

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 14-151

RFP ISSUE DATE: 06/24/2014

Commodity Code(s): 071-23; 127-23; 134-23

PROCUREMENT DESCRIPTION: Water Meter Change Out and Repair Services

PROPOSAL DUE DATE/TIME: **Thursday, July 24, 2014, 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): N/A

DEADLINE FOR INQUIRIES: Monday, July 14, 2014, 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

Form 201-B (RFP)

“Return this Section with your Response”

It is required that Offeror complete, sign and submit the 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 Mailing Address: _____
City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: _____ FAX: _____ E-mail: _____
<u>Company Tax Information:</u>
Arizona Transaction Privilege (Sales) Tax No.: _____ or
Arizona Use Tax No.: _____
Federal I.D. No.: _____
City & State Where Sales Tax is Paid: _____, _____
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) _____

Title of Authorized Individual (TYPE OR PRINT IN INK) _____

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

(H:/RFP 3-2008)

Date

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. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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>).
15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **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. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **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.
39. **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.
40. **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.

41. **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.
42. **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.

43. **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.
44. **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
45. **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.

46. **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.
47. **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 120 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 two (2) 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 four (4) 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 two (2) 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 twenty-four (24) 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 twenty-four (24) 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. **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.

10. **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 \$1,000,000 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 officer policy form CG2010 11/85 edition or any replacement thereof.

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. 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.
11. **Payments:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of itemized invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
12. **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.
13. **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,
 - D. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.
14. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. 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.
15. **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.

16. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.

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 (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. 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, flares 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.

Worker means any person whose duties cause his presence in the right-of-way.

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

(b) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.

(c) Following are a list of circumstances relative to the use of orange vests and/or orange shirts:

- 1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.
- 2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.
- 3) 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). The current City approved vests meet the current ANSI standards.

(e) These requirements apply to all persons; City personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.

(f) Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.

23. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

24. **Project Data and Documents:** The Contractor shall be entitled to rely upon the accuracy of all data furnished by the City, which is or may be used by the Contractor in the provision of services under this Contract. The Contractor has the right to retain and use all data furnished, and all plans, designs, specifications and other work product created by the Contractor during its provision of service under this Contract.

Scope of Work

The purpose of this Request for Proposal (RFP) is to establish a contract with a qualified firm to provide small water meter replacement/new installation services and large water meter testing, calibration, repair, and replacement/new installations services on an as needed basis. Any resultant contract shall be subject to renewal for subsequent periods as provided for within the Special Terms and Conditions of this Request for Proposal (RFP).

This RFP is broken down into two groups:

- Group A – small water meter installation/replacement
- Group B – large water meter testing, calibration, repair and replacement/new installations.

Resulting contract shall be monitored under the supervision of the City Procurement Office, Water Utilities Division or Department (WUD).

Multiple Awards

The City reserves the right to award both groups to one firm or award by group. The City's decision to utilize multiple firms shall be final and conclusive.

Estimated Annual Spend

City of Peoria – \$34,000 – Group B

City of Tempe - \$650,000 to \$850,000 – Groups A and B

Preferred Minimum Qualifications

Small Water Meter Services

- The Contractor shall have at least eight (8) years' experience in change out/installation and testing services.
- Contractor's employees assigned to resulting contract should have a minimum of two (2) years of meter removal and installation experience.
- Contractor's employees should be performed by qualified personnel properly trained and qualified to perform services outlined in this RFP for small water meter change out.
- Testing facility in Phoenix Metropolitan area or access to and to open to City employees and City Customers.

Large Water Meter Services

- The Contractor shall have at least eight (8) years' experience in testing and repairing meters of all types and sizes.
- Contractor's employees assigned to resulting contract shall have a minimum of three (3) year of meter removal and installation experience.
- Contractor's employees assigned to resulting contract shall have a minimum of three (3) year of meter testing, calibration and repair experience.
- Fully Staff and equipped office in the Phoenix Metropolitan area, which will allow contractor to adhere to the required response times contained in this RFP.

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 or Agencies with respect to this procurement. Unauthorized contact with any employee of any department within the City of Tempe or other Agency may result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding on the City or other Agencies.

The RFP number assigned to this Request for Proposal MUST be contained in the subject line of all correspondence.

Contact the following individual for clarification of this RFP:

Ted Stallings
Procurement Officer
Tempe Procurement Office
480-350-8617
Ted_stallings@tempe.gov

Water Meter Manufacture

A majority of customer water meters are Badger Meter and any replacements with new Badgers meters with automatic meter reading capability.

Small Water Meter Replacement Services

Definition: Water meters ranging in size from 5/8" to 2".

The Contractor shall provide all labor, supervision, tools, equipment, supplies and materials not provided by the City necessary to replace water meters ranging in size from 5/8" to 2".

