

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 16-098

RFP ISSUE DATE: 16-098

Commodity Code(s): 008-02, 098-16

PROCUREMENT DESCRIPTION: Line Jetting Services and Disposal

PROPOSAL DUE DATE/TIME: **Tuesday, December 22, 2015, 3:00 P.M. Local Time**
Late proposals will not be considered.

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): Wednesday, December 09, 2015, at 2:30p.m. at the City of Tempe History Museum, Located at 809 E Southern Avenue, Tempe, Arizona 85282. (Next to the Tempe Public Library).

DEADLINE FOR INQUIRIES: Monday, December 14, 2015, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings, CPPB E-mail: Ted_stallings@tempe.gov Phone No: 480.350.8617

Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page www.tempe.gov/procurement and at the Procurement Office reception counter.

A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene

Michael Greene, C.P.M.

Central Services Administrator

Vendor's Offer

“Return this Section with your Response”

Offeror must complete, sign and submit an original of this form to the City Procurement Office with the proposal response. An unsigned “Vendor’s Offer”, late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit To Information

Company Name (as it appears on invoice): _____

Company Payment Remit To Address :

Street Address: _____

City, State, Zip: _____

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City’s Master Card for payment?

Yes ☐ No ☐

Will your company accept Payment via ACH (Automated Clearing House) for payment?

Yes ☐ No ☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor’s Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe (“City”) in the sequence specified herein, on the forms attached hereto, including Vendor’s Offer, Form 201-B (RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal’s number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal’s number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor’s proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
9. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
10. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
11. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
12. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
13. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (<http://documents.tempe.gov/sirepub/web>).
14. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on the City Clerks web site at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and website for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

15. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.
16. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
 - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.
17. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

18. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

19. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

20. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

21. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

22. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

23. **Code Governance**: Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
24. **Public Record**: Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar

occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

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

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
- City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280
- [Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]
- Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.
26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
38. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
39. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
40. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon’s permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
41. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor’s warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City’s satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

42. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
43. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
44. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
45. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
46. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for 140 days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of five (5) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.
7. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

8. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

9. **Change Order:** The City Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's Proposal and price response.

10. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

11. **Insurance:**

A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$4,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which

coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

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

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

- G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
12. **Contractor's Pollution Liability:** Contractor's pollution liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the Contractor as specified in the Contract's scope of work and which shall include:
- i. Bodily injury sickness, disease, death, mental anguish or shock;
 - ii. Property damage, including physical injury, to or destruction of property Including loss of use, clean up costs, and loss of use of property not physically injured nor destroyed; and
 - iii. Defense costs, including charges and expenses for investigation and claims adjustment.
13. **Payments:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of an itemized invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
14. **Contract Submittal:** Offeror is to furnish a copy of its proposed contract with its proposal response. Contractual considerations are an important evaluation factor and will be considered in making an award decision. Any proposed contract should be tailored to the specific requirements of the City's Request For Proposal and overall conformity with the City's Request for Proposal requirements. The failure of an Offeror to reach an acceptable contract to the satisfaction of the City will result in proposal rejection.
15. **Job Site Requirements and Clean-Up:** Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the Project pending inspection by the City or its agent. Contractor hereby agrees to the following as to the job site:
- A. Continually keep the job site free from debris, waste and accumulation of materials;
 - B. Immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary;

- C. Keep machinery clean and free of weeds and debris;
- D. Remove all construction stains, smears and debris from finished surfaces;
- E. Perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and,
- B. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.

16. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the Contractor.

17. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor, the Contractor shall restore at no cost to the City of Tempe, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City of Tempe has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

18. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City of Tempe. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.

19. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this Contract and updated every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.

20. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City of Tempe on all required insurance documents.

21. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel and appropriate personal protective equipment ("PPE") suitable for the work conditions, (i.e., hand, eye, ear, face, protection, etc.) and appropriate clothing Monitoring of safer work performance will be performed by City staff.
22. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way

(a) For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:

- 1) *Motor vehicle* means any vehicle required to be licensed or registered under the laws of the state.
- 2) *Protective devices* include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, and any other traffic-control device as required by the City.
- 3) *Right-of-way* means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.
- 4) *Worker* means any person whose duties cause his presence in the right-of-way.

(b) No person shall perform any work within the right-of-way until he is properly equipped with protective devices.

(c) orange shirts are acceptable for daytime use

(d) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise).

Scope of Work

The purpose of this Request for Proposal (RFP) is to seek proposals from qualified firms to provide line jetting services to serve restaurants, food service establishments, and other industries that are members of the Tempe Grease Cooperative (TGC). The contract period will be one (1) year, with an option to extend the contract for five (5) additional one (1) year periods per the terms and conditions of this RFP. The Contract may be renewed at the City's discretion and only if the Contractor has provided high quality service with demonstrated cost containment efforts.

The Contractor(s) will serve restaurants and other food service establishments in Tempe, within which approximately nine-hundred and fifty (950) restaurants operate; over one hundred (100) of which are currently TGC members.

If the proposal represents offerings to be made by different firms or organizations, the City of Tempe will enter into a contract only with the proposer and will require the proposer's organization to assume full responsibility for the total project, no matter the role of proposal sub-contractors.

Award of Contracts

To ensure that the City fulfills current and future obligations, the City reserves the right to award contracts to multiple firms. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

The City anticipates awarding contracts to 3 to 5 firms to provide line jetting services.

Mandatory Minimums

The following requirements have been identified as mandatory minimums for this procurement. Firms that do not meet any or all of these mandatory minimums will be deemed non-susceptible and removed from the evaluation process.

- The Proposer must be licensed to do business in the State of Arizona.
- The Proposer must have equipment and trained staff necessary to effectively hydro-jet up to 200 feet of private sewer service line up to 4" in diameter.

Minimum Qualifications of the Staff

- Liquid waste vehicle operators must obtain and maintain required commercial driver's license.
- Proposer's managing employees should have a minimum of five years of experience performing industrial vacuum cleaning and jetting services

RFP Communications/Inquiries

Upon release of this RFP, all communications shall be directed in writing via Email to the Procurement Officer listed below. No other agency official or employee is empowered to speak for the City with respect to this procurement. Unauthorized contact with any employee of any department within the City of Tempe may result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding on the City. All e-mail communications must contain the RFP number in the subject line.

Contact the following individual for clarification of this RFP:

Ted Stallings
Procurement Officer
Tempe Procurement Office
Ted_stallings@tempe.gov

Pre-Proposal Conference

The City has scheduled a Pre-Proposal Conference to be held on Wednesday, December 09, 2015, at 2:30p.m. at the City of Tempe History Museum, Located at 809 E Southern Avenue, Tempe, Arizona 85282. (Next to the Tempe Public Library).

At the pre-proposal conference, proposers may ask questions; however proposers are reminded that no answers issued verbally at the pre-proposal conference are binding on the City. Also, no information provided at the pre-proposal conference, unless it is later issued in writing, is binding on the City. Proposers are encouraged to put their questions in writing after the pre-proposal conference and e-mail them no later than one (1) business day following pre-proposal conference. Please make sure all communications/inquires follow the policy listed above.

Economy of Proposal

Proposals should be prepared simply and economically, providing straightforward and concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representation beyond that sufficient to present a complete and effective proposal are neither required nor desired.

