | |
| Iron | Monitor | Monitor | mg/l | Quarterly | 8 |
| Manganese | Monitor | Monitor | mg/l | Quarterly | 8 |
| Total Organic Carbon | Monitor | Monitor | mg/l | Quarterly | 8 |
| Total Dissolved Solids | Monitor | Monitor | mg/l | Quarterly | 8 |
| Sodium | Monitor | Monitor | mg/l | Quarterly | 8 |
| Potassium | Monitor | Monitor | mg/l | Quarterly | 8 |
| Calcium | Monitor | Monitor | mg/l | Quarterly | 8 |
| Magnesium | Monitor | Monitor | mg/l | Quarterly | 8 |
| Chloride | Monitor | Monitor | mg/l | Quarterly | 8 |
| Sulfate | Monitor | Monitor | mg/l | Quarterly | 8 |
| Alkalinity | Monitor | Monitor | mg/l | Quarterly | 8 |

1.16 Source Water Quality Requirements

SURFACE WATER RECHARGE - SOURCE WATER QUALITY MONITORING

| Parameter | Alert Limit | OPL (mg/L) | Sampling Frequency | Annual Quantity |
|----------------------------|-------------|------------|--------------------|-----------------|
| Inorganics | | | | |
| Alkalinity | Reserved | Reserved | Semi-Annually | 2 |
| Ammonia | Reserved | Reserved | Semi-Annually | 2 |
| Boron | Reserved | Reserved | Semi-Annually | 2 |
| Calcium | Reserved | Reserved | Semi-Annually | 2 |
| Chloride | Reserved | Reserved | Semi-Annually | 2 |
| Fluoride | Reserved | 4.0 | Semi-Annually | 2 |
| Nitrate (as N) | Reserved | 10.0 | Semi-Annually | 2 |
| Nitrite (as N) | Reserved | 1.0 | Semi-Annually | 2 |
| Nitrate and Nitrite (as N) | Reserved | 10.0 | Semi-Annually | 2 |
| Potassium | Reserved | Reserved | Semi-Annually | 2 |
| Sodium | Reserved | Reserved | Semi-Annually | 2 |
| Sulfate | Reserved | Reserved | Semi-Annually | 2 |
| Total Dissolved Solids | Reserved | Reserved | Semi-Annually | 2 |
| Trace Metals | | | | |
| Antimony | Reserved | 0.006 | Every 6 months | 2 |
| Arsenic | Reserved | 0.05 | Every 6 months | 2 |
| Barium | Reserved | 2 | Every 6 months | 2 |
| Beryllium | Reserved | 0.004 | Every 6 months | 2 |
| Cadmium | Reserved | 0.005 | Every 6 months | 2 |
| Chromium | Reserved | 0.1 | Every 6 months | 2 |
| Copper | Reserved | Reserved | Every 6 months | 2 |
| Iron | Reserved | Reserved | Every 6 months | 2 |
| Lead | Reserved | 0.05 | Every 6 months | 2 |
| Magnesium | Reserved | Reserved | Every 6 months | 2 |
| Manganese | Reserved | Reserved | Every 6 months | 2 |
| Mercury | Reserved | 0.002 | Every 6 months | 2 |
| Nickel | Reserved | 0.1 | Every 6 months | 2 |
| Selenium | Reserved | 0.05 | Every 6 months | 2 |
| Thallium | Reserved | 0.002 | Every 6 months | 2 |
| Zinc | Reserved | Reserved | Every 6 months | 2 |

1.17 Biosolids Monitoring Requirements

AIRPORT WRF BIOSOLIDS TCLP

| Parameter | AL | AQL | Units | Sampling Frequency | Annual Quantity |
|---------------|-----|-----|-------|--------------------|-----------------|
| TCLP (Metals) | N/A | N/A | mg/kg | Yearly | 1 |

SUNDOG WWTP BIOSOLIDS

| Parameter | Alert Limit | Discharge Limit | Units | Sampling Frequency | Annual Quantity |
|-------------------------|-------------|-----------------|-------|--------------------|-----------------|
| Aluminum | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Cadmium | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Calcium | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Chromium | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Copper | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Iron | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Magnesium | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Manganese | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Mercury | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Molybdenum | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Nickel | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Potassium | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Selenium | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Sodium | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Zinc | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Percent Solids | Reserved | Reserved | %x wt | Quarterly | 4 |
| Ammonia-N | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Nitrate-N | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Nitrite-N | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Nitrogen-Total | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Phosphorous-Total (P) | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Total Kjeldahl Nitrogen | Reserved | Reserved | mg/kg | Quarterly | 4 |
| pH | Reserved | Reserved | pH | Quarterly | 4 |
| Temperature-Deg C | Reserved | Reserved | deg C | Quarterly | 4 |
| Nitrogen-Organic | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Aroclor 1016 | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Aroclor 1221 | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Aroclor 1232 | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Aroclor 1242 | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Aroclor 1248 | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Aroclor 1254 | Reserved | Reserved | mg/kg | Quarterly | 4 |
| Aroclor 1260 | Reserved | Reserved | mg/kg | Quarterly | 4 |

