

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Water & Energy Systems Technology, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On July 15, 2016, under the S.A.V.E. Cooperative purchasing Agreement, Pima County entered into a contract with Contractor to purchase the goods and services described in the Water Treatment Chemicals and Supervisory Services Contract No. 17000000000000000009 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was July 15, 2016, until the date the contract expires on July 14, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond July 14, 2021. The initial period of this Agreement, therefore, is the

period from the Effective Date of this Agreement until July 14, 2017. The City Manager or designee, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on July 14, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred thousand dollars (\$200,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. No Boycott of Israel. 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.

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

City of Glendale  
c/o Vern Baker, Superintendent  
6210 West Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
623-930-2679

and

Water & Energy Systems Technology, Inc.  
c/o Larry Woods, Director  
PO Box 20608  
Mesa, AZ 85277-0608  
480-962-4761

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

“City”

City of Glendale, an Arizona  
municipal corporation

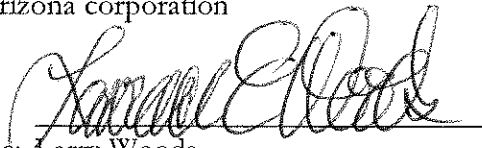
By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

Water & Energy Systems Technology, Inc.,  
an Arizona corporation

By:

  
\_\_\_\_\_  
Name: Larry Woods  
Title: Director

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

**EXHIBIT A  
WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES**



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1700000000000000009

MA Version: 1

Page: 1

Description: Water Treatment Chemicals and Supervisory Services

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Pima County Procurement Department  
130 W. Congress St. 3rd Fl  
Tucson AZ 85701

Issued By: ANA WILBER  
Phone: 5207248166  
Email: ana.wilber@pima.gov

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Initiation Date: 07-15-2016

Expiration Date: 07-14-2017

NTE Amount: \$57,000.00

Used Amount: \$0.00

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WATER & ENERGY SYSTEMS TECHNOL

PO BOX 20608

MESA AZ 85277-0608

Contact: SALES DEPT

Phone: 480-962-4761

Email: westinc@excite.com

Terms: 2.0000 %

Days: 10

Shipping Method: Vendor Method  
Delivery Type: STANDARD GROUND  
FOB: FOB Dest, Freight Allowed

### Modification Reason

Award of contract for an initial term of one (1) year in the annual award of \$57,000 with four (4) one-year renewal options. Attachment: Offer Agreement.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 17000000000000000009

MA Version: 1

Page: 2

Line	Description					
1	Free Form Line Item					
	Service Contract Amt		Service From	Service To		
	\$0.00					
2	Downtown Central Plant Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12250			
3	Downtown Central Plant Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$950			
4	Legal Services Building Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1450			
5	Legal Services Building Annual Cost of Services Each Loc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1000			
6	Public Works Building Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$800			
7	Public Works Building Annual Cost of Services Each Loc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$825			
8	Building 97 Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1200			
9	Building 97 Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$225			
10	Public Service Building Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$900			
11	Public Svc Building Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$200			
12	Joel Valdez Main Library Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1500			
13	Joel Valdez Main Library Annual Cost of Services Each Loc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$810			
14	Bank of America Bldg Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1450			
15	Bank of America Bldg Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1000			
16	Admin West Bldg Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
17	Admin West Bldg Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
18	Bldg 200 N Stone Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
19	Bldg 200 N Stone Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
20	Juvenile Crt Central Plant Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4976			
21	Juvenile Crt Central Plant Annual Cost of Services Each Loc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1200			
22	Sheriff Admin Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			



# MASTER AGREEMENT DETAILS

Master Agreement No: 17000000000000000009

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Line	Description					
23	Sheriff Admin Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
24	Adult Probation Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$500			
25	Adult Probation Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$220			
26	Kino Service Center Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
27	Kino Service Center Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
28	Herbert K Adams Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1250			
29	Herbert K Adams Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$925			
30	Forensic Science Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
31	Forensic Science Center Annual Cost of Services Each Loc					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
32	Green Valley Library Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
33	Green Valley Library Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
34	Parks and Recreation Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1500			
35	Parks and Recreation Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$250			
36	PECOC Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$310			
37	PECOC Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$200			
38	ROMP Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1200			
39	ROMP Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$450			
40	El Banco Building Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
41	El Banco Building Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
42	Catalina Library Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
43	Catalina Library Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
44	East Unit Silverlake Annual Cost of Chemicals Used					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$450			



# MASTER AGREEMENT DETAILS

Master Agreement No: 17000000000000000009

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Line	Description					
45	East Unit Silverlake Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$110			
46	Main Jail Facility Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
47	Main Jail Facility Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65			
48	Main Jail Annex Air Cooled					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
50	Main Jail Annex Annual Cost of Services Each Location					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$250			
51	Regular Hourly Rate All Work Done 7:30AM-5:30PM M-F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$40			
52	Overtime Wknd Holiday All Work before/after 7:30AM-5:30PM M-F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$60			
53	Corrosion Scale Inhibitor C392 30 Gal Drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DM	\$364.5			
54	Non Oxidizing Biocide BC355 55 Gal Drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DM	\$1856.25			
55	Bleach C126 30 Gal Drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DM	\$105			
56	Sulfite B503 30 Gal Drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DM	\$243			
57	Phosphate B206 30 Gal Drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DM	\$324			
58	Caustic 20% 5 Gal Bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BKT	\$12.5			
59	Amine B400 5 Gal Bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BKT	\$64.5			
60	Closed Loop Inhibitor Hot and Cold C456 30 Gal Drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DM	\$364.5			
61	Chlorine Tablets 5 Gal Drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DM	\$128.75			
62	Tolytriazole Reagent					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$38			
63	Phosver III Reagent					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24			
64	Silica Kit Reagent 1 2 3					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$70			
65	EDTA Titrant 1 Gal Bottle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BTL	\$35			
66	Conductivity Standard Quant					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25			
67	N/50 Sulfuric Acid 1 Gal Bottle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BTL	\$25			





# MASTER AGREEMENT DETAILS

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Line	Description					
69	Potassium Iodate 1 Gal Bottle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	BTL	\$35			
70	Sodium Hydroxide Quart					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26			
71	Starch Indicator Quart					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26			
72	TDS Neutralizing Solution Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26			
73	PH7 Buffer Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10			
74	PH4 Buffer Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10			
75	Magnesium Anodes					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$35			
76	Water Testing Kits Palin Test					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	KIT	\$49			
77	PH Conductivity Meter Tph1					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$830			

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (1 of 8 pages)****1. INTENT:**

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of water treatment chemicals and supervisory services as County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. It is the intent of the County to award to one vendor for all items listed. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Contractor will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract. Contractor has been in the business of providing these materials and services for a minimum of three consecutive years including the current year.

**CHECKLIST FOR MINIMUM QUALIFICATIONS - MARK RESPONSE** (Failure to mark answer may result in the offer being deemed non-responsive).

This contractor certifies they are competent, willing and responsible for providing the products in accordance with all requirements of the solicitation and this Offer Agreement.

*Law* ☒ Yes ☐ No

Contractor has been in the business of providing these materials and services for a minimum of three consecutive years including the current year to customers with thermal storage chilled water systems similar in complexity and size to Pima County system.

*Law* ☒ Yes ☐ No

Contractor currently possesses all required licenses and certifications to meet the requirements of this solicitation. Contractor shall continuously maintain said licenses and certifications for the term of the contract.

*Law* ☒ Yes ☐ No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Any brand names, models or numbers used in the specifications are for the purpose of describing and/or establishing the level of quality, equivalent performance and dimensional specifications required. Any such reference is not intended to limit or restrict any offer. Any offer, which proposes like quality, design or performance, will be considered. Pima County will have final determination on equivalency. If alternate product name is not listed it will designate that vendor is bidding per specifications, no alternate.

