

**AGREEMENT FOR
SLUDGE EXCAVATION AND HAULING SERVICES**

City of Glendale Solicitation No. RFP 17-08

This Agreement for sludge excavation and hauling services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and M.P. Environmental Services, Inc., a California corporation, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 20

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 17-08 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

- (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

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

3.5 Work Product.

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

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$716,250.00 for the six (6) year period if all renewal term options are exercised and/or the price is adjusted during any renewal period in accordance with Section 15 (Term) herein, as specifically detailed in **Exhibit B** (the "Compensation").

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

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

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

6. Termination.

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

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

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

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

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

8. **Insurance.**

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

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

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

8.2 Sub-contractors.

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

8.3 Indemnification.

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

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

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

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

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

12.2 Representatives.

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

Mark Allen
c/o MP Environmental Services, Inc.
3045 South 51st Avenue
Phoenix, Arizona 85043
602-278-6233

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

City of Glendale
c/o Anthony Weathersby
7070 West Northern Avenue
Glendale, Arizona 85303
623-930-4108

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

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

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

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

14.2 **Interpretation.**

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

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on a two (2) year basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------|
| Exhibit A | Project |
| Exhibit B | Compensation |

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

M.P. Environmental Services, Inc.,
a California corporation



By: Mark Allen
Its: Account Executive

EXHIBIT A
SLUDGE EXCAVATION AND HAULING SERVICES

RFP 17-08

PROJECT

The Contractor will provide removal and transport of dried material (sludge) from lagoons located at two water treatment plants (WTP). All work shall be completed under the direction and satisfaction of the Water Services Department.

Oasis WTP, located at 7070 West Norther Avenue, Glendale, Arizona, has four (4) lagoons; each lagoon generates approximately 200 tons of sludge.

Pyramid Peak Water Treatment Plant, located at 28101 North 63rd Avenue, Phoenix Arizona, has six (6) lagoons; each lagoon generates approximately 340 tons of sludge.

The Contractor shall transport the dried sludge to a pre-approved landfill in compliance with any and all state and federal regulations.

The Contractor shall deliver one quarter (1/4) minus red decomposed granite on an as needed basis.



EXHIBIT A
CITY OF GLENDALE
MATERIALS MANAGEMENT
REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 17-08

DESCRIPTION: SLUDGE EXCAVATION AND HAULING SERVICES

PUBLISHED DATE: SEPTEMBER 15, 2016

OFFER DUE DATE AND TIME: OCTOBER 12, 2016 AT 2:00 P.M. LOCAL TIME

PRE-OFFER CONFERENCE: WEDNESDAY, SEPTEMBER 28, 2016 AT 8:00 A.M.
Meeting will be held at the Pyramid Peak Water Treatment Plant located at 28101 North 63rd Avenue, Phoenix, Arizona 85083. Site visits will follow the meeting. Attendance is recommended.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

The City of Glendale is closed in honor of Columbus Day, October 10, 2016.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See **Paragraph 2.3** for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger
Contract Analyst
(623) 930-2865
CClevenger@Glendaleaz.com



Solicitation Number: RFP 17-08
SLUDGE EXCAVATION AND HAULING
SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

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Solicitation Number: RFP 17-08
SLUDGE EXCAVATION AND HAULING
SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1.0 SPECIFICATIONS

1.1 INTRODUCTION

The City of Glendale (City), is requesting proposals from qualified contractors for the removal and transport of dried material (sludge) from lagoons located at two (2) water treatment plants. All work specified shall be completed under the direction and satisfaction of the Water Services Department.

1.2 The Oasis Water Treatment Plant (Oasis WTP) is located at 7070 West Northern Avenue, Glendale, Arizona 85303.

1.2.1.1 Oasis WTP has four (4) lagoons;

1.2.1.2 Each lagoon generates approximately 200 tons of sludge five (5) times a year;

1.2.1.3 Typical volume of dried sludge excavated from one lagoon is three hundred (300) to four hundred and fifty (450) cubic yards. The weight of the sludge will vary based on the moisture content.

1.3 The Pyramid Peak Water Treatment Plant (Pyramid Peak WTP) is located at 28101 North 63rd Avenue, Phoenix, Arizona 85083.