2.0 Solicitation Process Requirements

2.1 Communications with the City:

All communications regarding this solicitation must be directed in writing to the Purchasing Division. Unless authorized by the Purchasing Manager, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the Buyer for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The CITY'S buyer for this solicitation is:

Dawn M. Foster, Purchasing Manager
City of Prescott
Purchasing Services Division
Fax: 928-777-1234
E-mail: purchasing@prescott-az.gov

2.2 Schedule

- 2.2.1 Solicitation Advertisement
Sunday, December 13, 2009
- 2.2.2 Deadline for Questions and Requests for Addenda
Tuesday, January 4, 2010 COB
- 2.2.3 Deadline for Issuance of Addenda via fax or e-mail
Friday, January 8, 2010, 2009 COB
- 2.2.4 Bids Due [one (1) original and two (2) copies]
Thursday, January 14, 2010 at 2:00 pm

Purchasing Manager, City Hall
201 S. Cortez Street
Prescott, AZ 86302

- 2.2.5 Bid Opening
Thursday, January 14, 2010 at 2:00 pm

City of Prescott
City Council Chambers
201 S. Cortez Street
Prescott, AZ 86302

2.3 Questions and Requests for Addenda

Bidders who have questions about or suggestions for changes to this solicitation may direct them to the CITY'S Buyer in writing by fax or email. Questions and requests for addenda must be received by the CITY'S Buyer no later than the date and time listed in Section 2.2. Questions received after this time will not be considered or answered. Failure by a Bidder to request clarification of any inadequacy, omission or conflict shall not relieve the Bidder of the responsibility of being in compliance with the solicitation.

2.4 City Answers and Addenda

Changes to this solicitation will be made only by addenda issued by the CITY'S Buyer and posted to the City website at www.prescott-az.gov/business/bids. It is the bidder's responsibility to check the website for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this solicitation, and will be made part of the resulting agreement.

2.5 Delivery of Bids

Sealed bids [one (1) original and two (2) copies] must be received at the Office of the City Clerk no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Council Chambers at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Dawn Foster, Purchasing Manager
City of Prescott
PO Box 2059
Prescott, AZ 86302

If the bid is delivered by an entity other than the U.S. Postal Service, the bid should be addressed to:

Dawn Foster, Purchasing Manager
City of Prescott
201 S. Cortez Street
Prescott, AZ 86303

Bidder shall enclose bid [one (1) original and two (2) copies] in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Solicitation # (09-7205-815-855-8418), Title (Water and Wastewater Analytical Services Contract), and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened.

2.6 Award of Multiple Bids

In order to assure that any ensuing contracts will allow CITY to fulfill current and further requirements, CITY reserves the right to award Contracts to more than one laboratory. The actual utilization of any contract will be at the sole discretion of CITY. The fact that CITY may make multiple awards should be taken into consideration by each Bidder.

2.7 Cost of Bids

The City shall be not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the acquisition process.

2.8 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.9 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 120 calendar days after the bid due date and time.

2.10 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.11 Rejection of Bids:

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.12 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.14 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and be filed with the Purchasing Manager, PO Box 2059, Prescott, AZ 86302, FAX 928-777-1234. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.15 Bid Submittal

Bid [one (1) original and two (2) copies] must be sealed and the envelope must clearly indicate the information as described in Section 2.5. Bidder must fully complete and submit the following documents:

- Bid Form A – Bidder Response Cover Sheet
- Bid Form B – Price Sheet
- Bid Form C – Bid Certification
- Bid Form D – Non-Collusion Certificate
- Bid Form E – Certificate of Ownership
- Bid Form F – Bidder Qualifications, Representations and Warranties

3.0 General Contract Terms and Conditions

- 3.1. Contract Term: The term of any resulting contract shall be for one (1) year with an opportunity to renew for an additional three (3) years. Renewals may be executed when contractor has provided high quality service with demonstrated cost containment efforts.
- 3.2. Consumer Price Index (CPI): Bidder shall prepare their bid in accordance with present day industry standards and regulations. As determined by the CITY, should major changes in industry standards or regulations occur that would effect the unit bid price, the BIDDER would have the right to request a renegotiation in its unit bid price. Adjustments may be made in the unit bid price in accordance with the United States Consumer Price Index, not to exceed five (5) percent upwards or downwards per year.
- 3.3. Sample Quantities: The quantities shown in sections 1.13 through 1.17 are sample requirements based on current permit conditions and are subject to change. The City reserves the right to increase or decrease the quantities listed.
- 3.4. Entire Agreement: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the SERVICE PROVIDER. The CITY'S Request for Bid (RFB), all addenda to the RFB, and the SERVICE PROVIDERS response to the RFB are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the CITY'S RFB; the CITY'S RFB; and the SERVICE PROVIDERS response to the RFB.
- 3.5. Term: The term of this Contract shall commence on the date the CITY'S Purchasing Agent signs the same and shall expire as stated within the Contract.
- 3.6. Schedule: Unless the CITY'S Purchasing Agent requests a change in schedule, the SERVICE PROVIDER shall deliver the items or render the services as stated in the Contract. At the CITY'S option, the SERVICE PROVIDERS failure to timely deliver or perform may require expedited shipping at the SERVICE PROVIDERS expense, or may be cause for termination of the Contract and the return of all or part of the items at the SERVICE PROVIDERS expense. If the SERVICE PROVIDER anticipates difficulty in meeting the schedule, the SERVICE PROVIDER shall promptly notify the CITY'S Purchasing Agent of such difficulty and the length of the anticipated delay.