**SEE EXHIBIT A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES – SCOPE OF WORK**

### Article 3 Contractor Minimum Qualifications

- A) Water and Energy Systems Technology, Inc is an Arizona corporation registered with the Secretary of State in September 1983. The business services are those of supplying chemicals and technical services in the treatment of industrial waters in such a manner as to prevent scale and corrosion in all cooling and heating units and equipment.
- B) Water and Energy Systems Technology is licensed to do business on the City of Tucson Certificate 3006966.
- C) Quality achievement of these principles was identified by the Malcom Baldrige National Quality Award August 21, 1992.
- D) Certificate of registration of ISO 9001:2000 will be included in this proposal: "Provider of water treatment including corrosion scale inhibition and water conservation".
- E) Successful use of Tucson "Reclaim Water" in cooling towers at the University of Arizona for over two years with no down time due to "Reclaim Water" use.
- F) Recognition by AT&T significant water savings by recycling cooling tower blowdown Sustainability Award.
- G) Recognition by the National Trade Organization Association of Water Technologies as a "Leader in the water treatment industries"

### Checklist for Minimum Qualifications

Water and Energy Systems Technology certifies they are competent, willing and reasonable for providing the products in accordance with all requirements of the solicitation and this Offer Agreement.

☒ Yes ☐ No

Water and Energy Systems Technology has been in the business of providing these materials and services for a minimum of three consecutive years including the current year to customers with thermal storage chilled water systems similar in complexity and size to Pima County system.

☒ Yes ☐ No

Water and Energy Systems Technology currently possesses all required licenses and certifications to meet the requirements of this solicitation. Water and Energy Systems Technology shall continuously maintain said licenses and certifications for the term of the contract.

☒ Yes ☐ No

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (2 of 8 pages)**

In the event items are required that are not listed, they may be ordered at a mutually agreed upon price. The mutually agreed upon unit price shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the Instructions to Bidders, Standard Terms and Conditions and Offer Agreement.

Contractor should include what "green" programs they have implemented per *BOS Resolution 2007-84*. The following are examples from Specifications for *BOS Resolution 2007-84* and Vendor should include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

Other areas of conservation should include:

- Contractor should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Contractor shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Contractor should use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Contractor should provide to the consumer as many environmentally preferable products as possible.
- Contractor should modify business practices to decrease air, water and ground pollution.
- Contractor should modify business practices to conserve energy and water use,
- Contractor/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

**Requirements for Contractor's and Sub Contractors to do business on Wastewater Reclamation Facilities:**

- All Contractor and subcontractor's personnel must attend a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact to schedule safety briefing.
- Contractor's personnel are required to sign in with the Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the County employee designated as the Point of Contact.
- RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or passport.
- Contractor must wear an ID pass at all times while on plant site, and return ID pass upon leaving the facility to Plant Site Administration Office.
- Upon leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window is acceptable. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- Contractor's personnel shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- Upon daily completion of the work performed by the contractor, the contractor shall remove all construction debris from the site and leave the area as found. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc. shall be removed or safely stored.
- The County is not responsible for theft or damage to Contractor's property.
- All possible safety hazards to workers or the public shall be corrected immediately. Work site shall be left in a safe condition at the end of each workday.
- Contractor must provide all their own personnel, materials, tools and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- Contractor must have OSHA compliant lock-out/tag-out and confined space programs and adhere to procedures at all times.
- Contractor shall be responsible for the safety of their employees at all times.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (3 of 8 pages)**

- All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. This will include any leakage or deposits left by contractor's vehicles.

Vendor shall be responsible for the safety of their employees at all times.

All unit pricing shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation. Transportation costs shall be included in the unit price. Unit price shall include travel time or miles within a one hundred and fifty (150) mile radius of downtown Tucson (130 W. Congress). Travel time, fuel surcharges, trip charges and other fees will NOT be paid as a separate line item regardless of where the vendor's business location or employees' starting location is at the time work is required.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO) or Delivery Order Maximo (DOM).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the date of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (4 of 8 pages)**

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days.

Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 2 % if payment tendered within 10 Days as above.

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed* ("F.O.B. Destination"), delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**UNIT PRICES (Net 30 day Payment Terms)**

**SEE EXHIBIT B: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES UNIT PRICING SPREADSHEET****OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (5 of 8 pages)**

For those items not specifically listed and priced above that may be provided within the defined scope of this contract, Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify web site address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)

**8. DELIVERY:**

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

This is a County wide contract and various departments may use any resulting contract.

**Main Contact:**

**Pima County Facilities Management    Attention: Ralph Kestler    150 W. Congress    Tucson AZ, 85701**

Supplier guarantees delivery of product or service in **less than two (2) calendar days after issue date of order**. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

**9. TAXES, FEES, EXPENSES:**

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 216668 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (6 of 8 pages)**

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

**Workers' Compensation and Employers' Liability** - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

**Note:** The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when soliciting work from licensed professionals. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability Insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

**Examples of Profession Services requiring E&O insurance:** Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying Services.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured Endorsement:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation Endorsement:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance Endorsement:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary for this written agreement and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

**Insurance provided by the Contractor** shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

**All certificates and endorsements**, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

**All certificates** required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Notice of Cancellation:**



For each insurance policy required by the insurance provisions of this contract, Contractor's insurance shall not be permitted to expire, be suspended or canceled without thirty (30) days prior written notice to Pima County. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (7 of 8 pages)**

**Approval and Modifications:**

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**12. PERFORMANCE BOND:**

NO PERFORMANCE BOND REQUIRED.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
NONE					

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes ☐ No ☒ (Select one)

If 'Yes', have you included your certification document? Yes ☐ No ☐ (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

**(REMAINDER OF THIS PAGE LEFT BLANK)**

OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (8 of 8 pages)**15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: Water & Energy Systems Technology, Inc.BUSINESS ALSO KNOWN AS: WEST Inc.MAILING ADDRESS: P.O. Box 20608CITY/STATE/ZIP: Mesa, Arizona 85277-0608REMIT TO ADDRESS: Same

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: Lawrence E. Woods/DirectorPHONE: 480-962-4761FAX: 480-830-5471CONTACT PERSON EMAIL ADDRESS: westinc@excite.com

EMAIL ADDRESS TO WHICH ORDERS &amp; CONTRACTS SHALL BE TRANSMITTED:

westinc@excite.com**CORPORATE HEADQUARTERS LOCATION:**4956 E. Ingram Street Mesa, Arizona 85205

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: George A. WoodsDATE: June 14, 2016George A. Woods Senior Vice President

PRINTED NAME &amp; TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 480-962-4761 westinc@excite.comEND OF OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (8 pages)



**PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)**

**Solicitation Number: 216668 Title: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES**

**DUE IN AND OPENS: JUNE 16, 2016 AT OR BEFORE 1:30 P.M. LOCAL ARIZONA TIME (MST)**

<b><u>Submit Bid to:</u></b>	<b><u>Pre-Bid Conference: JUNE 2, 2016 AT 3:00 P.M. LOCAL ARIZONA TIME (MST)</u></b>
Pima County Procurement Department	Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist	130 West Congress, 3rd Floor
Tucson, Arizona 85701	Tucson, Arizona 85701

**SOLICITATION:** Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

**GENERAL DESCRIPTION:** To provide various Pima County Departments with water treatment chemicals and supervisory services in the estimated annual amount of \$80,000.00, per specifications defined herein. SBE preferences will apply.