1.3.1.1 Pyramid Peak WTP has six (6) lagoons;

1.3.1.2 Each lagoon generates approximately 340 tons of sludge eight (8) times a year;

1.3.1.3 Typical volume of dried sludge excavated from one lagoon is four hundred (400) to six hundred (600) cubic yards. The weight of the sludge will vary based on the moisture content.

1.4 Contractor may elect to transport the dried sludge to the City Landfill located at 11480 West Glendale Avenue, Glendale, Arizona 85307 or to any other pre-approved facility.

1.5 BACKGROUND

1.5.1 Generally there is between four (4) inches to six (6) inches of *overlay material, i.e., red one quarter [1/4] minus decomposed granite*, on top of the lagoon bed. When the average depth of the overlay material gets below four (4) inches the City will add some to the lagoon. The City may request that the Contractor purchase and deliver the overlay material to the Pyramid Peak WTP. City personnel will use the City owned articulating Kubota tractor to spread the overlay material in the lagoon bed.

1.5.2 There are three (3) lagoons that utilize the overlay material. There are three (3) new lagoons that do not utilize the red 1/4 minus media. The three new lagoons have a concrete bottom and will not require any further action after the Contractor's excavation services.

1.5.3 The Oasis WTP lagoons are lined with concrete.

1.6 SCOPE OF WORK

1.6.1 The Contractor shall submit a work plan for the sludge excavation and hauling services, including a description of the process and the equipment to be utilized;



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SLUDGE EXCAVATION AND HAULING SERVICES

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- 1.6.2** The Contractor shall have at least three (3) years' experience performing water treatment plant sludge excavation and hauling services;
- 1.6.3** The Contractor shall have all licenses and permits required by local, State and Federal agencies to perform the sludge excavation and hauling services. Truck drivers, trucks, equipment operators and equipment shall all be licensed in accordance with all applicable laws and regulations;
- 1.6.4** The Contractor shall have the proper truck(s) and equipment to perform the required work, including a four-wheel, rubber tire, front-end loader. The Front-end loader shall be capable of excavating the sludge from the lagoons and loading sludge into the truck(s) used for transporting the sludge to the City Landfill;
- 1.6.5** The Contractor shall not provide excavation and hauling services until the Contractor has received the approval of the City's Water Treatment Plant Superintendent, or the WTP Superintendent's designee;
- 1.6.6** The Contractor shall be responsible for estimating quantities of sludge;
- 1.6.7** The Contractor shall provide excavation and sludge hauling services at the Pyramid Peak WTP during the following hours:
Monday through Friday: 7:00 AM to 5:00 PM
No provision of services on City holidays
- 1.6.8** The Contractor shall provide excavation and sludge hauling services at the Oasis WTP during the following hours:
Monday through Friday: 7:00 AM to 3:00 PM
No provision of services on City holidays
- 1.6.9** The Contractor shall complete the sludge excavation and hauling services within four (4) business days after starting the excavation, unless the City determines the Contractor has been delayed by weather conditions;
- 1.6.10** The City may request that the Contractor purchase and have delivered to the Pyramid Peak WTP 1/4 minus red decomposed granite when the Contractor removes too much of the overlay material during the excavation process. The overlay material shall be delivered to a location at the Pyramid Peak WTP approved by the WTP Superintendent or his designee;
- 1.6.11** The Contractor's hauling truck(s) are not allowed to enter any of the lagoons. Only the Contractor's front-end loader may be permitted in the lagoon and the Contractor's truck(s) shall remain outside the lagoons while being loaded;
- 1.6.12** The Contractor shall be responsible for any and all loads leaving the Pyramid Peak WTP/Oasis WTP and any spillage or leakage of sludge or sludge liquid;
- 1.6.13** The Contractor shall be responsible for any and all cleanup, repairs or replacement of property that is required due to any spillage or leakage of sludge or sludge liquid from one of the Contractor's trucks;



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1.6.14 The Contractor is responsible for all loads delivered to the City Landfill by the Contractor, including the Contractor's loads rejected by the City Landfill. The City shall not be charged any additional costs for loads rejected by the City Landfill; and

1.6.15 The Contractor shall not charge the City any additional costs or fees for weather related delays or delays due to additional time required to dry the sludge once the Contractor has begun the excavation process.