- 3.7. Payment: Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the CITY'S receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the CITY'S receipt and acceptance of the items identified in the invoice therefore.
- 3.8. Unlawful Overcharges: The SERVICE PROVIDER assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 3.9. Price Warranty: The SERVICE PROVIDER warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The SERVICE PROVIDER warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the CITY'S express written consent.
- 3.10. Warranties: The SERVICE PROVIDER warrants that all services comply with the CITY'S latest specifications, and are fit for the CITY'S intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
- 3.11. Equal Employment Opportunity: During the term of this Contract, the SERVICE PROVIDER agrees as follows: The SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The SERVICE PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 3.12. Diversity: The City encourages the SERVICE PROVIDER to employ a workforce reflective of the region's diversity.
- 3.13. Discrimination in Contracting: The SERVICE PROVIDER shall not create barriers to open and fair opportunities for SUBSERVICE PROVIDERS and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with SUBSERVICE PROVIDERS and suppliers, the SERVICE PROVIDER shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- 3.14. Record-Keeping: The SERVICE PROVIDER shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the SERVICE PROVIDERS utilization of other businesses as SUBSERVICE PROVIDERS and suppliers in this contract and in its overall public and private business activities. The SERVICE PROVIDER shall also maintain all written quotes, bids, estimates, or proposals submitted to the SERVICE PROVIDER by all businesses seeking to participate as SUBSERVICE PROVIDERS or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the SERVICE PROVIDER shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.
- 3.15. Publicity: The SERVICE PROVIDER shall not advertise or publish the fact that the City has contracted to purchase items from the SERVICE PROVIDER without the CITY'S prior written approval.
- 3.16. Proprietary and Confidential Information: The SERVICE PROVIDER acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The SERVICE PROVIDER, by submission of materials marked proprietary and confidential, nevertheless acknowledges and

- 3.17. Indemnification: To the extent permitted by law, the SERVICE PROVIDER shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the SERVICE PROVIDERS violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.
- 3.18. Insurance: The SERVICE PROVIDER shall secure and maintain, at all times during the term of this Contract, at its own expense, a policy or policies of insurance known as:
- 3.18.1. **Commercial General Liability** written on an insurance industry standard occurrence form (ISO Form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent SERVICE PROVIDERS liability.
 - 3.18.2. If any vehicle is used in the performance of this Contract, a policy of **Business Automobile Liability** written on an insurance industry standard form (ISO Form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and
 - 3.18.3. If any work under this Contract will be performed by a resident of the state of Arizona, **Worker's Compensation** ("Industrial Insurance") as required by the State of Arizona. The insurance as provided under items 3.19.1 and 3.19.2 above shall be endorsed to include The City of Prescott, its officers, elected officials, employees, agents and volunteers as an **Additional Insured** per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The SERVICE PROVIDERS insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the SERVICE PROVIDERS insurance.
- 3.19. Compliance with Law: The SERVICE PROVIDER, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 3.20. Licenses and Similar Authorizations: The SERVICE PROVIDER, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- 3.21. Taxes: The SERVICE PROVIDER shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the SERVICE PROVIDERS interest in this Contract.
- 3.22. Americans with Disabilities Act: The SERVICE PROVIDER shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the SERVICE PROVIDER is providing services, programs, or activities to City employees or members of the public as part of this Contract, the SERVICE PROVIDER shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
- 3.23. Adjustments: The CITY'S Purchasing Agent at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that SERVICE PROVIDER may accommodate without substantial additional expense to the City.
- 3.24. Amendments: Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless SERVICE PROVIDER is otherwise notified, the CITY'S Purchasing Agent shall be the CITY'S authorized agent.

- 3.25. Assignment: Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except SERVICE PROVIDER may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.
- 3.26. Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 3.27. Waiver: The CITY'S failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the CITY'S waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 3.28. Applicable Law: This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.
- 3.29. Remedies Cumulative: Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 3.30. Severability: Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
- 3.31. Gratuities: The City may, by written notice to the SERVICE PROVIDER, terminate SERVICE PROVIDERS right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the SERVICE PROVIDER or any agent thereof to any City official, officer or employee.
- 3.32. Termination:
 - 3.32.1. For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
 - 3.32.2. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
 - 3.32.3. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the SERVICE PROVIDER shall be paid for all items accepted by the City.
 - 3.32.4. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

4.0 Standard Bid Information

- 4.1. Default by Bidder: In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- 4.2. Cash Discounts: In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies, equipment or services as specified or from the date correct invoices are received in the City Finance Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.
- 4.3. Warranty: Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) vendor. That one vendor shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment. The vendor's

responsibility shall include all warranty involving sub-SERVICE PROVIDERS. The vendor shall supply a warranty on all parts and workmanship from the initial delivery date. The vendor shall guarantee further that the equipment to be supplied complies with all applicable regulations.