You may download a full copy of this solicitation at [www.pima.gov/procure/ifbrfp.htm](http://www.pima.gov/procure/ifbrfp.htm) by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for ninety (90) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Hazel D. Houston. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

**Fax:** (520) 791-6507    **email:** [hazel.houston@pima.gov](mailto:hazel.houston@pima.gov)

**USPO Mail to the following address:**

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

**VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.**

Hazel D. Houston  
Commodity/Contracts Officer

**Publish:** The Territorial: May 27, 31, June 1 & 2, 2016

**INSTRUCTIONS TO BIDDERS**

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

**1. PREPARATION OF RESPONSES**

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

**2. OFFER AGREEMENT (Contract) Form Water Treatment Chemicals And Supervisory Services /8 Pages**

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

**Contractor Minimum Qualifications:**

Contractor Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Contractor Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

**Unit Prices & Bid Certification:**

Respondents shall fully complete and sign article 7. *Compensation & Payment* and article 15. *Bid/Offer Certification* sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

**3. SPECIFICATIONS & DEVIATIONS**

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 days prior to the solicitation due date else they may not be answered or addressed

**INSTRUCTIONS TO BIDDERS**

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 13. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and Contractor documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

**4. SUBMISSION OF BIDS**

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and submit one original of the following bid documents:

**SIGNED OFFER AGREEMENT with completed Item Unit Prices and documents or media defining other items within the scope of the agreement with Unit Prices and Discount Percentages, or Discounted Prices offered; Provide Addenda acknowledgement, tax, & contact information; Special Terms and Conditions; Instructions to Bidders; Appendix A and B.**

**Document to support the "green" program(s) the contractor has implemented per BOS Resolution 2007-84 described on page 5 of 15.**

**Insurance Certification documents.** Insurance Certification Documents will be required within two weeks from the date the Notice of Recommendation for Award is posted on the Pima County website.

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

**5. COMPLIANCE WITH AGREEMENT**

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

**INSTRUCTIONS TO BIDDERS****6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)**

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

**7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS**

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

**8. VENDOR RECORD MAINTENANCE**

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

**9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

**To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate** which may be acquired from the City of Tucson; Department of Procurement, (520) 837-4000, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: [http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx)

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at (520) 724-8465 for assistance or further information.

**END OF INSTRUCTIONS TO BIDDERS**  
**(Revised April 29, 2015)**

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (1 of 8 pages)****1. INTENT:**

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of water treatment chemicals and supervisory services as County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. It is the intent of the County to award to one vendor for all items listed. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Contractor will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract. Contractor has been in the business of providing these materials and services for a minimum of three consecutive years including the current year.

**CHECKLIST FOR MINIMUM QUALIFICATIONS - MARK RESPONSE** (Failure to mark answer may result in the offer being deemed non-responsive).

This contractor certifies they are competent, willing and responsible for providing the products in accordance with all requirements of the solicitation and this Offer Agreement.	Yes	No
Contractor has been in the business of providing these materials and services for a minimum of three consecutive years including the current year to customers with thermal storage chilled water systems similar in complexity and size to Pima County system.	Yes	No
Contractor currently possesses <u>all required licenses and certifications</u> to meet the requirements of this solicitation. Contractor shall continuously maintain said licenses and certifications for the term of the contract.	Yes	No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Any brand names, models or numbers used in the specifications are for the purpose of describing and/or establishing the level of quality, equivalent performance and dimensional specifications required. Any such reference is not intended to limit or restrict any offer. Any offer, which proposes like quality, design or performance, will be considered. Pima County will have final determination on equivalency. If alternate product name is not listed it will designate that vendor is bidding per specifications, no alternate.

**SEE EXHIBIT A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES – SCOPE OF WORK**

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (2 of 8 pages)**

In the event items are required that are not listed, they may be ordered at a mutually agreed upon price. The mutually agreed upon unit price shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the Instructions to Bidders, Standard Terms and Conditions and Offer Agreement.

Contractor should include what "green" programs they have implemented per *BOS Resolution 2007-84*. The following are examples from Specifications for *BOS Resolution 2007-84* and Vendor should include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

Other areas of conservation should include:

- Contractor should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Contractor shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Contractor should use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Contractor should provide to the consumer as many environmentally preferable products as possible.
- Contractor should modify business practices to decrease air, water and ground pollution.
- Contractor should modify business practices to conserve energy and water use.
- Contractor/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

**Requirements for Contractor's and Sub Contractors to do business on Wastewater Reclamation Facilities:**

- All Contractor and subcontractor's personnel must attend a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact to schedule safety briefing.
- Contractor's personnel are required to sign in with the Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the County employee designated as the Point of Contact.
- RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or passport.
- Contractor must wear an ID pass at all times while on plant site, and return ID pass upon leaving the facility to Plant Site Administration Office.
- Upon leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window is acceptable. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- Contractor's personnel shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- Upon daily completion of the work performed by the contractor, the contractor shall remove all construction debris from the site and leave the area as found. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc. shall be removed or safely stored.
- The County is not responsible for theft or damage to Contractor's property.
- All possible safety hazards to workers or the public shall be corrected immediately. Work site shall be left in a safe condition at the end of each workday.
- Contractor must provide all their own personnel, materials, tools and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- Contractor must have OSHA compliant lock-out/tag-out and confined space programs and adhere to procedures at all times.
- Contractor shall be responsible for the safety of their employees at all times.



**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (3 of 8 pages)**

- All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. This will include any leakage or deposits left by contractor's vehicles.

Vendor shall be responsible for the safety of their employees at all times.

All unit pricing shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation. Transportation costs shall be included in the unit price. Unit price shall include travel time or miles within a one hundred and fifty (150) mile radius of downtown Tucson (130 W. Congress). Travel time, fuel surcharges, trip charges and other fees will NOT be paid as a separate line item regardless of where the vendor's business location or employees' starting location is at the time work is required.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

**Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO) or Delivery Order Maximo (DOM).**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (4 of 8 pages)**

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days.

Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: \_\_\_\_\_ % if payment tendered within \_\_\_\_\_ Days as above.

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**UNIT PRICES (Net 30 day Payment Terms)**

**SEE EXHIBIT B: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES UNIT PRICING SPREADSHEET**

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (5 of 8 pages)**

For those items not specifically listed and priced above that may be provided within the defined scope of this contract, Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)

**8. DELIVERY:**

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

This is a County wide contract and various departments may use any resulting contract.

**Main Contact:**

**Pima County Facilities Management    Attention: Ralph Kestler            150 W. Congress            Tucson AZ, 85701**

Supplier guarantees delivery of product or service in **less than two (2) calendar days after issue date of order**. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

**9. TAXES, FEES, EXPENSES:**

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 216668 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

### **OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (6 of 8 pages)**

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

**Workers' Compensation and Employers' Liability** – Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

**Note:** The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when soliciting work from licensed professionals. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

**Examples of Profession Services requiring E&O insurance:** Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying Services.

### **Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured Endorsement:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation Endorsement:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance Endorsement:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary for this written agreement and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

**Insurance provided by the Contractor** shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

### **Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

**All certificates and endorsements**, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

**All certificates required** by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

### **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this contract, Contractor's insurance shall not be permitted to expire, be suspended or canceled without thirty (30) days prior written notice to Pima County. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (7 of 8 pages)**

**Approval and Modifications:**

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**12. PERFORMANCE BOND:**

NO PERFORMANCE BOND REQUIRED.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes ☐ No ☐ (Select one)

If 'Yes', have you included your certification document? Yes ☐ No ☐ (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

**(REMAINDER OF THIS PAGE LEFT BLANK)**

**OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (8 of 8 pages)****15. BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: \_\_\_\_\_

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

REMIT TO ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: \_\_\_\_\_

EMAIL ADDRESS TO WHICH ORDERS &amp; CONTRACTS SHALL BE TRANSMITTED:

**CORPORATE HEADQUARTERS LOCATION:**

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME &amp; TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: \_\_\_\_\_

**END OF OFFER AGREEMENT: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES (8 pages)**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)****1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

**3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

**12. SPECIFICATION CHANGES:**

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master



Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

**28. PUBLIC INFORMATION:**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS:**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the

future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

#### **40. SUBCONTRACTORS:**

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

#### **41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

#### **42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

#### **43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

### **END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



**EXHIBIT A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES – SCOPE OF WORK****Testing Laboratory**

For testing water samples, the respondent must have its own locally situated water conditioning and testing laboratory, or contract with a local laboratory. "Local" is defined as within approximately three (3) hour drive of the City of Tucson. If the respondent uses a contract laboratory, the laboratory is to be operated by a full time employee holding, at the minimum, a Bachelor of Science degree in chemistry from an accredited college or university. Please include the following in your bid response

- a) Name of the laboratory.
- b) Address of the laboratory and approximate driving time to the City of Tucson.
- c) Telephone number and Fax number of the laboratory.
- d) A short resume of person in charge, including employment status, education, and certification if any.
- e) Number of laboratory technicians and their job descriptions.