1.7 CITY LANDFILL GUIDELINES if selected

1.7.1 In the event that the City of Glendale landfill is selected by the contractor as the sludge disposal site, the contractor shall obtain a "Landfill Authorization Form" from the applicable facility for each individual dump truck of sludge extracted and disposed of in the city landfill;

1.7.2 The City's Landfill hours of operation are as follows:
Monday through Friday: 7:00 AM to 4:30 PM
Saturdays: 7:00 AM to 3:00 PM
No deliveries on City holidays

1.7.3 The Contractor shall **not** use belly-dump and or semi-trucks to deliver sludge to the City's Landfill;

1.7.4 The Contractor shall dump the sludge where the Contractor has been directed to do so by the City Landfill staff and nowhere else in the Landfill;

1.7.5 The Contractor shall not deliver loads with free liquid. City Landfill staff may reject loads with free liquid; and

1.7.6 The Contractor shall ensure that the sludge hauled to the City's Landfill is able to pass the paint filter test.

1.8 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

1.8.1 The Contractor shall follow Occupational Safety and Health Administration (OSHA) standards during the provision of all contract services and all of the City of Glendale's safety policies;

1.8.2 The Contractor shall possess all required Federal, State and local licenses, registrations and certifications at the time of submitting the proposal in response to this solicitation; and

1.8.3 The Contractor's materials, techniques and processes shall comply with all Federal, State, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply shall be grounds for non-payment and immediate termination of contract.

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1.9 WATER SERVICES CONTACTS

NAME	TITLE	PHONE	EMAIL
Anita Lutringer	Oasis WTP Supervisor	480-620-3623	ALutringer@Glendaleaz.com
Todd Hellman	Pyramid Peak WTP Supervisor	623-640-1113	THellman@Glendaleaz.com

1.10 BILLING REQUIREMENTS

1.10.1 The contractor shall provide invoicing in the following manner:

- A chain of custody form or manifest for each load to Glendale’s landfill
- A weight ticket for each load from the landfill weigh station
- City staff signing for each load leaving the site to the landfill
- A summery invoice for each job/lagoon including all of the above

1.10.2 Invoices must be neat and legible;

1.10.3 The documents must be dated and signed (print full name) by the City employee;

1.10.4 Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections;

1.10.5 The Contractor shall bill the City on a monthly basis for work performed in that billing cycle. Invoices shall be submitted in a timely manner.

1.10.6 The Contractor shall submit individual invoices for the Oasis WTP and Pyramid Peak WTP to the following contacts:

Oasis Water Treatment Plant
Attn: Anita Lutringer
7070 West Northern Avenue
Glendale, AZ 85303
ALutringer@Glendaleaz.com

Pyramid Peak Water Treatment Plant
Attn: Todd Hellman
28101 North 63rd Avenue
Phoenix, Arizona 85083
THellman@Glendaleaz.com

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2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as “Copies”. The offeror shall submit a complete Proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 17-08 – ‘Original - Name of Offeror.’” (For example: RFP 17-08 – Original - ABC Company.)

The Proposal shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). The Proposal should be divided by tab sections according to items listed in the **Preparation of Proposal Package Instructions section 2.2**. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.” Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2.2 PREPARATION OF PROPOSAL PACKAGE The following sections shall be completed as outlined in section 2.3 SUBMISSION REQUIREMENTS. Failure to include all the items may result in an offer being rejected.

- **COVER SHEET, Firm’s name, address, solicitation number and title**
- **OFFER SHEET, Section 4.0**
- **PRICE SHEET, Section 5.0**
- **ADDENDUM, Return all addenda if applicable**
- **SUBMISSION REQUIREMENTS, Section 2.3**

2.3 SUBMISSION REQUIREMENTS Offeror will provide written, narrative response for each item requested within the criteria below. When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror, at a minimum, must submit the following information:

2.3.1 EXPERIENCE AND QUALIFICATIONS

Offeror’s proposal should include a Company profile that:

- 2.3.1.1 Provides the company history including number of years in business;
- 2.3.1.2 Provides a brief description of company’s qualifications and experience providing similar services as described herein;
- 2.3.1.3 Describes your firm’s resources, including personnel and equipment that shall be used to provide the required services.; and
- 2.3.1.4 Description of the sludge hauling truck to be used:
 - Manufacturer
 - Model



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- Sludge Hauling Capacity (cubic yards and tons)

2.3.2 REFERENCES Provides references from a minimum of three (3) current or past clients with similar services within the last twelve months. References shall include:

- Name of company;
- Contact person, position, telephone number and email address; and
- Brief description of services provided and any major differences to this solicitation.