- 4.4. Litigation: The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute.
- 4.5. Cooperative Use of Contract: This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

5.0 Instructions for Submittal Forms

- 5.1. Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package
- 5.2. Form B - Price Sheet: Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.
- 5.3. Form C - Bid Certification: Bidder shall complete, sign, and submit Form C
- 5.4. Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.
- 5.5. Form E - Certificate of Ownership: Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.
- 5.6. Form F - Bidder Qualifications, Representations and Warranties: Bidder shall complete and submit Solicitation Form F. Bidder shall provide additional information as required.

6.0 Review of Bid Submittals and SERVICE PROVIDERS

- 6.1 The City reserves the right to inspect any of Bidder's facilities and equipment after the bid due date and time listed in Section 2.2. The Bidder shall make such facilities and equipment available for the CITY'S inspection within eight business hours of the CITY'S request. The City may require additional information concerning a Bidder's facilities, equipment, personnel, and procedures. The Bidder shall supply such information within the time noted in the CITY'S request.
- 6.2 The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement.
- 6.3 In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

**City of Prescott
Solicitation Response**

Form A – Solicitation Response Cover Sheet

Solicitation Number: 09-7205-815-855-8418

Description: Analytical Pricing

Please note all that apply:

- Individual and Group Analyte Pricing..... Pages 20 – 27
- Bid for Sample Return Delivery to Lab (per Trip)..... \$ _____
- Surcharge for Priority Analysis (24 hours) = Cost + _____ % \$ _____
- Surcharge for Priority Analysis (48 hours) = Cost + _____ % \$ _____
- Surcharge for Priority Analysis (72 hours) = Cost + _____ % \$ _____
- Addenda Number(s) Received (if any)..... _____
- Original Forms A through F plus two (2) photocopies

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Contractor Comments: _____

Form B – Price Sheet

Pricing by Analyte:

If an analyte can be tested by more than one method, include in the price list separate line items showing the price and reporting limit. For example: Metals can be analyzed by 200.7, 200.8, and 200.9; Uranium can be analyzed by 200.8 and radiochemistry methods. Any analytes that can be grouped shall have a group price per method. All pricing shall include sample preparation.

DRINKING WATER

Microbiology

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------------------------|--------|------|-------------------------|
| | Total coliform | | | |
| | Colilert | | | |
| | Colisure | | | |
| | Presence-Absence | | | |
| | Heterotrophic Plate Count | | | |
| | Fecal coliform | | | |
| | Viruses | | | |
| | Giardia and Cryptosporidium | | | |

Inorganics

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|---------------------------|--------|------|-------------------------|
| | Alkalinity | | | |
| | Cyanide (total) | | | |
| | Fluoride | | | |
| | Nitrate as N | | | |
| | Nitrate + Nitrite | | | |
| | Nitrite as N | | | |
| | Oxygen, Dissolved | | | |
| | pH | | | |
| | Sulfate | | | |
| | Total Dissolved Solids | | | |
| | Inorganic Chemistry Group | | | |

Ion Chromatography

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|--------------------------|--------|------|-------------------------|
| | Chloride | | | |
| | Fluoride | | | |
| | Nitrate | | | |
| | Nitrite | | | |
| | O-Phosphate | | | |
| | Sulfate | | | |
| | Ion Chromatography Group | | | |

Organic Compounds

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------------------------|--------|------|-------------------------|
| | Alachlor | | | |
| | Aldrin | | | |
| | Benzoa[a]pyrene | | | |
| | Carbon Tetrachloride | | | |
| | Di (2-ethylhexyl) adipate | | | |
| | Di (2-ethylhexyl) phthalate | | | |
| | Endrin | | | |
| | Heptachlor | | | |
| | Heptachlor epoxide | | | |
| | Hexachlorobenzene | | | |
| | Hexachlorocyclopentadiene | | | |
| | Methoxychlor | | | |
| | Dichloromethane | | | |
| | Metolachlor | | | |
| | Metribuzin | | | |
| | Propachlor | | | |
| | Simazine | | | |
| | Organic Compounds Group | | | |