**Technical Summary**

Respondent shall include a Technical Summary of the proposed water management program that will meet the performance specifications contained in **APPENDIX A: SCOPE OF WORK** of the Sample Contract. Summary shall list individual ingredients generically, i.e. HEDP or PBTC, not phosphonates, at their applied dosage levels for maintenance. Pima County reserves the right to have Technical Summary reviewed by an independent water management consulting firm. Any unproven technology may be cause for rejection of bid.

**Chemical Material Information**

Respondent shall enclose complete literature for all chemical formulations including Material Safety Data Sheets (MSDS) and for each type or model of equipment bid. All products must be approved for use by all applicable local, state and federal regulatory agencies. All biocides must be EPA registered. All chemical treatments are to be liquid formulations.

**Special Skills**

A description of special resources, skills or services which the respondent possesses and which are not addressed as part of the IFB, but would be available as part of an agreement with the successful respondent. Please demonstrate any advantages that would be realized by Pima County Facilities Management as a result of these resources.

**Permits**

Vendor shall be responsible for obtaining any and all permits required to perform services

CONTRACTOR'S water treatment program (chemical treatment of the water system) shall meet the parameters of the Pima County plant water logs over the last ten years. The treatment program is to include all chemicals, parts and repair services.

CONTRACTOR'S testing laboratory shall maintain quality control to assure product uniformity. Also, CONTRACTOR shall provide periodic recommendations to the COUNTY for complying with ASHRAE, USDA, OSHA, USEPA and other applicable standards.

**SECTION A: Service Requirements:**

1. The Service Representative (SR) shall visit the site weekly, collect and test samples, review operators' records and perform any other such duties to ensure that all systems are being operated within the established chemical control limits and that the chemical treatment program is being properly applied. Weekly site visits shall be coordinated through the Facilities Management Department's designated representative.
2. Tests performed on water from open re-circulating systems during each site visit shall include, but not be limited to microbiological population, pH, conductivity, total (M) alkalinity, calcium hardness and appropriate scale and corrosion control agents (e.g. phosphonate, molybdate, etc., as applicable.)
3. Tests performed on water from closed systems during each site visit shall include, but not be limited to, pH, conductivity, hardness, iron, copper, and appropriate corrosion control agents (e.g. nitrate, molybdate, sulfite, ttz, etc., as applicable). Testing of water samples, whether done on site or at the testing laboratory, will be performed at no additional cost to the County.
4. During each site visit the SR is to notify the designated individual or individuals of the County, both verbally and in writing, of any deviations from designated treatment levels and of any abnormal situations in the treated systems and make proper recommendations for corrective action.
5. CONTRACTOR will analyze, in the testing laboratory, a set of samples collected by the SR from the treated systems on a quarterly basis. The laboratory analysis shall include, but not be limited to, a full mineral analysis of corrosion products (iron and copper), applicable treatment chemicals including corrosion control agents (e.g. molybdate, zinc, etc.) scale control agents (e.g. phosphonates) and polymers (e.g. polyacrylates)

6. CONTRACTOR shall provide sufficient "dip stick" type total bacteria testers and instructions so that Pima County Central Plant Operators can perform total bacteria tests on the open and closed recirculating water on a weekly basis. The CONTRACTOR shall provide sufficient sulfate reducing bacteria (SRB) test kits so that Pima County Central Plant Operators can perform SRB tests on the open and closed recirculating water on a weekly basis.
7. CONTRACTOR shall assume responsibility for the operation of corrosion test apparatus (bypass type corrosion coupon rack) installed on each system. This includes installing corrosion test coupons, checking for adequate flow through the corrosion coupon racks, removing coupons, evaluating coupons and reporting corrosion rates in units of mils per year (mpy). The first set of corrosion coupons installed under the contract is to be removed and evaluated after 30 days. If results are satisfactory, subsequent corrosion coupons are to be removed and evaluated every ninety (90) days.
8. Coupon metallurgy must include, but not be limited to aluminum, mild steel, and copper. Stainless steel and Zinc coupons must also be included if the system metallurgy includes them. **Passivated or pretreated coupons shall not be used.**
9. CONTRACTOR shall maintain a 24 hour, 7 day a week emergency telephone service available to Pima County for emergency service and emergency information regarding chemical spills and/or accidents involving the CONTRACTOR'S products. CONTRACTOR shall immediately notify Pima County of any change in the number.
10. Pima County reserves the right to submit any products delivered under this contract to an outside independent laboratory and/or independent water management consulting firm for verification of cost application per 1,000 gallons. CONTRACTOR shall reimburse COUNTY for any overcharge incurred after the 3<sup>rd</sup> party verification.
11. CONTRACTOR shall be available and provide fiber-optic visual examination of condenser and chiller tubes during annual preventative maintenance on chillers. Examination is to include video and/or still images of entire tube length of surfaces. Video and/or images will be the property of Pima County Facilities Management. Video and/or images are to be provided on electronic media.
12. CONTRACTOR shall have the equipment and capability of brushing chiller tubes in the event of scaling or fouling. Only nylon or enhanced nylon brushes are acceptable.
13. CONTRACTOR shall include a contractor in "good standing certification" from the Arizona Registrar of Contractor with license information (L54 Water conditioning equipment or similar).
14. CONTRACTOR must have the ability to work on and maintain Lakewood and Multiflex Integration controllers.
15. The CONTRACTOR must be available to troubleshoot performance and function of the sand filters. This is to include controls, operations, and function of sand filters in conjunction to operation of the cooling towers. Vendor must be capable of supply and identification of replacement parts. Pima County personnel are responsible for ownership, maintenance, and operation of the sand filters but rely on technical support for protection of the economic value and operation of the filters. Vendor must provide a cost plus schedule of replacement parts. Vendor must also provide rate of service for supportive sand filter services required by the County.
16. CONTRACTOR must have their service technicians trained to service equipment like Pima County's and have at least three years of experience servicing like equipment.

### **SECTION B: Buildings:**

Pima County Facilities Management has Four Maintenance shops and two central plants that require water Treatment and services for the following buildings.

#### **Downtown Maintenance Buildings**

Downtown Central Plant 190 W. Pennington St.  
 Legal Services Building 32 N. Stone, Tucson, Az.  
 Public Works Building 201 N. Stone, Tucson, Az.  
 97 E. Congress Tucson, Az. (Closed Loop)  
 Public Service Building 240 N. Stone  
 Joel Valdez Main Library 101 N. Stone  
 B. of A. 33 N. Stone Avenue  
 Administration West 150 W Congress St. (Closed Loop)  
 Building 200 N Stone Ave. (Closed Loop)

#### **Ajo Corridor Buildings**

Juvenile Court Central Plant 2225 E. Ajo Way  
 Sheriff Administration 1750 E. Benson HWY. Tucson, AZ. (Closed Loop)  
 Adult Probation, 2695 E. Ajo Way, Tucson, Az.  
 Kino Service Center, 2797 E. Ajo Way, Tucson, Az. (Closed Loop)  
 Herbert K. Abrams Public Health Center 3950 S. Country Club Rd.  
 Forensic Science Center 2825 E District St. (Closed Loop)

**Outlying Maintenance Buildings**

Green Valley Library, 601 La Canada, Green Valley, Az. (Closed Loop)

Parks and Recreation 3500 w. River Road, Tucson Az.