Line Jetting Scope and Specifications Section

Definitions

- Contractor: Such private firm designated by the City for the jetting of drain lines at food service establishments
- Equipment: shall mean all vehicles, machinery, tools, and equipment, as well as related supplies and materials reasonably necessary for the Contractor's performance.
- Grease Trap/Interceptor: A unit or chamber that allows for the collection of grease from an influent liquid stream by reducing the flow velocity of the influent liquid stream. In a grease trap, the inlet **and the** outlet **are** both located at the same vertical level, at, or very near, the bottom of the unit/chamber; the outlet of the grease trap is connected to a sanitary sewer system. A grease trap is not designed to separate sediments and water. Grease trap waste includes waste from grease traps or grease interceptors which was placed in the drains prior to entering the sewer system at food service and processing establishments and other similar establishments.
- Request for Service: The City will contact the Contractor requesting service at a specific location with the nature of the request. This request may be in the nature of a telephone call, email, or facsimile (FAX), and/or in writing.

Background

The City of Tempe has up to nine-hundred fifty (950) restaurants and other food service establishments throughout the City to be serviced under the contract. Because enrollment is voluntary, and because enrolled members are not required to utilize jetting services under the contract, the number of participating restaurants may vary significantly within each Contract period, and no minimum enrollment of participating restaurants is assured or guaranteed. Currently, there are nearly 95 TGC members.

This Request for Proposals is intended to describe the minimum scope of services for the Line Jetting Services Contract. Proposers are encouraged to submit proposals that exceed the minimum specifications stated herein.

Objective

The City, in its desire to contribute to a better quality of life for City residents, seeks one or more firms or qualified contractors to:

- Provide both efficient and economical hydro-jetting services.
- Provide discounted services based on the scale of services provided or the number of participating restaurants.
- Maintain positive communications with the City and the customer.

Line Jetting Scope of Services

The services shall consist of the items contained in this RFP and resulting Contract to hydro jet drainage lines upstream and downstream of grease traps and interceptors as directed by the City or a participating restaurant. The Contractor shall, at its own cost and expense, furnish trained personnel and appropriate well maintained equipment of the highest quality to provide drain line hydro jetting services. All services shall be provided in accordance with or above the level of performance as set forth in this RFP and resulting Contract.

Line Jetting Service

Service shall be provided upon request from the City or participating restaurants and food service establishments within the TGC.

Precautions/Training

Because of the very high pressures involved, hydro-jetting is potentially dangerous if used incorrectly. It is, therefore, necessary that personnel required to operate high pressure water jet cleaning equipment are trained and competent in the correct use of the equipment, before using the equipment. Training outlines are to be provided and documentation of training of personnel shall be provided to the City.

The following safety precautions shall be observed when hydro-jetting is in progress:

- A Responsible Person shall be designated for controlling all work involving hydro-jetting.
- All operating areas shall be barricaded off with suitable barriers to prevent accidental entry of unauthorized personnel.
- Signs should have wording to the effect - DANGER HIGH PRESSURE WATER IN USE, KEEP OUT. AUTHORIZED PERSONNEL ONLY.
- Traffic cones are to be used to secure/block the work area.
- Entry into the area must be authorized by the Responsible Person.
- If not trailer mounted, all high pressure equipment shall be grounded before work starts and during operation, to prevent the development of electrostatic charges between the jet head and the workplace.
- Appropriate personal protective equipment shall be worn when operating high pressure water jet equipment.
- All high pressure equipment shall be isolated and depressurized before being left unattended.
- Correct safety instruction shall be provided before the use of any rental equipment being used for high pressure water cleaning.
- Repair and maintenance shall be in accordance with manufacturer's standards.

Hazards

When high pressure water jet cleaning (hydro-jetting) is in progress, the particular hazards are:

- Piercing of the skin by the water jet,
- Flying debris from the cleaning operations,
- Release of hazardous materials into the atmosphere from dislodged deposits,

- Noise of the cleaning operation that may damage hearing or drown out the sound of an alarm,
- Difficulty in breathing in confined space due to the high water vapor content in the air,
- Electrostatic charging of nozzles and poles.
- Reactive force generated by the discharge of water, creating a backward thrust against the nozzle holder.

Equipment

The Contractor, at its sole cost and expense, agrees to furnish, all equipment and labor which are reasonably necessary to adequately, efficiently, economically, and properly collect and transport grease trap and interceptor waste from facilities serviced by the Contractor in accordance with this Contract. The equipment shall be maintained in a safe, clean, and efficient working condition throughout the term of the Contract and any renewal period. Such equipment shall be maintained and/or painted as often as necessary to preserve and present a well-kept appearance. The Contractor shall establish a regular preventative maintenance program for all repairs to the equipment. The Contractor shall clean equipment on a regular basis or more frequently as may be necessary to maintain sanitary and safe working conditions and to ensure that equipment is not unsightly during service. The Contractor will provide equipment that will accommodate public streets and alleys. The Contractor shall, if necessary, hand-clean all spillage resulting from service activities.

All high pressure water jetting (hydro-jetting) cleaning equipment shall be fitted with actuating devices that require positive effort by the operator, (hand or foot) to keep the supply valve open. In addition, the following requirements for hoses shall, where practicable, be observed:

- The hydro-jetting equipment shall be capable of producing 4,000 psi.
- The hydro-jetting equipment shall be capable of producing a minimum of 10-gallons per minute at full operational pressure.
- The length of hose shall be at a minimum of 200-feet in length.
- The water supply tank shall have a minimum of 200-gallon storage capacity.
- Hoses used for high pressure cleaning shall have a bursting pressure at least 2.5 times that of the intended operating pressure.
- Hoses shall be tagged to indicate working pressure; date brought into service and predicted life expectancy. Hoses with exposed reinforcing wire shall be disposed of or repaired immediately.
- Damaged or faulty equipment shall not be used and shall be tagged OUT OF SERVICE and repairs completed.
- Prior to use of repaired equipment, a statement of repair must be provided to the City.
- Care shall be taken when laying out hydro-jet hoses on the ground to avoid constant pulsation damage, especially at corners of structures.
- Couplings shall be of such a design that they are unable to loosen or be accidentally dislodged during operation.
- Hose shall be marked off in ten (10) foot increments.

Running of lines

Upon arrival to the job site the Contractor shall:

- Prepare a work order provided by the City.
- Photo document the location of the sewer line to be hydro-jetted.
- Place the tow vehicle and trailer (if trailer mounted) in a manner to be as close to the clean-out of the line to be hydro-jetted, taking caution not to cause and/or create damage to the restaurant property and landscaping. If placement of equipment is deemed difficult the City will discuss with the restaurant to determine the appropriate location.
- Deploy all required safety signage and traffic cones.
- Use of proper Personal Protective Equipment.
- Connect the supply hose to a potable water source approved by the City.
- Fill the supply tank only through an approved air-gap.
- The Contractor shall determine the approximate distance of the line to be hydro-jetted and note on work order.
- By use of proper tools the clean-out of the line to be hydro-jetted shall be removed and placed in a secure location.