Volatile Organic Compounds

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|---------------------------|--------|------|-------------------------|
| | Vinyl chloride | | | |
| | 1, 1-Dichloroethene | | | |
| | Dichloromethane | | | |
| | trans-1, 2-Dichloroethene | | | |
| | cis-1, 2-Dichloroethylene | | | |
| | Chloroform | | | |
| | 1, 1, 1-Trichloroethane | | | |
| | Carbon tetrachloride | | | |
| | 1, 2-Dichloroethane | | | |
| | Benzene | | | |
| | Trichloroethene | | | |
| | 1, 2-Dichloropropane | | | |
| | Bromodichloromethane | | | |
| | Toluene | | | |
| | 1, 1, 2-Trichloroethane | | | |
| | Tetrachloroethene | | | |
| | Dibromochloromethane | | | |
| | Chlorobenzene | | | |
| | Ethylbenzene | | | |
| | m, p-Xylene | | | |
| | o-Xylene | | | |
| | Styrene | | | |
| | Bromoform | | | |
| | 1, 4-Dichlorobenzene | | | |
| | 1, 2-Dichlorobenzene | | | |
| | 1, 2, 4-Trichlorobenzene | | | |
| | Xylenes (total) | | | |
| | TTHM Group | | | |
| | VOC Group | | | |

Metals

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|------------------------|--------|------|-------------------------|
| | Antimony | | | |
| | Arsenic | | | |
| | Beryllium | | | |
| | Cadmium | | | |
| | Calcium Hardness | | | |
| | Calcium | | | |
| | Chromium | | | |
| | Copper | | | |
| | Lead | | | |
| | Magnesium Hardness | | | |
| | Magnesium | | | |
| | Nickel | | | |
| | Selenium | | | |
| | Sodium | | | |
| | Thallium | | | |
| | Total Hardness | | | |
| | Total Metals Group | | | |
| | Metals by ICP Group | | | |
| | Metals by ICP/MS Group | | | |

Radiochemistry

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-------------------------|--------|------|-------------------------|
| | Gross Alpha | | | |
| | Gross Beta | | | |
| | Radium 226 | | | |
| | Radium 228 | | | |
| | Radon 222 | | | |
| | Total Radium | | | |
| | Cesium | | | |
| | Iodine | | | |
| | Strontium | | | |
| | Tritium | | | |
| | Uranium | | | |
| | Gamma Emitting Isotopes | | | |
| | Radiochemistry Group | | | |

UCMR 2 Assessment Monitoring

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------|--------|------|-------------------------|
| | EPA 527 | | | |
| | EPA 529 | | | |

UCMR 2 Screening survey

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------|--------|------|-------------------------|
| | EPA 521 | | | |
| | EPA 525.2 | | | |
| | EPA 535 | | | |

Haloacetic Acids by Gas Chromatography (GC)

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------------------|--------|------|-------------------------|
| | Monochloroacetic Acid | | | |
| | Dichloroacetic Acid | | | |
| | Trichloroacetic Acid | | | |
| | Monobromoacetic Acid | | | |
| | Dibromoacetic Acid | | | |
| | HAA5 | | | |

Other Drinking Water Methods

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------------------|--------|------|-------------------------|
| | EPA 100.1 Group | | | |
| | EPA 504.1 Group | | | |
| | EPA 515.3 Group | | | |
| | EPA 525.2 Group | | | |
| | EPA 547 Group | | | |
| | EPA 548.1 Group | | | |
| | EPA 549.2 Group | | | |
| | EPA1613 -Tetras | | | |
| | Langelier Index | | | |
| | Pesticides / PCBS-505 | | | |

WASTEWATER

Microbiology

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------------------------|--------|------|-------------------------|
| | Fecal coliform | | | |
| | Multiple Tube Fermentation | | | |
| | Membrane Filter | | | |
| | Total coliform | | | |
| | Multi Tube Fermentation | | | |
| | Membrane Filter | | | |
| | Fecal Streptococcus | | | |
| | Multi Tube Fermentation | | | |
| | Membrane Filter | | | |
| | E-Coli | | | |
| | Viruses | | | |
| | Giardia and Cryptosporidium | | | |
| | Ascaris Lumbricoides | | | |
| | Common Tapeworm | | | |
| | Entamoeba Histolytica | | | |
| | Filamentous Organism ID | | | |

Nitrogen

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|---------------------------------------|--------|------|-------------------------|
| | Nitrogen as NH ₃ (Ammonia) | | | |
| | Nitrogen as NO ₃ (Nitrate) | | | |
| | Nitrogen as NO ₂ (Nitrite) | | | |
| | Nitrogen as N _{org} (TKN) | | | |
| | Nitrogen, Total (calc) | | | |
| | Total Nitrogen Group | | | |

Inorganics

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|--------------------------|--------|------|-------------------------|
| | Alkalinity | | | |
| | Ammonia | | | |
| | Boron | | | |
| | Calcium | | | |
| | Chloride | | | |
| | Fluoride | | | |
| | Nitrate as N | | | |
| | Nitrite as N | | | |
| | Nitrate and Nitrite as N | | | |
| | Potassium | | | |
| | Sodium | | | |
| | Sulfate | | | |
| | Total Dissolved Solids | | | |
| | Inorganic (IOC) Group | | | |