PECOC Building 3434 E. 22<sup>nd</sup>. Street (Under Warranty)

Catalina Library 15560 N Oracle Rd. Catalina Az. (Closed Loop)

ROMP Lab 3035 E Camino Del Cerro

El Banco Building 801 W. Congress (Closed Loop)

**Mission Road Buildings**

Main Jail Facility, 1270 W. Silverlake, Tucson, Az. (Closed Loop)

East Unit 1270 w. Silverlake, Tucson Az.

Main Jail Annex, 1300 W. Silverlake, Tucson, Az. (Closed Loop)

Each central plant's system and operation is described below.

**1. Downtown Central Plant Systems and Their Operation****A. Cooling Tower System:**Description:

One (1) three celled 800 tons/cell Marley cooling tower, model #NC8307J

**B. Water Chillers and Thermal Storage:**Description:

Four (4) York centrifugal chillers, 600 tons each.

1450 GPM Condenser each

1250 gpm chilled water each.

Total designed tonnage 2400 with zinc anodes.

Operation:

Average tonnage used monthly:	Summer:	7 months	1200 tons
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	Winter:	5 months	500 tons
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Average hours per day:	Summer:	20 hours
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	Winter:	16 hours
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Average number of days per year:		365
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Normal Chilled water temperature:	Out:	44 degrees
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	Return:	54 degrees
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Normal Condenser water temperature:	Inlet:	70 degrees
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	Outlet:	80 degrees
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Average chilled water re-circulation rate:	Summer:	1,200 gpm
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	Winter:	300 gpm
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Average Condenser water re-circulation rate:	Summer:	6,000 gpm
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	Winter:	2,000 gpm
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Estimated make up at tower:	Summer:	1,000,000 gl/mo
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	Winter:	3,000,000 gl/mo
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Estimated make-up closed loops:		1,000 gl/mo
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**C. Boilers:**Description:

Four (4) P-K Thermic boilers 2.6 MBTH, Natural gas fired. In service 6 months annually.

Make-up water for boilers is 2% makeup and 98% condensate return.

Treatment make-up will be based on cost to treat 1,000 gallons of water for boiler system.

**Boiler # 1**

P-K THERMIC

MODEL # N3000-MFD

NATURAL GAS

3,000,000 BTU's /Hr.

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

2,640 M BTU's/Hr. OUTPUT EACH.

SERIAL # GY-22-11-35574

**Boiler # 2**

P-K THERMIC

MODEL # N3000-MFD

NATURAL GAS

3,000,000 BTU's/Hr.

208/230 VOLTS, 17 AMPS, SINGLE PHASE.



2,640 M BTU's/Hr. OUTPUT EACH.

SERIAL # GY-22-11-35575

**Boiler # 3**

P-K THERMIC

MODEL # N3000-MFD

NATURAL GAS

3,000,000 BTU's/Hr.

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

2,640 M BTU's/Hr. OUTPUT EACH.

SERIAL # GY-22-11-35576

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

**Boiler # 4**

P-K THERMIC

MODEL # N3000-MFD

NATURAL GAS

3,000,000 BTU's /Hr.

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

2,640 M BTU's/Hr. OUTPUT EACH.

SERIAL # GY-22-11-35577

208/230 VOLTS, 17 AMPS, SINGLE PHASE.

**D. Closed loop System for Treatment of heating and Cooling Water:**

Description: Cooling consists of 35,000 gallons chilled water capacity

Heating consists of 18,000 gallons on the chilled loop and 150 gallons on the heating loop. The heating season is November through March.

**2. Juvenile Center Central Plant**

**A. Cooling Tower System:**

Description:

Two (2) Baltimore Aircoil Company Series 1500, Model # 15365-2

Serial Numbers 97226881 and 97226891

Certified Capacity: 1800 USGPM from 90 degrees F to 80 degrees F @ 74.23 degrees F entering wet bulb.

Thermal performance certified by CTI certification standard STD-201.

Materials of construction:

Design and manufacturing processes are ISO 9001 certified. G-235 (Z700 Metric)

Hot-dipped galvanized steel structure with galvanized steel casing.

Hot Water Distribution Basin:

Heavy gauge G-235 (Z700 metric) hot dipped galvanized steel. Polypropylene metering orifices provide even distribution of water over the wet deck @ a maximum of 120 degrees F. (48.8 degrees C) water temperature.

Heavy gauge G-235 (Z700) hot dipped galvanized covers are provided to prevent algae and accumulation of debris in the deck.

Wet deck and integral drift eliminators:

Formed from polyvinyl chloride (PVC) and are impervious to rot, decay and fungus or biological attach and have a flame spread rating of 5 per ASTM Standard E84-77A.

Basin:

Heavy gauge G-235 (Z700 metric) hot dipped galvanized steel. Includes a depressed section with drain/clean-out.

Strainers:

Type 304 stainless steel lift out screen is provided with anti-vortexing baffles to prevent air entrapment.

Water Level Control:

Consists of a bronze make up valve with unsinkable polystyrene filled plastic float. Make up valve is suitable for 15 psig to 50 psig supply pressure.

Basin Volume:

Approximately 2000 gallons total.

**B. Tower Sand Filters:**

Description:

Two sand screen filters, continuously operated, automatic backwash @ 10 psi

differential. One filter per tower. Manufacturer, Hydrokleen. Filters are skid mounted. Tanks construction stainless steel. Each filter has a Peerless end suction, closed coupled, frame mounted centrifugal pump.

**C. Water Chillers and Thermal Storage:**

Description:

Model #2-CVHF770

Refrigerant 1040 lbs. of R -123

## Materials of Construction:

Copper tubing, high efficiency type, with internal and external fins.

Steel tube sheets and heads with zinc anodes.

Miscellaneous stainless steel, brass, cast iron components.

## D. Heat Exchanger:

Description:

Plate and frame heat exchanger, Polaris Manufacturing

Model number S120.1S.194

Serial number: A1001

Design pressure: 100 psig

Plate material: 304 stainless steel

## E. Chilled Water Closed Loop:

## Capacity:

Approximately 10,000 gallons.

Make-up water: Softened water

Softener manufacturer - Marlo, Inc.

Model Number MGT-90-1 ½

Capacity - Maximum 90K grains

Maximum flow rate 42 GPM

Operating pressure 25 to 120 psi.

## Filtration:

Manufacturer: Hayward Industrial Products

Type - Polypropylene slipstream bag filter

Model number FLT4202

Maximum working pressure 150 psig @ 70 degrees F.

Maximum working temperature 240 degrees (body only)

Maximum flow rate 100 GPM, without filter bag

Solids collection capacity - 25 lbs.

## F. Hot Water System:

Description:

Boilers: Manufacturer - Rite Engineering and Mfg. Co.

**#1 Boiler**

RITE model number 425

Serial number 26762

Pressure rated @ 125 lbs.

4250 M BTU's/Hr.

84 ea. 2" dia. tubes

Heating surface 405 sq. ft.

**#2 Boiler**

RITE model number 050

Serial number 26764

Pressure rated @125 lbs.

10500 M BTU's /Hr.

188 ea. 2: dia tubes

Heating surface 1000 sq. ft.

**#3 Boiler**

RITE model number 050

Serial number 26763

Pressure rated @ 125 lbs.

10500 M BTU's /Hr.

188 ea 2" diameter tubes

Heating surface 1000 sq. ft.

## G. Hot Water Closed Loop:

## Capacity:

Approximately 10,000 gallons.

Makeup Water

Softened water, Softener Manufacturer - Marlo, Inc.

Model number MGT-90-1 ½

Capacity - Maximum 90K grains

Maximum flow rate 42 GPM

Operating pressure 25 to 120 psi

**Filtration:**

Manufacturer - Hayward Industrial Products

Type - Polypropylene slipstream bag filter

Model number FLT 4202

Maximum working pressure 150 psig @ 70 degrees F

Maximum working temperature 240 degrees F. (body only)

Maximum flow rate 100 GPM without filter bag

Solids collection capacity 25 lbs.