- The most appropriate hydro-jetting head shall be placed onto the hydro-jetting line.
- The hydro-jetting line shall be placed into the clean-out in a manner to prevent the hose from backing out of the line when initial pressure is applied.
- The hydro-jetting unit shall be started, brought to proper operating temperature per manufacturer's recommendations.
- Without use of pressure, the hydro-jetting hose shall be pushed at least three (3) feet into the drain line.
- Once the hydro-jetting hose is in the drain line, pressure shall be applied to further propel the hydro-jet hose.
- Full working pressure shall not be used until such time the location of a blockage (if present) is determined.
- During routine maintenance only minimal pressure shall be used to propel the line to the approximate end of the sewer service.
- When the hydro-jetting hose is fully extended to the anticipated length, the operator shall increase the pressure to approximately three quarters (3/4) operating pressure.
- The operator shall slowly retrieve the hydro-jetting hose, allowing the jets to properly scour the pipe.
- The operator shall observe, as best as possible, any flow / debris being flushed as the hydro-jetting hose is being retrieved.
- Upon retrieval, prior to removing the hydro-jetting hose from the clean-out, the hose shall be propelled into the sewer service a second time, again at minimal pressure.
- When the hydro-jetting hose is fully extended to the anticipated length, the operator shall increase the pressure to approximately three quarters (3/4) operating pressure.
- The operator shall slowly retrieve the hydro-jetting hose, allowing the jets to properly scour the pipe.
- Upon retrieval, prior to removing the hydro-jetting hose from the clean-out, the pressure shall be reduced to the off position and the hose shall be returned fully to the reel.
- The clean-out cover shall be replaced and properly secured.
- The equipment shall be removed from the site.
- The Contractor shall inspect and photograph the site upon completion, noting any problems on the work order.

Penalties/Damages

In addition to other remedies and damages specified in this Contract and available under the law, damages shall be deducted from the Contractor's monthly compensation for non-delivery of service as is applicable for the following reasons:

- Failure to honor a "Request for Service" as required by this contract shall be Ten dollars (\$10.00) per account plus Five dollars (\$5.00) per day of non-service after the first day.
- Failure to provide records or notifications: The City reserves the right to levy damages against the Contractor for not providing records or notifications to the City as set forth in this RFP and resulting Contract. The damages shall be one-hundred (\$100.00) dollars-per week, per record that is not provided to the City in accordance with this RFP and resulting Contract.

The Procurement Officer or designee has the right to waive any applicable penalties or a portion thereof at his/her discretion.

Additional Specifications

Notification

Contractor shall notify City of any failures, malfunctions, or problems with any component of the wastewater collection system that needs to be serviced immediately.

Emergency Services

The Contractor's primary phone number shall be answered by a live person 24 hours per day, seven days per week. Customers may request service without five business days' notice and/or outside of the Standard Service Hours. All such services shall be provided at the Emergency Services rate, set forth in the RFP Price sheet and approved by the City. If requested by the Customer, all Emergency Services must be conducted within five hours of being requested.

Documentation

The contractor shall document all procedures used on a checklist approved by the City

Hours of Operation

All collections shall be made as described herein. The Contractor must be able to provide routine service Monday through Saturday and emergency service seven days per week, as the City deems necessary.

Holidays

The following shall be holidays for purposes of this contract:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day-After Thanksgiving Day
- Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of service on the holiday, but the Contractor must meet their obligation as required by this contract. The Contractor shall be responsible for providing make-up services for all routes that occur on the specified holidays. The make-up collections shall be made on the following day of the same week that the holiday occurs, whenever possible.

Complaints

The Contractor shall within thirty (30) days of the effective date of contract award establish a written procedure for handling all service complaints from the City or participating facilities. A copy of such procedure shall be kept at the local office of the Contractor and be provided to the City Procurement Officer within such thirty (30) day period. At a minimum the complaint procedure shall provide that all complaints will be addressed within two (2) business days of receipt of such complaint and shall be promptly resolved. The Contractor shall notify the City, by phone or email, of any complaints received directly from participating facilities within 24 hours of receiving such complaint. Further the Contractor shall supply the City with copies of all complaints, at least monthly, indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. In addition the Contractor will keep a telephone log on all customer related phone calls, both incoming and outgoing calls, and shall supply the City with a copy upon request.

Compliance with Laws and Regulations

Compliance with laws and regulations (environmental and non-environmental) set forth by regulatory agencies is required. These agencies include, but are not limited to, Occupational Safety & Health Agency (OSHA), Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ), Maricopa County Environmental Services Department, and any other regulatory agencies.

The Contractor, its officers, agents, employees, contractors, and subcontractors shall abide by and comply with all laws and regulations, federal, state, and local. It is agreed and understood that, if the City calls attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors and subcontractors, the Contractor shall immediately cease from and correct such violation. Violations of federal, state, or local laws may be subject to criminal prosecution by the City or other local, state, or federal agency with jurisdictional authority.

Health and Safety

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the contractor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

Contractor shall establish and enforce in its operations and among its employees directives in regard to cleanliness and collection of grease trap and interceptor waste to prevent the inception and spread of diseases and to effectively prevent the creation of a nuisance on any property.

The Contractor shall comply with all applicable federal, Occupational Safety and Health Administration, state, and local safety and health regulations, ordinances, and requirements.

Confined Space Work

When work is to take place in a confined space, a Confined Space Plan must have been approved as acceptable by the City of Tempe's Confined Space Program Administrator. Confined Space permits, air monitoring records, and safety equipment inspection records must be made available to the City for inspection at any time during the Contract term.

The Contractor shall provide upon request, a copy of its written health and safety program and any required employee training records or certificates. During work performed under this contract, all injury and illness reports shall be submitted to the City monthly.

The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

License, Permits and Taxes

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract), and promptly pay all taxes, required by the City, Maricopa County and State of Arizona.

Records

The Contractor shall provide the City with a monthly report of all customer service provided. The City shall have the right to review the books and records kept incident to the operation of the Contractor's business. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor. Contractors providing trap and interceptor services shall provide the City with a monthly report of all customer traps and/or interceptors, including date of last service, date of next scheduled service, size of trap or interceptor, amount of waste collected and disposed of, location of disposal, and results of inspections.

New Facilities and Premises Changes

The city shall notify the Contractor of changes to the list of participating facilities in writing or facsimile (FAX). The Contractor shall revise schedules to include premises changes and provide revised schedules to the City for review and approval.

Contractor's Local Office

- Local Office and Responsible Local Manager: Throughout the term of the contract, the Contractor shall maintain a local office the Phoenix metropolitan area. The head of such office shall be an authorized manager and shall designate in writing the agent upon who all notices may be served from the City. Service upon the Contractor's agent shall always constitute service upon the Contractor.
- Hours: At a minimum, the Contractor's local office shall be open during the hours of 8:00 A.M. and 5:00 P.M., local time, Monday through Friday, so that Customers can lodge complaints, requests for information, and requests for service.
- Staffing: The Contractor's local office shall have a responsible person in charge on collection days, shall be equipped with sufficient telephones, a toll free or local telephone number (which may be handled at another location for calls from the general public and customers), and shall have sufficient personnel to receive telephone calls. Personnel shall receive calls in a courteous and polite manner, record all complaints, and resolve all complaints in an expeditious manner within two (2) business days. After hours communications shall be provided by the Contractor through use of a live person.

Right of Inspection

The City hereby reserves the right to inspect and evaluate the Contractor's operations relating to its performance hereunder either on a continuing or random inspection basis.

Contract Pricing/Fees for Services

All fees charged for services resulting from award of contract must be identified and listed on the Proposal Price Sheet. **Contractor may not charge its customers or the City any hidden costs or add on fees for services not described within the Contractor's response.**

The Contractor shall propose to the City on RFP Price Sheet a schedule of rates for services provided or available.