Aggregate Organic Constituents

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|----------------------------|--------|------|-------------------------|
| | Biochemical Oxygen Demand | | | |
| | Chemical Oxygen Demand | | | |
| | Total Organic Carbon | | | |
| | Dissolved Organic Halogen | | | |
| | Aquatic Humic Substances | | | |
| | Oil and Grease | | | |
| | Phenols | | | |
| | Tannin and Lignin | | | |
| | Organic and Volatile Acids | | | |
| | Trihalomethane (Formation) | | | |
| | UV- Absorbing Organics | | | |

Organic Chemicals

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------------------------|--------|------|-------------------------|
| | Alachlor | | | |
| | Aldrin | | | |
| | Benzo[a]pyrene | | | |
| | Carbon Tetrachloride | | | |
| | Dichloromethane | | | |
| | Di (2-ethylhexyl) adipate | | | |
| | Di (2-ethylhexyl) phthalate | | | |
| | Endrin | | | |
| | Heptachlor | | | |
| | Heptachlor epoxide | | | |
| | Hexachlorobenzene | | | |
| | Hexachlorocyclopentadiene | | | |
| | Lindane | | | |
| | Methoxychlor | | | |
| | Metolachlor | | | |
| | Metribuzin | | | |
| | Propachlor | | | |
| | Simazine | | | |
| | Organic Chemicals Group | | | |

Volatile Organic Compounds

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------------------------|--------|------|-------------------------|
| | Benzene | | | |
| | Bromoform | | | |
| | Bromodichloromethane | | | |
| | Carbon Tetrachloride | | | |
| | Chloroform | | | |
| | Dibromochloromethane | | | |
| | o-Dichlorobenzene | | | |
| | para-Dichlorobenzene | | | |
| | 1, 2-Dichloroethane | | | |
| | 1, 1-Dichloroethylene | | | |
| | cis -1, 2- Dichloroethylene | | | |
| | trans-1, 2-Dichloroethylene | | | |
| | Dichloromethane | | | |
| | 1, 2-Dichloropropane | | | |
| | Ethylbenzene | | | |
| | Hexachlorobenzene | | | |
| | Monochlorobenzene | | | |
| | Styrene | | | |
| | Tetrachloroethylene | | | |
| | Tolulene | | | |
| | Trihalomethanes (Total) | | | |
| | 1, 1, 1-Trichloroethane | | | |
| | 1, 2, 4-Trichlorobenzene | | | |
| | 1, 1, 2-Trichloroethane | | | |
| | Trichloroethylene | | | |
| | Vinyl Chloride | | | |
| | Xylenes (Total) | | | |
| | Volatile (VOC) Group | | | |

Other Volatile Organic Compounds

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|---|--------|------|-------------------------|
| | Acrolein, Acrylonitrile and 2 CEVE | | | |
| | Semi-volatile (8270) | | | |
| | Chlorobenzene | | | |
| | Chloroethane | | | |
| | 2-Chloroethyl Vinyl Ether | | | |
| | 1,3-Dichloropropene | | | |
| | Ethylbenzena | | | |
| | Methyl Bromide | | | |
| | Methyl Chloride | | | |
| | Methylene Chloride | | | |
| | 1,1,2,2-Tetrachloroethane | | | |
| | Phenols | | | |
| | Benzidines | | | |
| | Phthalate Esters | | | |
| | Nitrosamines | | | |
| | Organochlorine Pesticides & PCBs (608) | | | |
| | Nitro aromatics and Isophorone | | | |
| | PAH | | | |
| | Halo ethers | | | |
| | Chlorinated Hydrocarbons | | | |
| | 2,3,7,8,TCDD (Dioxin) | | | |
| | 625 Dioxin Screen | | | |
| | Tetra-Octa Chlorinated Dioxins & Furans | | | |
| | Triazine Pesticides | | | |
| | Base/Neutral & Acids (625 or 1625) | | | |
| | Carbamates and Urea Pesticides | | | |
| | TPH | | | |
| | Ethylene Glycol | | | |
| | Organophosphorus Pesticides | | | |

Pesticides

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------------------------|--------|------|-------------------------|
| | Aldrin | | | |
| | Chlordane | | | |
| | DDD | | | |
| | DDE | | | |
| | DDT | | | |
| | Dieldrin | | | |
| | Endosulfan-Beta | | | |
| | Endosulfan sulfate | | | |
| | Endrin | | | |
| | Endrin Aldehyde | | | |
| | Heptachlor | | | |
| | Heptachlor Epoxide | | | |
| | Hexachlorocyclohexane-alfa | | | |
| | Hexachlorocyclohexane-beta | | | |
| | Hexachlorocyclohexane-gamma | | | |
| | PCB-1242 | | | |
| | PCB-1254 | | | |
| | PCB-1221 | | | |
| | PCB-1232 | | | |
| | PCB-1248 | | | |
| | PCB-1260 | | | |
| | PCB-1016 | | | |
| | Toxaphene | | | |