2.3.3 WORK PLAN Provide a detailed preliminary work plan that describes the offeror's understanding of required services and the offeror's approach for the provision of the required services.

2.3.4 COST The respondent must completely fill out the Price Sheet, Section 5.0.

Pricing shall include all labor, overhead tools and equipment used, profit, and any taxes that may be levied.

2.4 EVALUATION CRITERIA The evaluation criteria are weighted in accordance with the Submission Requirements, Section 2.3 as follows:

2.4.1	Experience and Qualifications	30%
2.4.2	Work Plan	25%
2.4.3	References	15%
2.4.4	Cost	30%

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

2.6 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.7 SITE INSPECTION Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

2.8 INQUIRIES Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask



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questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

- 2.9 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.10 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.11 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.12 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.13 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.13.1** Determine in greater detail such Offeror's qualifications, and
 - 2.13.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.13.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;



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- 2.13.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.14 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.15 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.16 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.17 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.18 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will **not** be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.19 COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).
- 2.20 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be **no** contact concerning this RFP from Offerors submitting a



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Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

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

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

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

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



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3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be two (2) years upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional four (4) years. Optional renewal of the contract shall be every two years after the initial term of the contract. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 3.5.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.2 Professional Liability (Errors and Omissions):** Insurance coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.
- | | |
|------------------|-------------|
| Per Claim | \$1,000,000 |
| Policy Aggregate | \$2,000,000 |
- 3.5.3 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.



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3.5.4 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



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3.6 INDEMNIFICATION CLAUSE To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.7 CONFLICT OF INTEREST Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

3.8 ESTIMATED QUANTITIES The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated



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funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City.

For a list of SAVE members, click on the following link:

<http://www.maricopa.gov/procurement/Pubdocuments/SAVE-members.pdf>

- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

- 3.12 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

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The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.13 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

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

3.14 ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

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



Work Plan

MP Environmental work plan includes

- Deliver front-load excavator equipment within 5 days of request from the City of Glendale.
- Safety meeting with truck drivers and equipment personnel
- Excavate sludge material from drying lagoons utilizing a 4 wheel, rubber tire, front-end loader. The material will be loaded into Semi truck with end dump trailers outside of the lagoons. The material will then be transported to the City of Glendale landfill or Waste Management's Northwest Regional Landfill located at 19401 W. Deer Valley Rd. Surprise, AZ upon approval.

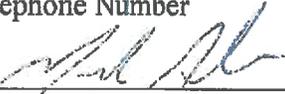
Complete removal of sludge material and equipment in 2 to 4 days of delivery of equipment depending on volume of material.

Submit Individual Monthly Invoices for Oasis and Pyramid Peak WTP
Invoices will include a summary invoice for each job/lagoon, signed manifests and weight tickets

	Solicitation Number: RFP 17-08 SLUDGE EXCAVATION AND HAULING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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4.0 OFFER SHEET

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

 _____ Authorized Signature	_____ MP Environmental Services, Inc. Company's Legal Name
_____ Mark Allen Printed Name	_____ 3045 S. 51st Ave. Address
_____ Account Executive Title	_____ Phoenix, AZ 85043 City, State & Zip Code
_____ 602-278-6233 Telephone Number	_____ 602-278-2884 FAX Number
 _____ Authorized Signature	_____ 10/07/2016 Date
_____ mallen@mpenviro.com Email Address	

For questions regarding this offer: (If different from above)

_____ Craig L. Miller Contact Name	_____ 602-278-6233 Ext-102 Phone Number	_____ 602-278-2884 Fax Number
_____ cmiller@mpenviro.com Email Address		

FEDERAL TAXPAYER ID NUMBER: 77-0262888

Arizona Sales Tax No. 07407113-K Tax Rate _____

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

Solicitation Number: RFP 17-08 Addendum #1 Page 1 of 2

Solicitation Due Date: October 12, 2016, 2:00 p.m. (Local Time)

RFP 17-08

SLUDGE EXCAVATION AND HAULING SERVICES

As a result of the pre-offer conference held on Wednesday, September 28, 2016, the following revisions have been made to Request for Proposals No. 17-08:

1.6 SCOPE OF WORK:

DELETE:

~~1.6.14 The Contractor is responsible for all loads delivered to the City Landfill by the Contractor, including the Contractor's loads rejected by the City Landfill. The City shall not be charged any additional costs for loads rejected by the City Landfill; and~~