The base price for each specified service and/or condition shall be the price set forth in RFP Price Sheet, as proposed by the Contractor, and including discounts specified in the RFP price sheet.

Additionally, the Contractor shall reduce pricing at any time when the City identifies a disposal option that costs less than disposal options previously utilized by the Contractor. Pricing reductions shall correspond to the net change in disposal costs should the City direct the Contractor to utilize a specific, less costly, disposal option.

In the event the Contractor provides like services independent of the contract within City boundaries at prices lower than prices established through the contract, the lower price shall also be provided to the City under the contract(s).

Pricing

Proposers can propose pricing for all services or only those they are interested in offering. Please complete the RFP Price sheet and return with response.

Billing and Collection

The Contractor shall provide a monthly bill to the City with a breakdown of fees for each service at each premises. Contractor must provide the City with monthly billing within 10 business days for services performed in the previous month.

Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Demonstrations/Site Visit/Interviews

The top scoring firm(s) will be required to demonstrate its proposed solution at no additional cost to the City. Proposers that refuse an invitation to demonstrate their proposed solution will be removed from further consideration in the RFP evaluation process.

Proposal Questionnaire

Proposal Questionnaire will be used to determine which proposed solution is in the best interest of the City. The City is the sole judge as to determining what is in the best interest of the City.

Proposers must read and complete Proposal Questionnaire of this RFP and provide any documentation required to support the answers to each Question. Questionnaire that are designated as mandatory are needed to satisfy a required task or performance criteria.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

Proposal Questionnaire
“Return this Section with your Response”

Proposal Questionnaire Instructions

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations, if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

Responses to proposal questionnaire and related documents, exhibits, etc. are to be organized in the same sequence as presented in the questionnaire. Supporting documents, exhibits, etc. not clearly identified to a correlating question will not be evaluated. The evaluation committee shall have the final determination as to what is considered “clearly identified”.

Mandatory Compliance – Questions 1 through 2

Firm expressly certifies that together with its sub-contractor(s) it fully meets or exceeds all the requirements listed below and that it has the commitment and resources to satisfy these requirements. A “No” response to any one question (1 through 2) will remove your firm from the evaluation process.

1. The Proposer must be licensed to do business in the State of Arizona.
2. The Proposer must have equipment and trained staff necessary to effectively hydro-jet up to 200 feet of private sewer service line up to 4” in diameter.

Yes	No

How to Respond

The proposer should provide a concise explanation of its capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. **DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail.**

You may provide exhibits should you believe that this would be beneficial. However, all proposals submitted for evaluation must include, but are not limited to, answers to the questions in this questionnaire as presented below:

Proposers must respond to each question by using the response box provided, failure to do so may result in your firm’s response being found non-responsive.

A. Firm’s General Experience and Qualifications

1. Provide a brief history of your firm.

Response:

- 2.. Please provide a written statement that firm currently has the resources to perform the services describe in the RFP for the services proposed by your firm.

Response:

3. Describe your firm’s customer service and management philosophy’s; also include your firm’s mission statement and approach to the delivery of proposed services to your clients.

Response:

4. Provide the address of the office location that will service the contract/account.

Response:

5. Number of years your firm has provided proposed services?

Response:

6. Provide an overview of proposed services in Tempe.

Response:

7. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under. Please state any mergers or acquisitions during the past ten years.

Response:

8. Has your firm ever been the subject of enforcement action for improper disposal of liquid waste?

Yes

☐

No

☐

If yes, please explain

Response:

9. Within the previous five (5) years has your firm been debarred from contracting with any local, state, or federal governmental agency?

Yes

☐

No

☐

10. Within the previous five (5) years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?

Yes

☐

No

☐

11. Is your firm in the process of or in negotiations toward being sold or merged with another firms?

Yes

☐

No

☐

If yes, please explain.

Response:

12. Has your firm had any Internal Revenue Service (IRS) related liens assessed in the last 10 years?

Yes

☐

No

☐

13. Is your company currently involved in arbitration for any reason?

Yes

☐

No

☐

If yes, please explain.

Response:

14. Does your firm have the required business licenses to do business in the State of Arizona?

Yes

☐

No

☐

B. Firm's Key Personnel Experience and Qualifications

Contract Manager

1. Provide the Contract Manager contact information that will be assigned to resulting contract. The Contract Manager will be responsible for the overall management of the contract.

Relationship Manager Name: _____
Phone Number: _____
Cellular Phone: _____
E-mail Address: _____
Fax Number: _____

2. Please provide the total number of employees that will be assigned to provide the jetting services described in the RFP if awarded a contract.

Response: _____

3. Will all of your employees that will be providing the services described in the RFP have and maintain the appropriate State of Arizona driver's licenses? Yes ☐ No ☐
4. Do your firm's managing employees have five or more years of experience performing industrial jetting services? Yes ☐ No ☐

C. Equipment

1. Please describe and provide the number of vehicles that will be used in the performance of the services described in the RFP.

A vehicle is described as a means of carrying or transporting a person and/or equipment, product, etc.

Response: _____

2. Please describe the equipment that will be used in the performance of the services described in the RFP.

Response: _____

D. References -

1. Provide three (3) commercial references, which your firm has provided services similar in nature to the Scope of Work in the RFP for the last six (6) consecutive months within the City of Tempe. Please provide the following information for each reference given:

- Name of agency/firm
- Contact person(s)
- Phone number
- E-mail address
- Number of employees
- Services provided
- Service dates
- Contract value (\$ per service)

The evaluation committee reserves the right to contact references provided by Offeror.

Reference #1

Reference #2

Reference #3

The City reserves the right to contact references not provided by offeror to fully explore the capabilities of the offering firm.

E. Acceptance and Compliance of RFP Terms and Conditions

1. Does your company accept all terms and conditions of this solicitation? Yes ☐ No ☐

If no, please tell us which terms and conditions you are taking exception to.

Response:

2. Will your firm require the City to sign a separate agreement or contract if selected for award of contract? Yes ☐ No ☐

If yes, please submit with response to RFP. Firms that fail to submit a separate agreement will not be allowed to submit this agreement in the future.

3. If a separate agreement or contract is required, what process will your firm use to negotiate the agreement if it conflicts with this RFP terms and conditions?

Response:

Proposal Checklist For Submittals and Submittal Guidelines

“Return this Section with your Response”

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your submittal.

Please include any information or documents that will clarify your submittal.

Description		Included √	City Use
1.	One signed and complete original of the proposal response		
	a. Vendor's Offer – Form 201-B (RFP) has been signed and included with response		
2.	Six (6) complete hard copies of the proposal.		
3.	Questionnaire has been completed and included		
4.	Proposal Questionnaire exhibit (s)		
5.	Price Information completed and included. <u>Must be submitted in Microsoft Excel format.</u>		
6.	Provide copy of proposed contract with proposal response.		
7.	Any addendum(s) have been included		
8.	Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).		