Acid Compounds

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|--------------------------|--------|------|-------------------------|
| | 2-Chlorophenol | | | |
| | 4-Chloro-3-Methyl Phenol | | | |
| | 2,4-Dichlorophenol | | | |
| | 2,4-Dimethylphenol | | | |
| | 2,4-Dinitrophenol | | | |
| | 4,6-Dinitro-o-Phenol | | | |
| | 2-Nitrophenol | | | |
| | 4-Nitrophenol | | | |
| | Phenol | | | |
| | Pentachlorophenol | | | |
| | 2,4,6-Trichlorophenol | | | |
| | Acid Compound Group | | | |

Indicator Major Cations / Anions

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|------------------------|--------|------|-------------------------|
| | Alkalinity | | | |
| | Chloride | | | |
| | Calcium | | | |
| | Iron | | | |
| | Magnesium | | | |
| | Manganese | | | |
| | Potassium | | | |
| | Sodium | | | |
| | Sulfate | | | |
| | Total Dissolved Solids | | | |
| | Total Organic Carbon | | | |
| | Indicator Group | | | |

Metals

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-----------------|--------|------|-------------------------|
| 2 | Aluminum | | | |
| 1,2 | Antimony | | | |
| 1,2 | Arsenic | | | |
| 1,2 | Barium | | | |
| 1,2 | Beryllium | | | |
| | Bismuth | | | |
| | Boron | | | |
| 1,2 | Cadmium | | | |
| | Calcium | | | |
| 1,2 | Chromium | | | |
| 2 | Chromium (III) | | | |
| 2 | Chromium (VI) | | | |
| | Cobalt | | | |
| 2 | Copper | | | |
| 1 | Cyanide (Free) | | | |
| 2 | Cyanide 3 | | | |
| 1 | Fluoride | | | |
| | Gallium | | | |
| | Germanium | | | |
| | Gold | | | |
| | Indium | | | |
| | Iridium | | | |
| | Iron | | | |
| 1,2 | Lead | | | |
| | Lithium | | | |
| | Magnesium | | | |
| | Manganese | | | |
| 1,2 | Mercury | | | |
| 2 | Molybdenum | | | |
| 1,2 | Nickel | | | |
| | Osmium | | | |
| | Palladium | | | |
| | Phenols (total) | | | |
| | Platinum | | | |
| | Potassium | | | |
| | Rhodium | | | |
| | Ruthenium | | | |
| 1,2 | Selenium | | | |
| | Silicon | | | |
| 2 | Silver | | | |
| | Sodium | | | |
| | Strontium | | | |
| | Tellurium | | | |
| 1,2 | Thallium | | | |
| | Thorium | | | |
| | Tin | | | |
| | Titanium | | | |
| 2 | Total Phenols | | | |
| | Uranium | | | |
| | Vanadium | | | |
| | Zinc | | | |
| | Metals Group 1 | | | |
| | Metals Group 2 | | | |

TCLP Metals

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|----------------------|--------|------|-------------------------|
| | TCLP Metals (8 RCRA) | | | |

Biosolids

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|-------------------------|--------|------|-------------------------|
| | Aluminum | | | |
| | Cadmium | | | |
| | Calcium | | | |
| | Chromium | | | |
| | Copper | | | |
| | Iron | | | |
| | Magnesium | | | |
| | Manganese | | | |
| | Mercury | | | |
| | Molybdenum | | | |
| | Nickel | | | |
| | Potassium | | | |
| | Selenium | | | |
| | Sodium | | | |
| | Zinc | | | |
| | Percent Solids | | | |
| | Ammonia-N | | | |
| | Nitrate-N | | | |
| | Nitrite-N | | | |
| | Nitrogen-Total | | | |
| | Phosphorous-Total (P) | | | |
| | Total Kjeldahl Nitrogen | | | |
| | pH | | | |
| | Temperature-Deg C | | | |
| | Nitrogen-Organic | | | |
| | Aroclor 1016 | | | |
| | Aroclor 1221 | | | |
| | Aroclor 1232 | | | |
| | Aroclor 1242 | | | |
| | Aroclor 1248 | | | |
| | Aroclor 1254 | | | |
| | Aroclor 1260 | | | |
| | Biosolids Group | | | |

Ion Chromatography

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|------|--------------------------|--------|------|-------------------------|
| | Chloride | | | |
| | Fluoride | | | |
| | Nitrate | | | |
| | Nitrite | | | |
| | O-Phosphate | | | |
| | Sulfate | | | |
| | Ion Chromatography Group | | | |

MISCELLANEOUS

| Item | Parameter | Method | Cost | Lab Performing Analysis |
|-------------|----------------------|---------------|-------------|--------------------------------|
| | Algae Identification | | | |
| | Flash Point | | | |
| | MIB/Geosmin | | | |
| | NDMA | | | |
| | Endocrine Disruptors | | | |
| | TOX | | | |
| | Sulfides | | | |
| | Sulfate | | | |
| | TOC | | | |
| | Phenolics | | | |
| | Oil and Grease | | | |
| | Bromide | | | |

Form C – Bid Certification

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

C.1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

| Addendum | Issue Date |
|----------|------------|
| _____ | _____ |
| _____ | _____ |

C.2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C.3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B – Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment:
Attachment – SUB-CONTRACT SERVICE PROVIDER LIST

C.4 That the Bidder’s bid is valid for 120 days.