1.7 CITY LANDFILL GUIDELINES:

Change to:

1.7.2 The City's Landfill hours of operation are as follows:

Monday through Friday: ~~7:00~~ **7:30** AM to 4:30 PM

1.7.3 The Contractor shall ~~not use belly dump and or semi trucks~~ **Tipping Trucks (tippers)** to deliver sludge to the City's Landfill;

1.7.5 The Contractor shall not deliver loads with free liquid. City Landfill staff ~~may~~ **will** reject loads with free liquid; and

ADD: 1.7.6 City Landfill internal rate is \$20 per ton (gate rate is \$32.25 per ton)

1.7.6.1 Contractor does not pay dump fees at the City of Glendale Landfill for sludge brought in from Pyramid Peak and Oasis WTP's.

1.7.6.2 Maximum rate per ton reimbursement to Contractor for dump fees at any other pre-approved landfill facility will be \$20 per ton

QUESTIONS AND CLARIFICATIONS:

1) Is there a sample sludge analysis report available to provide to an alternate landfill facility?

A: Yes, a current annual report is attached PDF;



6072122
Sample2COC Rev FIP

2) When hauling services are requested by Pyramid Peak and Oasis WTP's, contractor's equipment may be left onsite overnight; and

3) Can sub-contractors be used?

A: Yes, Sub-Contractor form is added below.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the addendum with the proposal submittal.

Name of Company: MP Environmental Services, Inc.

Address: 3045 S. 51st Ave., Phoenix, AZ 85043

Authorized Signature:

Print Name and Title: Mark Allen / Account Executive

EXHIBIT B
SLUDGE EXCAVATION AND HAULING SERVICES
RFP 17-08
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5 Billings and Payment of the Agreement. The amount of compensation for the excavation and removal of sludge services rendered is provided on the City of Glendale Price Sheet for RFP 17-8, which is attached to this Exhibit B.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$716,250.00 for the entire potential six (6) year term of this Agreement. Annual compensation may only be increase if a renewal term option is exercised and the price is adjusted during that renewal period and the increase does not cause the parties to exceed the not-to-exceed limitation.

DETAILED PROJECT COMPENSATION

The Contractor shall submit invoices monthly detailing billing for the preceding month. Payment will be reviewed and approved by the contract administrator or his/her designee. The itemized fees shall not exceed the annual fee of \$119,375.00 as contained in the attached Price Sheet, unless the parties agree to a price adjustment as provided in Section 15 (Term) herein. The quantities listed on the Price Sheet are an estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this Agreement.

Oasis - unit price per lagoon sludge removal and transport fee is \$2,550.00

Pyramid Peak - unit price per lagoon sludge removal fee and transport fee is \$3,600.00.

Maximum reimbursement rate to Contractor for dump fees at a pre-approved landfill other than the City's landfill facility will be \$20.00 per ton.

Granite price for fifty (50) ton shipment: \$1,187.50

Granite price for one hundred (100) ton shipment: \$2,375.00

	Solicitation Number: RFP 17-08 SLUDGE EXCAVATION AND HAULING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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5.0 PRICE SHEET

5.1 PROPOSAL FEE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

5.2 SLUDGE REMOVAL SERVICES						
Item No.	Quantity (A)	Units	Description	Unit Price (B)	Frequency (C)	Extended Amount (A x B x C)
5.2.1	4	Lagoons	OASIS WTP	\$ <u>2,550.00</u>	5	\$ <u>51,000.00</u>
5.2.2	6	Lagoons	PYRAMID PEAK WTP	\$ <u>3,600.00</u>	8	\$ <u>172,800.00</u>
TOTAL						\$ <u>223,800.00</u>

5.3 PRICING FOR ONE QUARTER (1/4) MINUS RED DECOMPOSED GRANITE:

Pricing below for Option 1 and Option 2 includes all delivery charges.

5.3.1 OPTION 1 – FIFTY (50) TON SHIPMENTS: \$ 1,187.50

5.3.2 OPTION 2 – ONE HUNDRED (100) TON SHIPMENTS: \$ 2,375.00

ALL PRICING PROVIDED ABOVE INCLUDES ALL APPLICABLE TAXES TO BE CHARGED TO THE CITY BY THE CONTRACTOR.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO

If your answer is NO, please state terms offered: Net 30

OFFEROR NAME: MP Environmental Services, Inc.