Submittal Guidelines

- All hard copies must be indexed or tabbed in the manner prescribed below.
- All submittals are to be prepared on 8 1/2" X 11" paper and printed on one (1) side only.
- Summited in an appropriately size tabbed binder as follows:
 - TAB A
 - Proposal Checklist For Submittals and Submittal Guidelines.
 - Vendor's Proposal Offer" (Form 201-B)
 - Addendums.
 - Signed and Completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).
 - TAB B - Proposal Questionnaire completed and included.
 - TAB C - Proposal Questionnaire exhibit(s).
 - TAB D - Price Information completed and included.
 - TAB E - Provide copy of proposed contract with proposal response.
- Tabbing applies to all hard copies

Proposers are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important.

Proposer's questionnaire exhibits that are not clearly marked to which questionnaire question it applies to will not be read and evaluated causing your firms score to be lowered.

Evaluation Criteria

Evaluation Process (Mandatory Requirements): Proposal responses will be evaluated through a two phase process as indicated below:

Phase One – Evaluation committee composed of City staff will review the responses and score them according to the criteria identified below.

Phase Two – After proposal responses have been scored, the evaluation committee will determine if any firms should be removed for non-susceptibility based on their overall score within the competitive range established. Those firms retained may be invited for interviews, negotiations, site visits, and best and final Offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

The information and answers provided on the attached questionnaire will be used to evaluate proposals. The criterion shown below follows and incorporates the questionnaire categories. In evaluating a firm's overall experience and competence to perform the stated work, the City may rely on additional resources beyond the information provided by the firm.

Award Criteria	Weight
1. Firm's Experience and Qualifications	25
2. Employees	10
3. Equipment	10
4. References	20
• Ability of references to demonstrate a level of competence in performing required services contained in the RFP.	
5. Cost	40
6. Acceptance and Compliance of RFP Terms and Conditions.	7
• Firm's acceptance of City terms and conditions.	
• Is a separate negotiated agreement required?	
• Reasonableness of separate agreement.	
7. Overall response of RFP.	4
• Did the vendor's proposal provide all the necessary information requested in the RFP professional manner.	
• Did the proposal cause doubt regarding its ability to complete the necessary services/tasks.	
• Was the proposal easy to understand and did it provide answers to questions or create more questions.	
8. Interview/Site Visit – (if required and for applicable firms)	10
• Interview	
• Site Visit	

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring (0 to 10)

Outstanding	.	.	.	10
				9
Good	.	.	.	8
				7
				6
Average	.	.	.	5
				4
				3
Poor	.	.	.	2
				1
Not Addressed or Unacceptable				0

RFP 16-098 Pricing Section
“Return this Section with your Response”

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	UNIT	PRICE PER HOUR
1.	Line Cleaning (at time of a collection service; for lines between generator source and trap)	Per Hour or Part Thereof	\$0.00
* Applicable Tax _____ %			

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, Form 201-B (RFP) included in this Request for Proposal.**

Less prompt payments discount terms of ___ % ___ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:	Kimberly Leamy	Letters A – H and Numbers
	Ramona Zapien	Letters I – Z
	Alex Chin	General AP Inquiries and AP Checks



**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached.

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5), as well as in compliance with all City of Tempe ordinances, state and federal laws, executive orders, rules, and regulations relating to nondiscrimination.

Signature

Date: _____

Print Name

Title

Company

Addendum to Solicitation

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | 12/15/2015

This addendum will modify and/or clarify: | Solicitation No.: | 16-098

and is | Addendum No. | 1

Procurement Description: | **Line Jetting Services and Disposal**

Changes should be made as follows:

Questions to the RFP:

Question: The RFP states in the scope of work an estimated 950 facilities that would potentially need this service. To establish some of the answers in the qualifications document, would there be any estimation as to the frequency of the line jetting?

Response: **Because line jetting is a discretionary service, it is difficult to say what frequencies would be and how many restaurants would request service. Some restaurants may establish a pre-determined schedule and others may opt to schedule on an individual or as needed basis. There is no guarantee regarding the number of restaurants that would be serviced. Nonetheless, the Companies do not need to demonstrate a minimum number of services that they could provide, but shall provide a maximum number of services they could provide per week.**

Question: Is this a service that is placed on a scheduled route (i.e. facility 1,2,3 on Monday – 4,5,6,7 on Tuesday – etc.)?

Response: **Some services may be set on a schedule, and others may be individually scheduled.**

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

NAME OF COMPANY

BY NAME (please print) TITLE

ADDRESS (or PO Box)

TELEPHONE

CITY STATE ZIP

AUTHORIZED SIGNATURE

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit an original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: Nu Flow Services of Phoenix LLC

Vendor ID # 91184

Company Purchase Order Mailing Address:

Street Address: 3660 East Bridgeport Parkway

City, State, Zip: Gilbert, AZ, 85295

Contact Person: Eric Eaves

Phone Number: _____

E-mail Address: eric@nuflowphoenix.com

Cell Number: 602-481-1410

Remit To Information

Company Name (as it appears on invoice): Nu Flow Services of Phoenix LLC

Company Payment Remit To Address :

Street Address: 3660 East Bridgeport Parkway

City, State, Zip: Gilbert, AZ, 85295

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment?

Yes ☒ No ☐

Will your company accept Payment via ACH (Automated Clearing House) for payment?

Yes ☒ No ☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Eric Eaves
Signature of Authorized Offeror

Dec. 18, 2015
Date

Eric Eaves

Print or Type Name of Authorized Individual

Owner

Title of Authorized Individual

**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached.

OR

✓ I hereby certify No Flaw Phoenix (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5), as well as in compliance with all City of Tempe ordinances, state and federal laws, executive orders, rules, and regulations relating to nondiscrimination.

Eric J. Eaves
Signature

Eric J. Eaves
Print Name

No Flaw Phoenix
Company

Date: Dec. 18, 2015

Owner
Title

Proposal Questionnaire
"Return this Section with your Response"

Proposal Questionnaire Instructions

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations, if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

Responses to proposal questionnaire and related documents, exhibits, etc. are to be organized in the same sequence as presented in the questionnaire. Supporting documents, exhibits, etc. not clearly identified to a correlating question will not be evaluated. The evaluation committee shall have the final determination as to what is considered "clearly identified".

Mandatory Compliance – Questions 1 through 2

Firm expressly certifies that together with its sub-contractor(s) it fully meets or exceeds all the requirements listed below and that it has the commitment and resources to satisfy these requirements. A "No" response to any one question (1 through 2) will remove your firm from the evaluation process.

1. The Proposer must be licensed to do business in the State of Arizona.
2. The Proposer must have equipment and trained staff necessary to effectively hydro-jet up to 200 feet of private sewer service line up to 4" in diameter.

Yes	No
X	
X	

How to Respond

The proposer should provide a concise explanation of its capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. **DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail.**

You may provide exhibits should you believe that this would be beneficial. However, all proposals submitted for evaluation must include, but are not limited to, answers to the questions in this questionnaire as presented below:

Proposers must respond to each question by using the response box provided, failure to do so may result in your firm's response being found non-responsive.

A. Firm's General Experience and Qualifications

1. Provide a brief history of your firm.

Response:

Nu Flow leads the market in cleaning and rehabilitating small diameter pipe (3/4"-15" pipe sizes). Nu Flow was started in the early 80s and pioneered the "pull in place" CIPP process. This new process of pulling a structural liner in to the old pipe was able to navigate multiple elbows and turns greatly reducing the need to dig. This saved the property owner from very costly repairs to dig up and replace the clogged or worn out pipe. Proper cleaning of the pipe is very important. Nu Flow technicians are experts in jetting and using micro cutters to clean clogged and/or failing pipe. With more than 300 offices and licensees all over the world and over 30 years of experience, Nu Flow continues to perfect and bring new innovative ideas to the cleaning and rehabilitating of pipe.