**Operation:**

700 ton maximum load, April through October 24 hrs/day

Less than 500 maximum ton load, remainder year, up to

24 hrs/day, 7 days/week, 365 days/year.

**Downtown Maintenance Buildings****Legal Services Building****Description of Systems and Their Operation****Cooling Tower System Description****COOLING TOWER #1**

BALTIMORE AIR COIL COMPANY

MODEL # 3412C-LM

SERIAL# U094966202

**COOLING TOWER #2**

BALTIMORE AIR COIL COMPANY

MODEL # 3412C-LM

SERIAL# U094966201

**Operation:**

Open Loop weekly water testing

**Water Chillers and Thermal Storage****Description:****CHILLER #1**

YORK 400 TONS with zinc anodes

MODEL# 4CCH193L0088YD YSDCDAS3-CMA0

SERIAL# YEYM687451

**CHILLER #2**

YORK 400 TONS with zinc anodes

MODEL# 4CCH193L0084YD YSDCDAS3-CMA0

SERIAL# YEYM687417

**Operation:**

Closed Loop Closed system inhibitor service

**Public Works****Description of Systems and Their Operation****Cooling Tower System Description**

TOWER #1 EVAPCO 400 TONS

MODEL# AT8126

SERIAL# 7321126

TOWER #2 EVAPCO 230 TONS

MODEL# AT 891

SERIAL# 7321122

**Operation:**

Open Loop weekly water testing

**Water Chillers and Heating systems****Description:**

CONDENSER WATER PUMP #1A&amp;1B

MOTOR WEG MODEL #03018EP3E286T

PUMP BELL-GOSSET 1510BF10.625

CONDENSER WATER PUMP #2A&amp;2B

MOTOR MARATHON EVL254TTFC4026AA

PUMP BELL-GOSSET 1510BF9.25

CONTROL AQUATRAC MULTI-FLEX

M10 CONTROLLER

SERIAL # M11750405

Operation:

Closed Loop Closed system inhibitor service

**Building 97**

Description of Systems and Their Operation

Cooling Tower System Description

Carrier Closed System Roof Top Unit Air Cooled

Operation:

Closed Loop Closed system inhibitor service

Water Chillers and Thermal Storage

Description:

SERIAL# 1806Q8118

Operation:

Air cooled no treatment needed

**240 N. Stone**

Description of Systems and Their Operation

Cooling Tower System Description

TOWER#1 EVAPCO

MODEL#AT312754

SERIAL#12474391

CONSIDERED 1 UNIT

TOWER#2 EVAPCO

Operation:

Open loop weekly water tests

AMCT COOLING TOWER CORP 45 TONS

MODEL #ST-60

SERIAL # 99218

Operation:

Open Loop weekly water testing

Water Chillers and Thermal Storage

Description:

COMPRESSOR CARLYLE 45 TON

MODEL # 5H40-149

SERIAL # 3610V05043

TANK ACME INDUSTRIES INC.

MODEL # 111-1407

SERIAL # 1965-1790

Operation:

Freon system no treatment needed

**Joel Valdez Main Library 101 N. Stone**

Description of Systems and Their Operation

Cooling Tower System Description

**TOWER #1** EVAPCO

MODEL# AT-1958

SERIAL# 5-120496

**TOWER #2** EVAPCO

MODEL# AT-1958

SERIAL# 5-120497

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:

**CHILLER #1** YORK 200 TONS with zinc anodes

MODEL# YT A2 B1 B2-CG D

SERIAL# YKVM 423268

**CHILLER #2** YORK 200 TONS with zinc anodes

MODEL# YT A2 B1 B2-CG D

SERIAL# YKVM 423269

**BOILER #1** RBI 1,147,500 BTU's /Hr.  
 MODEL# FB1500  
 SERIAL# 090643818  
**BOILER #2** RBI 1,147,500 BTU's /Hr.  
 MODEL# FB1500  
 SERIAL# 090643869

**B. of A. 33 N. Stone Avenue**

Description of Systems and Their Operation  
 Cooling Tower System Description

**TOWER #1** EVAPCO

MODEL# AT29.224

SERIAL# 8-330887

**TOWER #2** EVAPCO

MODEL# AT29.224

SERIAL# 8-330888

Operations:

Open loop weekly water tests  
 Water Chillers and Thermal Storage

Description:

**CHILLER #1** TRANE 400 TON

MODEL# CVHE500 (LEFT)

SERIAL# L08A00068

**CHILLER #2** TRANE 400 TON

MODEL# CVHE500 (RIGHT)

SERIAL# L08A00078

**Administration West 150 W Congress St. (Closed Loop)**

Description of Systems and Their Operation  
 Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

**Building 200 N Stone Ave. (Closed Loop)**

Description of Systems and Their Operation  
 Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

**Ajo Corridor Buildings**

1. **Sheriff Administration**

Description of Systems and Their Operation  
 Cooling Tower System Description

TRANE AIR COOLED CHILLER 153 TON

MODEL# RTAC1704UKOH

SERIAL# U05H03613

Operations:

Air cooled no treatment needed  
 Water Chillers and Thermal Storage

Description:

**AIR HANDLER #1** HUNTAIR

MODEL# 1510 BF 7.25

SERIAL# C00 4250 02 H50

**AIR HANDLER #2** HUNTAIR

MODEL# 1510 BF 7.25

SERIAL# C00 4250 01 H50

Operations:

Closed Loop Closed system inhibitor service

2. **Adult Probation**

Description of Systems and Their Operation

## Cooling Tower System Description

**TOWER #1** EVAPCO

MODEL# AT829B

SERIAL# 13-656372

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:**CHILLER #1** YORK 64 TON

MODEL# YCWL0064S346

SERIAL# 2BBM023316

**CHILLER #2** YORK 64 TON

MODEL# YCWL0064S346

SERIAL# 2BBM023317

**BOILER #1** PARKER 1800 M BTU's/Hr.

MODEL# T-1730

SERIAL# 43431

Operations:

Closed system Closed system inhibitor service

**Will soon be changed out to Lochinvar boiler**3. **Kino Service Center**Description of Systems and Their Operation

## Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

Water Chillers and Thermal Storage

Description:**CHILLER #1** TRANE 60 TON

MODEL# CGAFC604AHA100DE

SERIAL# C03D03197

**CHILLER #2** TRANE 30 TON

MODEL# CGAFC304AHA100DE

SERIAL# C03D03198

Operations:

Closed system Closed system inhibitor service

4. **Herbert K. Abrams Public Health Center**Description of Systems and Their Operation

## Cooling Tower System Description

**TOWER #1** BALTIMORE AIR COIL

MODEL# 3455A-MM-2

SERIAL# U053321701

Operations:

Open loop weekly water tests

Water Chillers and Thermal Storage

Description:**CHILLER #1** YORK 450 TON

MODEL# YKDFDG07-CNFS

SERIAL# SARM-041040

**CHILLER #2** YORK 450 TON

MODEL# YKDFDG07-CNFS

SERIAL# SARM-041150

Operations:

Closed system Closed system inhibitor service

5. **Forensic Science Center 2825 E District St. (Closed Loop)**Description of Systems and Their Operation

## Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

### **Outlying Maintenance Buildings**

#### **1. Green Valley Library**

Description of Systems and Their Operation

Cooling Tower System Description

No tower air cooled

Operations:

No tower air cooled

Water Chillers and Thermal Storage

Description:

**CHILLER #1** CARRIER 12.5 TON

MODEL# 30GB040530

SERIAL# 0290F80183

**AIR HANDLER #1** CARRIER

MODEL# 39MW08D0201FQ13XCS

SERIAL# 2910V19205

**AIR HANDLER #2** CARRIER

MODEL# 39MW08D0201FQ13XCS

SERIAL# 2910V19209

**AIR HANDLER #3** CARRIER

MODEL# 39MW21D0201R312XCS

SERIAL# 2910V19211

**AIR HANDLER #4** CARRIER

MODEL# 39MW08D0201R423XCS

SERIAL# 2910V19214

**BOILER #1** RITE 480,000 BTU's/Hr.

MODEL# 48

SERIAL# 22936

Operations:

Closed system Closed system inhibitor service

#### **2. Parks and Recreation**

Description of Systems and Their Operation

Cooling Tower System Description

**COOLING TOWER #1** EVAPCO

MODEL# ATC80EIG

SERIAL# 13631559

MAMMOTH INC. 70 TON

MODEL# CLBEPF-702-78-VAV

SERIAL# 39978-1

Operations:

Open Loop weekly water testing

#### **3. PECOC 3434 E. 22<sup>nd</sup> Street (Under Warranty)**

Description of Systems and Their Operation

Cooling Tower System Description

**TOWER #1** EVAPCO 211 TONS

MODEL# UT 19-78

SERIAL# 11-460759

**TOWER #2** EVAPCO 211 TONS

MODEL# UT 19-78

SERIAL# 11-460760

**TOWER #3** EVAPCO 211 TONS

MODEL# UT 19-78

SERIAL# 11-460761

Operations:

Open loop weekly water tests

Water Chillers (2) and Thermal Storage

Description:

**CHILLER #1** CARRIER 126 TON

MODEL# 30 HXC 126 RZ-650 KA

SERIAL# 2703 Q 02869  
**CHILLER #2** YORK 198 TONS  
MODEL# YCWL0198SE46  
SERIAL# 2NXM014563  
**CHILLER #4** YORK AIR COOLED 200 TONS  
MODEL# YVAA0233BEV46BAVB  
SERIAL# 2NXMO14490  
**BOILER #1** LOCHINVAR 1.45MMBTU  
MODEL# CBN 1796  
SERIAL# B 07H00 – 194919  
**BOILER #2** LOCHINVAR 1.45MMBTU  
MODEL# CBN 1796  
SERIAL# C12H00239516  
Operations:  
Closed system Closed system inhibitor service

#### **ROMP LAB CENTER 3035 E Camino Del Cerro**

Description of Systems and Their Operation  
Cooling Tower System Description  
**TOWER #1** MARLEY  
MODEL# ?  
SERIAL# 10036745-A2-NC8402SG-11  
Operations:  
Open loop weekly water tests  
Water Chillers and Thermal Storage  
Description:  
**CHILLER #1** TRANE 200 TON  
MODEL# 19XRV2021234BES64  
SERIAL# 2311Q20774  
**CHILLER #2** TRANE 200 TON  
MODEL# 19XRV2021234BES64  
SERIAL# 2311Q20775  
Operations:  
Closed system Closed system inhibitor service

#### **Mission Road Buildings**

##### **6. Main Jail**

Description of Systems and Their Operation  
Cooling Tower System Description  
No cooling tower 2 air cooled chillers  
Operations:  
No cooling tower 2 air cooled chillers  
Air cooled Chillers and Thermal Storage  
Description:  
**CHILLER #1** CARRIER 65 TON  
MODEL# 30GT-070-600  
SERIAL# 5192F28303  
**CHILLER #2** CARRIER 65 TON  
MODEL# 30GT-070-600  
SERIAL# 5192F28303  
**HEATING BOILER #1** PENTHOUSE LOCHINVAR  
MODEL# CBN-1255  
SERIAL# CO 2719  
**HEATING BOILER #2** FIRST FLOOR LOCHINVAR  
MODEL# CBN-1255  
SERIAL# CO 2719  
Operations:  
Closed system Closed system inhibitor service

##### **Main Jail East**

Description of Systems and Their Operation



Cooling Tower System Description

**COOLING TOWER #1** EVAPCO

MODEL# AT29-518

SERIAL# C02K09589

**COOLING TOWER #2** EVAPCO

MODEL# AT29-518

SERIAL# C02K09590

Operations:

Weekly water test

Water Chillers and Thermal Storage

Description:

**CHILLER #1** MCQUAY 75 TON

MODEL# WS-0063-D-AAA

SERIAL# E744171010

**CHILLER #2** MCQUAY 75 TON

MODEL# WS-0063-D-AAA

SERIAL# E744171020

**BOILER #1** RITE 2.0 MM BTU/HR

MODEL# 200W

SERIAL# 28778

Description RITE 2.0 MM BTU/HR

MODEL# 200W

SERIAL# 28779

Operations:

Closed system Closed system inhibitor service

**Main Jail Annex**

Description of Systems and Their Operation

Cooling Tower System Description

No Tower air cooled

Operations:

No Tower air cooled

Water Chillers and Thermal Storage

Description:

**AIR HANDLER #1** TRANE

MODEL# 6339070-01

SERIAL# V85G52130

**AIR HANDLER #2** TRANE

MODEL# 6339070-03

SERIAL# V85G52131

**AIR HANDLER #3** TRANE

MODEL# 6339070-02

SERIAL# V85G52132

**BOILER #1** RAY PAK .627 MM BTU/HR

MODEL# EG24WT

SERIAL# 0285100742

**BOILER #2** RAY PAK .090 MM BTU/HR

MODEL# E1831 TB

SERIAL# 0285100997

**BOILER #3** RAY PAK 1.63 MM BTU/HR

MODEL# E163ITB

SERIAL# 0285100997

Operations:

Weekly water treatment

**SECTION D: Chemicals and Testing Equipment**

All containers used for water treatment chemical formulations are to be returnable or reusable containers. These are to be 55 gallon and 35 gallon drums only. Five (5) gallon pails are acceptable. Smaller containers are acceptable for specialty products. All empty drums (5, 35, 55 gallon) must

be removed promptly from the facility by the supplier. Drum deposits are not acceptable. Other requirements are listed below.

A. Maintenance Chemical Treatment

Products are to be effective for the intended purpose of meeting performance specifications in No. I Section B. No molybdate based products are acceptable.

B. Chilled Water:

Corrosion inhibition technology shall meet requirements listed in Section B.

C. Corrosion Coupon Rack

A PVC corrosion coupon rack shall be provided for the cooling tower water systems. It shall incorporate four (4) stations a flow indicator, flow control device, strainer and isolation valves.

Insertion/Removal is to be on a 90 day interval. All results (reported in mills per year) are to be returned with laminated coupons. See SECTION F- A.

## SECTION E: Water Characteristics:

A. Cooling and Chilled Water makeup

Source: City of Tucson Water

Water quality is known to vary. Recent Analysis for downtown area is provided below.

Parameter	January/February	May
Total Hardness, CaCO	240	236
Calcium, CaCO	112 mg/l	70 mg/l
Magnesium, CaCO	21/mg/l	13 mg/l
M-alkalinity, CaCO	224 mg/l	180 mg/l

Parameter	January	June
pH	7.7	7.83
Chloride, Cl	44 mg/l	33 mg/l
Conductance, :mhos	1060 mhos	748 mhos
Sulfate, So	203 mg/l	150 mg/l
Copper, Cu	1.3 ppm	
Iron, Fe	0.85 mg/l	.02 mg/l
Fluoride, F	.68 mg/l	.63 mg/l
Phosphorous, P	less than 0	less than 0
Ammonia, NH	less than 0	less than 0
Turbidity	less than 1 NTU	less than 1NTU

Prospective respondents are invited to procure a sample of raw city water from each plant.

## SECTION F: Performance Specifications

- To limit the general corrosion rates of mild steel, copper alloys, and galvanized steel, in open recirculating cooling systems to less than 3.0, 0.2, and 3.0 mils per year respectively. **Pitting attack is unacceptable.**
- To limit the general corrosion rates of mild steel and copper alloys in closed recirculating cooling and heating systems to less than 0.5 and 0.1 mils per year respectively. **Pitting attack is unacceptable.**
- To prevent calcium carbonate scale formation, or other inorganic scale formation, heat exchange equipment, including cooling towers.
- To prevent the accumulation of suspended solids and microbiological growth in heat exchange equipment including cooling towers.
- To limit total bacteria growth in open recirculating systems to 10,000 colony forming units per milliliter (CFU/ml).
- To limit total bacteria growth in closed recirculating systems to 10 1,000 CFU/ml.
- To prevent sulfate reducing bacteria (SRB) in open or closed recirculating systems.
- To minimize the cost of Water and Electrical energy to the county with the number of cycles of concentrate added to maintain the system.