Dated this _____ day of _____ 2009

Signature

Title

Form D – Non-Collusion Certificate

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this _____ day of _____ 2009

Signature

Title

Form E – Certificate of Ownership

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this ____ day of _____ 2009.

Signature

Title

Form F – Bidder Qualifications, Representations and Warranties

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

1. Taxes and Liens – Bidder has no unsatisfied tax or judgment lien on record.
2. SUBSERVICE PROVIDERS – Bidder submits as Attachment #5 to this Bid Form F, a list of all SUBSERVICE PROVIDERS it will use in performing the requirements of the agreement resulting from this solicitation. A SUBSERVICE PROVIDER is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the SUBSERVICE PROVIDER stating its commitment to perform the services(s) subcontracted.
3. References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for three clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Project Description: _____

Reference #2

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Project Description: _____

Reference #3

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Project Description: _____

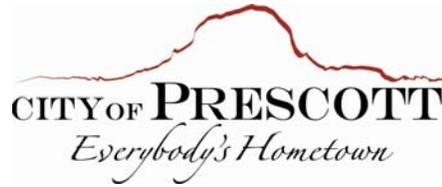
Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

4. Bidder's Examination – Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities, and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2009

Signature

Title



GENERAL SERVICES AGREEMENT

LABORATORY SERVICES

WHEREAS, the City of Prescott (hereinafter referred to as “City”) is in need of certain services; and

WHEREAS, _____ (hereinafter referred to as “Contractor”) has expertise in providing laboratory services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Contractor shall provide the services to the City in relation to laboratory services, as indicated in Exhibit "A" (Request for Bids) and Exhibit "B" (Contractor’s Proposal).
2. In addition to those services identified in Paragraph 1 above, the Contractor shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. Notwithstanding the foregoing, this Agreement may be terminated by both parties upon ten (10) days written notice, with cause or upon completion of services. If this Agreement is terminated, the Contractor shall be paid for services performed to the date of Contractor’s receipt of such termination notice.
4. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Contractor to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.
5. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage or certified mail, at the following addresses:

City of Prescott Public Works
P. O. Box 2059
Prescott, AZ 86302

Firm Name
Address
Address

6. It is expressly agreed and understood by and between the parties that Contractor is an independent contractor, and, as such, Contractor shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Contractor further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Contractor further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege

applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

7. This Agreement is non-assignable by the Contractor.
8. (A)The City shall pay to Contractor a total sum not to exceed _____ dollars and no cents (\$00.00) for all services specified in Sections I and II of this Agreement.

(B)The Contractor shall bill the City the fee due the Contractor, pursuant to this Agreement and Exhibit "B". City shall pay such billings within thirty (30) days of the date of their receipt.

9. This Agreement shall be construed under the laws of the State of Arizona.
10. The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975.
11. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "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 the 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 Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are 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.

12. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

13. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
14. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
15. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
16. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
17. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Public Works Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

(B) Extra work shall be that work not indicated or detailed on the Proposal and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the Public Works Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Public Works Director, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Any change ordered by the Public Works Director which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefore shall be subject to agreement prior to said work being performed.

(E) The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the Public Works Director, which shall be written so as to indicate acceptance on the part of the Consultant as evidenced by his signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Consultant to proceed with the items in question to be reimbursed pursuant to the unit prices in the Consultant proposal.

(F) If the Consultant claims that any instructions involve extra cost under this Contract, he shall give the Public Works Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Consultant shall do such extra work therefore upon receipt of an accepted Supplemental Agreement or other written order of the Public Works Director, and in the absence of such Supplemental Agreement or other written order of the Public Works Director, the Consultant shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Public Works Director to proceed with the work. All Supplemental Agreements must be approved by the Public Works Director. Supplemental Agreements over \$10,000.00 must be approved by City Council.

18. (A) The Consultant shall obtain and maintain in effect during the term of, and until final acceptance of all work under, this Agreement a policy or policies of liability insurance with limits not less than \$1,000,000.00. Liability insurance shall provide the following coverages:
- 1) Commercial General Liability ("explosion, collapse, and underground" and "products/ completed operations" coverage may be excluded);
 - 2) Errors and Omissions (professional malpractice);
 - 3) Automobile Liability.
- (B) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.
- (C) Prior to commencing work under this Agreement, the Consultant shall provide the City with evidence that he/she is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that he/she employs no persons subject to the requirement for such coverage.
19. In the event of a discrepancy between this Agreement and Exhibits "A" and "B", this Agreement shall control over Exhibits "A" and "B" and Exhibit "B" shall control over Exhibit "A".

Dated this _____ day of _____, 2009.

City of Prescott, a municipal corporation

Firm Name

Marlin Kuykendall, Mayor

By: _____
(Print Name and Title)

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke, City Clerk

Gary D. Kidd, City Attorney