The Nu Flow technology has been in Arizona for over 15 years. In 2014 Nu Flow officially established a licensee office in the Phoenix area. Paul Eaves and Calvin Comin, two of Nu Flow top technicians with nearly 20 years of combined experience with Nu Flow, were brought in to establish Nu Flow Services of Phoenix LLC. In a short period of time, Nu Flow Services of Phoenix has cleaned and or replaced over 100,000 feet of pipe and has established itself as a leader in cleaning and rehabilitating of small diameter pipes in the Phoenix Valley.

- 2.. Please provide a written statement that firm currently has the resources to perform the services describe in the RFP for the services proposed by your firm.

Response:

Nu Flow Phoenix has nearly 20 years of expertise in cleaning pipes. From root intrusion, to rocks, to grease build up, you name it and we have cleaned it. Nu Flow Phoenix has invested in acquiring the right equipment in order to provide customers with the highest quality of services. With trained employees and 24 hour service, Nu Flow Phoenix has the resources and ability to provide the services described in this RFP.

3. Describe your firm's customer service and management philosophy's; also include your firm's mission statement and approach to the delivery of proposed services to your clients.

Response:

Integrity, quality, and value sums up what Nu Flow Phoenix is all about. If the job did not get done right then we did not do it. Nu Flow Phoenix provides the highest quality of service and customer care. We are available 24 hours a day, 365 days a year. We know that restaurant owners and managers need to have their sewer and waste pipes working properly for them to do business. We also know that there are a lot of jetting companies that they can choose from. Therefore Nu Flow Phoenix has raised the bar when it comes to cleaning pipes and customer service. We provide before and after camera videos of the condition of the pipe each time the pipes are jetted. These videos are recorded on thumb drives and given to the costumer and also emailed to them for their records to be viewed at any time. This allows the costumer to see for themselves the condition of the pipe before and after it was cleaned. We use the best equipment on the market to provide the costumer with the best service possible at a great price. We are successful by knowing what we are doing and doing what we said we would do.

4. Provide the address of the office location that will service the contract/account.

Response:

3660 East Bridgeport Parkway, Gilbert, AZ, 85295

5. Number of years your firm has provided proposed services?

Response:

Nu Flow has over 30 years of experience. Nu Flow Phoenix is in its second year in Arizona.

6. Provide an overview of proposed services in Tempe.

Response:

Nu Flow Phoenix will provide customers with the highest quality of work and service in the time frame they need it. 24 hour emergency service. We provide expert service in the following:

- Over 20 years of experience in cleaning and rehabilitating cast iron, clay, orangeburg, ABS, and PVC pipe.
- Pipe inspection, leak detection, and pipe locating.
- Provide both efficient and economical hydro-jetting services upstream and downstream of grease traps and interceptors.
- Furnish trained and professional personnel and appropriate well maintained equipment of the highest quality to provide drain line hydro jetting services.
- Provide discounted services for restaurants and business associated with TGC.
- Maintain positive communications with the City and the customer.
- If pipes are cracked or damaged, we offer a no dig solution to rehabilitate through CIPP lining saving time and costly repairs to floors and restaurant grounds.

7. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under. Please state any mergers or acquisitions during the past ten years.

Response:

None.

- 8 Has your firm ever been the subject of enforcement action for improper disposal of liquid waste? Yes ☐ No ☒

If yes, please explain

Response:

9. Within the previous five (5) years has your firm been debarred from contracting with any local, state, or federal governmental agency? Yes ☐ No ☒
10. Within the previous five (5) years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes ☐ No ☒
11. Is your firm in the process of or in negotiations toward being sold or merged with another firms? Yes ☐ No ☒

If yes, please explain.

Response:

12. Has your firm had any Internal Revenue Service (IRS) related liens assessed in the last 10 years? Yes ☐ No ☒
13. Is your company currently involved in arbitration for any reason? Yes ☐ No ☒

If yes, please explain.

Response:

14. Does your firm have the required business licenses to do business in the State of Arizona? Yes ☒ No ☐

B. Firm's Key Personnel Experience and Qualifications

Contract Manager

1. Provide the Contract Manager contact information that will be assigned to resulting contract. The Contract Manager will be responsible for the overall management of the contract.

Relationship Manager Name: Eric Eaves

Phone Number: _____

Cellular Phone: 602-481-1410

E-mail Address: eric@nuflowphoenix.com

Fax Number: _____

2. Please provide the total number of employees that will be assigned to provide the jetting services described in the RFP if awarded a contract.

Response: 6

3. Will all of your employees that will be providing the services described in the RFP have and maintain the appropriate State of Arizona driver's licenses? Yes ☒ No ☐
4. Do your firm's managing employees have five or more years of experience performing industrial jetting services? Yes ☒ No ☐

C. Equipment

1. Please describe and provide the number of vehicles that will be used in the performance of the services described in the RFP.

A vehicle is described as a means of carrying or transporting a person and/or equipment, product, etc.

Response:

Two Dodge Sprinter Cargo vans and two work trucks.

2. Please describe the equipment that will be used in the performance of the services described in the RFP.

Response:

Cameras: Nu Flow Phoenix has invested in top of the line pipe inspection cameras. With 10" color monitors, self leveling camera heads, pipe locating, and digital recording to USB thumb drives, Nu Flow Phoenix can provided customers with accurate view of pipe condition before and after the cleaning process.

Jetting: The Mongoose 184 High Pressure Jetting Unit is the number one rated jetting unit on the market today. Trailer mounted, the Mongoose 184 produces **18 gallons per minute at 4000 PSI and has a 300 gallon water tank**. A heavy duty hose reel with **600 feet of high pressure jetting hose** mounted on a heavy duty swivel hose reel delivers pressurized cleaning water where needed. Operators can control Mongoose 184 from a conveniently located Nema 4 rated control panel or by the use of a full function wireless remote control system. The Mongoose 184 is a versatile unit, capable of cleaning sewer lines up to **18 inches in diameter or pipes 1" to 3"** in diameter with small diameter hose kits.

Micro Cutters: Some situations are not ideal for jetting, or jetting cannot do the job adequately. In such cases Nu Flow has micro cutters that can do the job. With cables from 15' to 100' lengths and many different types of cleaning heads, we have the ability to handle almost any cleaning situation.

Robotic Cutting System: MICRO Auto Plus 50m Cutting System. 3"-10" applications, pneumatic powered cutting motor with carbide bit. 164' of supply hose, cutting arm up/down is pneumatic, left/right is electrical, viewing Camera Cable is completely internal within the hose package, 3.5" LCD Monitor/SD recording.

D. References -

1. Provide three (3) commercial references, which your firm has provided services similar in nature to the Scope of Work in the RFP for the last six (6) consecutive months within the City of Tempe. Please provide the following information for each reference given:

The evaluation committee reserves the right to contact references provided by Offeror.