## **END OF APPENDIX A: WATER TREATMENT CHEMICALS AND SUPERVISORY SERVICES SCOPE OF WORK**

## APPENDIX B: UNIT PRICE TABLE

### UNIT PRICES (Net 30 day Payment Terms)

Pima County reserves the right to add similar services (sites) at a mutually agreed upon price at any time during the term of this contract. The County also reserves the right to remove sites as needed.

- 1) The pricing sheet has three sections.
  - a. SECTION 1 is for the services and supplies that are required on a regular basis which should result in a total award amount of \$100,000.00 for the term of the contract. This section will be used in the evaluation and award.
  - b. SECTION 2 covers labor charges for services that will occur outside of the items listed in the Scope of Work. This may include but not be limited to items such as brushing out tubes to remove residue. This section will be used in the evaluation and award.
  - c. SECTION 3 covers unit pricing on various chemicals that may need to be purchased that are outside of the chemicals required in the Scope of Work.

#### SECTION 1:

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive

<b>SITES Downtown Maintenance Buildings</b>	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	<b>Total Annual Cost Each Location (\$) Add the above items:</b>
Downtown Central Plant 190 W. Pennington			
Legal Services Building 32 N. Stone Ave			
Public Works Building 201 N. Stone Ave			
*Building 97 97 E. Congress St.			
Public Service Building 240 N. Stone			
Joel Valdez Main Library 101 N. Stone Ave.			
Bank of America Building 33 N. Stone Ave.			
*Administration West 150 W Congress St.			No Charge
*Building 200 N Stone Ave.			No Charge

***\*These buildings are Air Cooled and or closed loop systems and need little or no treatment.***

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive.

<b>SITES Ajo Corridor Buildings</b>	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	<b>Total Annual Cost Each Location (\$) Add the Above Items:</b>
Juvenile Court Central Plant 2225 E. Ajo Way			
*Sheriff Administration 1750 E. Benson Hwy.			No Charge
Adult Probation 2695 E. Ajo Way			
*Kino Service Center 2797 E. Ajo Way			No Charge
Herbert K. Abrams 3950 S. Country Club Rd.			
*Forensic Science Center 2825 E District St			No Charge

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive.

<b>SITES Outlying Maintenance Buildings</b>	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	<b>Total Annual Cost Each Location (\$) Add the Above Items:</b>
Green Valley Library* 601 La Canada			
Parks and Recreation 3500 W. River Road			
PECOC 3434 E. 22 <sup>nd</sup>			
ROMP Lab 3035 E Camino Del Cerro			
*El Banco Building 801 W. Congress			No Charge
*Catalina Library 15560 N Oracle Rd. Catalina			No Charge

**\*These buildings are Air Cooled and/or closed loop systems and need little or no treatment**

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive.

<b>SITES Mission Road Buildings</b>	Annual cost of Chemicals used in treating equipment, per location (\$):	Annual cost of service as listed in Exhibit A: Scope of Work (\$):	<b>Total Annual Cost Each Location (\$) Add the Above Items:</b>
East Unit 1270 W. Silver-lake			
Main Jail Facility 1270 W. Silverlake			
Main Jail Annex 1300 W. Silverlake			No Charge

<b>FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>	<b>TOTAL AMOUNT FOR SECTION 1</b>	
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## SECTION 2:

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive.

<b>ITEM #</b>	<b>ITEM NAME Items to include and satisfy all Offer Agreement requirements, General &amp; Item Specifications</b>	<b>ESTIMATED ANNUAL USAGE QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED AMOUNT \$</b>
1	REGULAR HOURLY RATE: ALL WORK DONE BETWEEN THE HOURS OF 7:30 AM AND 5:30 PM, MONDAY THROUGH FRIDAY.	50	HOUR		
1	OVERTIME/WEEKEND/*HOLIDAY RATE: ANY WORK DONE BEFORE OR AFTER THE HOURS OF 7:30 AM AND 5:30 PM, MONDAY THROUGH FRIDAY.	15	HOUR		
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>			<b>TOTAL AMOUNT FOR SECTION 2</b>	

**\*PER PIMA COUNTY HOLIDAY SCHEDULE**

New Year's Day	Martin Luther King, Jr.	Civil Rights Day	Lincoln/Washington
President's Day	Memorial Day	Independence Day	Labor Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving	Christmas Day

	<b>TOTAL AMOUNT FOR SECTION 1</b>				
	<b>TOTAL AMOUNT FOR SECTION 2</b>				
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price.</b>  <b>Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>			<b>TOTAL BID</b>	

Both sections will be used, with other factors, in the evaluation process to determine low bid and to secure unit prices for the first term of the contract.

**APPENDIX B: UNIT PRICE TABLE**

**SECTION 3:**

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive.

<b>ITEM #</b>	<b>ITEM NAME</b> Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	<b>ESTIMATED ANNUAL USAGE QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED AMOUNT \$</b>
1	Corrosion Scale Inhibitor C-392 (30 Gallon Drum)	8	DRUM		
2	Non-Oxidizing Biocide BC-355 (55 Gallon Drum)	3	DRUM		
3	Bleach C-126 (30 Gallon Drum)	8	DRUM		
4	Sulfite B-503 (30 Gallon Drum)	1	DRUM		
5	Phosphate B-206 (30 Gallon Drum)	1	DRUM		
6	Caustic 20% (5 Gallon Bucket)	5	BUCKET		
7	Amine B-400 (5 Gallon Bucket)	2	BUCKET		
8	Closed Loop Inhibitor Hot & Cold C-456 (30 Gallon Drum)	3	DRUM		
9	Chlorine Tablets (5 Gallon Drum)	16	DRUM		
10	Tolytriazole Reagent	4	EACH		
11	Phosver III Reagent	4	EACH		
12	Silica Kit Reagent 1-2-3	6	EACH		
13	EDTA Titrant (1 Gallon Bottle)	3	BOTTLE		
14	Conductivity Standard (Quart)	2	EACH		
15	N/50 Sulfuric Acid (1 Gallon Bottle)	1	BOTTLE		
16	Potassium Iodate (1 Gallon Bottle)	2	BOTTLE		

17	Sodium Hydroxide (Quart)	3	EACH		
18	Starch Indicator (Quart)	2	EACH		
19	TDS Neutralizing Solution (Pint)	2	EACH		
20	PH 7 Buffer (Pint)	1	EACH		
21	PH 4 Buffer (Pint)	1	EACH		
22	Magnesium Anodes	25	EACH		
23	Water Testing Kits Palin Test	10	KIT		
24	PH/Conductivity Meter Tph1	1	EACH		
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>			<b>TOTAL AMOUNT FOR CHEMICALS</b>	

**END OF APPENDIX B: UNIT PRICE TABLE**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

**EXHIBIT B**  
Scope of Work

**PROJECT**

Provide water treatment chemicals and monthly service to cooling towers at the Glendale Municipal Office Complex, Main Public Safety Building, Glendale Regional Public Safety Training Complex, Main Library, Foothills Branch Library, Velma Teague Branch Library, Civic Center, Western Area Water Treatment Plant, Foothills Aquatic Center, and other services on an as-needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WATER & ENERGY SYSTEMS TECHNOLOGY, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is in accordance with Section 3 of this agreement.

**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 \$200,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

City shall pay Contractor compensation in accordance with the rates as set forth in the Pima County Procurement Department Contract, No. 1700000000000000009, for Water Treatment Chemicals and Supervisory Services.