Reference #1

- Name of agency/firm: [Detroit Coney Grill](#)
- Contact person(s): [David Najor](#)
- Phone number: [480-219-7430](#)
- E-mail address:
- Number of employees
- Services provided: [Hydro jetted main sewer line. Provided before and after videos.](#)
- Service dates: [December 2015](#)
- Contract value (\$ per service): [\\$199.00](#)

Reference #2

- Name of agency/firm: [Nutrition 101](#)
- Contact person(s): [Sandra or Morris](#)
- Phone number: [480-966-0405](#)
- E-mail address:
- Number of employees
- Services provided: [Hydro jetted main sewer line. Provided before and after videos.](#)
- Service dates: [December 2015](#)
- Contract value (\$ per service): [\\$199.00](#)

Reference #3

- Name of agency/firm: [Arizona Donut Company](#)
- Contact person(s): [Lynn](#)
- Phone number: [480-968-1321](#)
- E-mail address:
- Number of employees
- Services provided: [Hydro jetted main sewer line. Provided before and after videos.](#)
- Service dates: [December 2015](#)
- Contract value (\$ per service): [\\$199.00](#)

The City reserves the right to contact references not provided by offeror to fully explore the capabilities of the offering firm.

E. Acceptance and Compliance of RFP Terms and Conditions

1. Does your company accept all terms and conditions of this solicitation?

Yes ☒ No ☐

If no, please tell us which terms and conditions you are taking exception to.

Response:

2. Will your firm require the City to sign a separate agreement or contract if selected for award of contract? Yes ☐ No ☒

If yes, please submit with response to RFP. Firms that fail to submit a separate agreement will not be allowed to submit this agreement in the future.

3. If a separate agreement or contract is required, what process will your firm use to negotiate the agreement if it conflicts with this RFP terms and conditions?

Response:

Equipment



mg-184-1007

A Sewer Equipment Company of America Brand

Mongoose 184 Jetting Unit

- 300 Gallon Water Tank
- Cat Diesel Power
- 18 GPM @ 4000 PSI MPLEX Pump
- 500 Feet Of High Pressure Hose
- Pulsation System
- 6000 Pound Axle
- Inlet Water Hose Reel
- Full Function Wireless Remote
- Dual Toolboxes
- Electric Brake System

1590 Dutch Road, Dixon, IL, 61021

www.mongoosejetters.com

1-800-323-1604

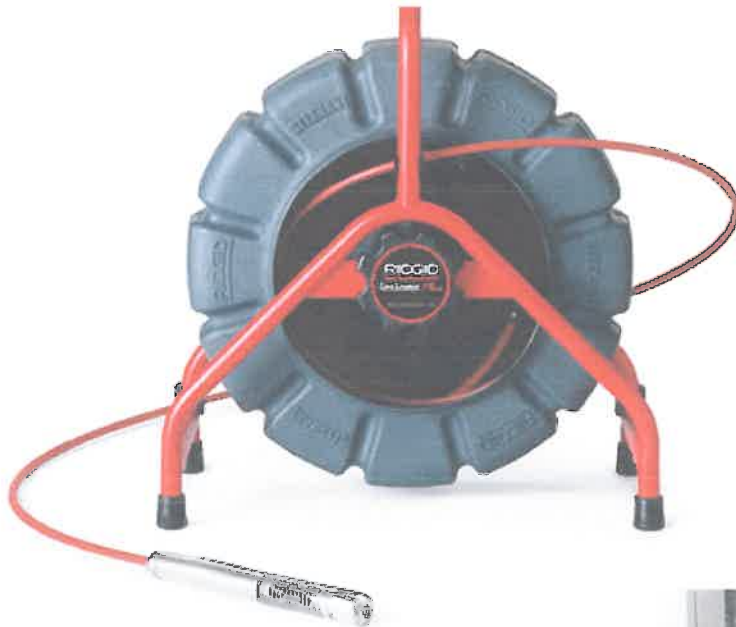
sales@mongoosejetters.com



SeeSnake® cs10™

Support Information & Resources

- CS10 Operators Manuals and Documentation
- Frequently Asked Questions
- YouTube Videos and Tutorials
- Detailed Instructions and Glossary
- Software Updates



RFP 16-098 Pricing Section
“Return this Section with your Response”

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	UNIT	PRICE PER HOUR
1.	Line Cleaning (at time of a collection service; for lines between generator source and trap)	Per Hour or Part Thereof	\$199.00
* Applicable Tax <u>8.1</u> %			

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, Form 201-B (RFP) included in this Request for Proposal.**

Less prompt payments discount terms of 5 % 20 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:

Kimberly Leamy
Ramona Zapien
Alex Chin

Letters A – H and Numbers
Letters I – Z
General AP Inquiries and AP Checks

City of Tempe
20 East Sixth Street
Tempe, AZ 85280
480-350-8321
www.tempe.gov



Internal Services
Procurement

September 21, 2016

Eric Evans
NuFlow Services of Phoenix
3660 E Bridgeport Parkway
Gilbert, AZ 85295
eric@nuflowphoenix.com

RE: 16-098 Line Jetting Services and Disposal

Eric,

Thank you for submitting an offer to the above referenced solicitation. In accordance with City procurement code, your firm is hereby invited to submit a Best and Final offer.

The City evaluation process has taken more time than expected for this solicitation. Because of these internal delays, the offer acceptance period for this solicitation has expired. As part of this Best and Final offer, the City is requesting that you agree to extend your offer until November 30, 2016 so that we have sufficient time to complete the award process.

	Check Appropriate Box
I accept the extension of the bid offer period	
I withdraw my submittal	
Name	Eric Eaves
Title	Owner
Signature	<i>Eric J. Eaves</i>

For all submitted services, the quoted pricing must be inclusive of all charges including, but not limited to, standard equipment and tools generally associated with the service, billing, delivery, hazardous materials fee, travel time, wait time, etc. The City will **not** pay fuel surcharges.

Hourly rate must be billed in 15 minute increments.

Cost for Scheduled Services

	Cost from Submission	Cost Best and Final	Comment
Monday through Saturday – 6am to 5pm	\$199.00	\$199.00	

Monday through Saturday 5pm to 6am	Not Stated	\$250.00	
Sunday		\$250.00	
Holidays – per City schedule	Not Stated	\$250.00	

Emergency Services

Question	Response
What do you consider an 'emergency service'?	After hours unscheduled service.
What is the cost for emergency service?	
Monday through Saturday – 6am to 5pm	\$199.00
Monday through Saturday 5pm to 6am	\$250.00
Sunday	\$250.00
Holidays – per City schedule	\$250.00
How far in advance does a cleaning need to be scheduled to be considered 'non-emergency'?	48 hours.

Cameraing of Lines

	Acknowledge Acceptance of Request	If NOT acceptable, state cost below
The City prefers that cameraing of lines is to be included in the stated fee	Yes	\$

Submit your best and final offer, on this form, no later than:

Friday, September 23, 2016 @ 3:00 pm local time.

Confirm receipt of this Best and Final Offer.

You can submit your Best and Final offer via email to my address below.

Please feel free to contact me if you have any questions.

Sincerely,

Tony Allen

Tony Allen
Procurement Officer

Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: T16-098-01

Nu Flow Services of Phoenix LLC
Attn: Eric Eaves
3660 E Bridgeport Parkway
Gilbert Az 85295

Contract Period 12/08/2016
To
12/07/2017

Phone: 602.481.1410

Vendor Number: 91184

Solicitation/Contract Requirements

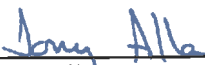
This Contract Award Notice is issued for purchase of **Line Jetting Services and Disposal** per the terms, conditions, specifications and requirements of **Solicitation # 16-098**. The contract shall remain in effect through **12/07/2017** unless extended, renewed or canceled per terms and conditions of **T16-098-01**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

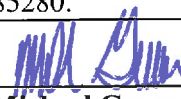
Item No.	Pricing Item Description	Unit	Price
1.	Line Cleaning (at time of a collection service; for lines between generator source and trap)	Per Hour or Part Thereof	\$199.00

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T16-098-01**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Attn: Katie Riemersma**, P.O. Box 5002 Tempe, AZ 85280. Statements **must** be mailed to: City of Tempe, **Attn: Accounting** PO Box 5002, Tempe, Arizona 85280.


Anthony Allen
Procurement Officer
480.350.8548


Michael Greene, C.P.M.
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document



Internal Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number T16-098-01
Contract Description Line Jetting Services and Disposal

Date 10/10/2017

91184
Nu Flow Services of Phoenix
Eric Eaves
3660 E. Bridgeport Parkway
Gilbert Az 85295

Renewal Information

Beginning 12/08/2017
Ending 12/07/2018
Renewal 1 of 5

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach price increase justification documentation. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Nu Flow Services of Phoenix certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Shireen Boone, CPPB, CPPO	480-350-8617	shireen_boone@tempe.gov
Procurement Specialist	Patricia Acosta, MPA	480-350-8618	patricia_acosta@tempe.gov

Contract Number T16-098-01
Contract Description Line Jetting Services and Disposal

Contractor's Name Nu Flow Services of Phoenix

Contractor's Mailing Address 3660 E. Bridgeport Parkway Gilbert Az 85295

Printed name of person signing

Eric Eaves

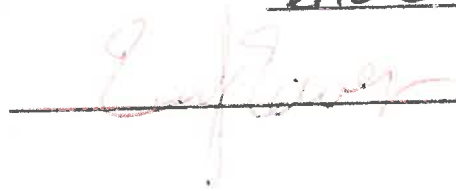
Phone Number

480 - 508 - 6634

email Address

eric@nuflowphoenix.com

Contractor's Authorized Signature



City of Tempe Contract Renewal Acceptance



Shireen Boone, CPPB, CPPO
Procurement Officer

Date



Michael Greene, CPM, CPPO
Procurement Administrator

Date

10-31-17



Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number T16-098-01
Contract Description Line Jetting Services and Disposa

Date 07/20/2018

91184

Nu Flow Services of Phoenix
Eric Eaves
3660 E. Bridgeport Parkway
Gilbert Az 85295

Renewal Information

Beginning 12/08/2018
Ending 12/07/2019
Renewal 2 of 5

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

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Procurement Officer	Shireen Boone	480-350-8617	shireen_boone@tempe.gov
Procurement Specialist	Patricia Acosta MPB	480-350-8618	patricia_acosta@tempe.gov

To Be Completed and Signed By Nu Flow Services of Phoenix

Contract Number T16-098-01
Contract Description Line Jetting Services and Disposa

Contractor's Name Nu Flow Services of Phoenix

Contractor's Mailing Address 3660 E. Bridgeport Parkway Gilbert Az 85295

Printed name of person signing

Eric Eaves


Phone Number

480-508-6634

email Address

eric@nuflowphoenix.com

Contractor's Authorized Signature



City of Tempe Contract Renewal Acceptance



Shireen Boone
Procurement Officer

7/31/18

Date



Michael Greene, CPM, CPPO
Procurement Administrator

7-31-18

Date



Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number T16-098-01
Contract Description Line Jetting Services and Disposa

Date 09/25/2019

91184

Nu Flow Services of Phoenix
Eric Eaves
3660 E. Bridgeport Parkway
Gilbert Az 85295

Renewal Information

Beginning 12/08/2019
Ending 12/07/2020
Renewal 3 of 5

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

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Procurement Officer	Shireen Boone	480-350-8617	shireen_boone@tempe.gov
CPPB, CPPO			
Procurement Specialist	Patricia Acosta MPB	480-350-8618	patricia_acosta@tempe.gov

To Be Completed and Signed By Nu Flow Services of Phoenix

Contract Number T16-098-01
Contract Description Line Jetting Services and Disposa

Contractor's Name Nu Flow Services of Phoenix

Contractor's Mailing Address 3660 E. Bridgeport Parkway Gilbert Az 85295

Printed name of person signing Andrea Ruiz

Phone Number 480-508-6634

email Address admin@nufLOWphoenix.com

Contractor's Authorized Signature



City of Tempe Contract Renewal Acceptance



Shireen Boone
Procurement Officer

10/1/19

Date



Michael Greene, CPM, CPPO
Procurement Administrator

10-1-19

Date

Contract Renewal Notice

Contract Number T16-098-01
Contract Description Line Jetting Services and Disposal

Date July 30, 2020

91184

Nu Flow Services of Phoenix

Eric Eaves

3660 E. Bridgeport Parkway

Gilbert Az 85295

Renewal Information

Beginning December 8, 2020

Ending December 7, 2021

Renewal 4 of 5

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

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Procurement Officer

CPPB, CPPO

Shireen Boone

480-350-8617

shireen_boone@tempe.gov

Procurement Specialist

Chantel Gonzales

480-350-8885

chantel_gonzales@tempe.gov

To Be Completed and Signed By Brewer Commercial Services LLC

Contract Number T16-098-02
Contract Description Line Jetting Services and Disposal

Contractor's Name **Brewer Commercial Services LLC**

Contractor's Mailing Address 1911 W. Parkside Lane Phoenix Az 85027

Printed name of person signing AJ Snyder

Phone Number 602 - 909- 9743

email Address aj. Snyder @ brewercompanies .com

Contractor's Authorized Signature

AJ Snyder.

City of Tempe Contract Renewal Acceptance

Kathleen Shipman 11/24/20
Shireen-Boone KATHLEEN SHIPMAN, CPPB Date
Procurement Officer

Justin Woodman 11/24/20
for Michael Greene, CPM, CPPO Date
Procurement Administrator



Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number T16-098-01
Contract Description Line Jetting Services and Disposal

Date October 4, 2021

91184

Nu Flow Services of Phoenix, LLC

Eric Eaves
3660 E. Bridgeport Parkway
Gilbert Az 85295

Renewal Information

Beginning	December 08, 2021
Ending	December 07, 2022
Renewal	5 of 5

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

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Procurement Officer	Kathleen Shipman CPPB	480.350.8617	kathleen_shipman@tempe.gov
Procurement Specialist	Patricia Acosta, MPA	480.350.8618	Patricia_acosta@tempe.gov

To Be Completed and Signed By Nu Flow Services of Phoenix, LLC

Contract Number T16-098-01
Contract Description Line Jetting Services and Disposal

Contractor's Name Nu Flow Services of Phoenix, LLC
Contractor's Mailing Address 3660 E. Bridgeport Parkway Gilbert Az 85295

Printed name of person signing Eric Eaves
Phone Number 480-508-6634
email Address admin@nuflowphoenix.com

Contractor's Authorized Signature 

City of Tempe Contract Renewal Acceptance

Kathleen Shipman 10-19-21
Kathleen Shipman CPPB Date
Procurement Officer

for Michael Greene 10/19/21
Michael Greene, CPM, CPPO Date
Procurement Administrator