The City will provide the following:

- Meters
- Registers
- AMR related equipment
- Gaskets
- Plastic meter boxes (#1 - #4) and lids
- Padlocks
- No hardware (brass nuts & bolts) – Must be domestically manufactured.

Water Meter Replacement Requirements

- All meters will be replaced in accordance with the latest AWWA standards.
- City has approximately 25,000 direct read meters varying from sizes 5/8" through 2" that could be replaced during the life of the contract.
- The daily quantity of water meters to be replaced will be determined by City.
- The City will provide all new meters for replacement. The Contractor will be responsible for any lost, stolen or damaged new meters provided by the City.

Water Meter Replacement Procedures

- Verify address and meter number to ensure they match to the service order provided in hand.
- Advise customer(s) of your presence.
- Inform customer of the short interruption to their water service that will occur for replacing the meter.
- Remove meter box lid along with any dirt and debris from inside the box.
- Shut off water supply to the meter.
- Remove old meter and protect all in-ground piping from contaminants.
- Remove caps from new meter and put them on the old meter that was removed.
- Install new meter.
- Install at bypasses where required (for 1 1/2" and 2" meters- Detail T-215 or T-212A?),

- After new meter is installed, open water supply very slowly to avoid causing any damage.
- Open customer's hose bib to flush line and confirm meter is operating correctly
- Close customer's hose bib after flushing.
- Confirm that there are no leaks.
- Advise customer that the work is complete and that their water has been turned back on.
- Restore the area around meter box and leave customer's yard as it was found.
- Complete the service order with the following information:
 - a) Old meter final reading
 - b) New meter number
 - c) New meter reading Should be zero (0)
 - d) New or existing ERT number
 - e) Date on Site:
 - f) Time on Site: From ____ to ____ (if required by City)
 - g) On-site employee name(s).
 - h) Site observations
 - i) Photographs – before and after services performed (if required by City)

Small Replacement and Installation Reporting

Electronic files and completed service orders provide shall be returned daily. Any additional report formats available can be established with awarded Contractor. Contractor may be required to utilize software provided by the City or contractors software which meets the City’s minimum requirement for data reporting.

The contractor shall immediately notify the appropriate City representative via telephone, email, or facsimile in the event that any abnormal events occur. Faxed copies of reports may be requested by the City prior to issuance of final hard copy and electronic reports.

Small Meter Testing and Calibration

To ensure meter accuracy, meter-testing shall follow the guidelines recommended in the American Water Works Association (AWWA) standards (C700 Series) as summarized in "Water Meters- Selection, Installation, Testing, and Maintenance" (AWWA M6), for both normal and minimum test-flow rates.

All meters tested and/or repaired shall be calibrated to be as near 100% accuracy as practicable and within current AWWA Standards C701, C702, C703 and M6. All meters shall be tested at the following approximate flow rates:

- Maximum Flow Rate - 75% of rated capacity up to maximum flow available through test outlet.
- Intermediate Flow Rate - 10% of rated capacity.
- Minimum Flow Rate - as indicated by appropriate AWWA Standards.

When an AWWA standard for a meter is not available, it should be demonstrated that the meter used is capable of measuring not less than 95% and not more than 105% of the water that passes through the meter.

The City reserves the right to assign a City employee to accompany the Contractor to the site in order to help locate the meter, the proper valves, the bypass, etc. and to serve as the City's liaison between the Contractor and the customer in reference to the water being disconnected, when necessary.

Testing equipment must be certified for accuracy by an accredited lab and only original manufacturers test units shall be considered acceptable. Equipment must be able to withstand pressures not to exceed 50 PSI. The Contractor shall provide proof of test meter accuracy prior to beginning work.

The Contractor shall complete a test report for each meter tested and shall provide the test report to the City. The report shall include the following data:

- Meter Location/Service Address
- Test date
- Meter Size
- Meter Model
- Meter Make
- Meter Serial Number
- Register Readings
- Test Results (before and after repairs)
 - Flow Rate (gpm.)
 - Volume Passed (gpm.)
 - Meter Accuracy (%)
- Note any comments or problems
- Name of individual conducting test
- GPS data and information.

Report shall be presented on firm letter head.

Large Water Meter Testing, Calibration, Repair and Replacement/New Installations

The Contractor shall provide all labor, supervision, tools, equipment, supplies and materials not provided by the City necessary to test, repair, replace or install large water meters ranging in size from 3" to 8".

The City will provide the following:

- Meters
- Registers
- AMR related equipment
- Gaskets
- All necessary fittings – gate valves, strainers, reducers, spools and any/all lead-free brass fittings for the bypasses
- No hardware (stainless steel nuts & bolts) – Must be domestically manufactured.

Definitions:

- Large Water Meters: Defined as 3", 4", 6", 8" and 10"
- Water Meter Testing: All meters shall be tested for accuracy of registration at flow rates and test flow quantities in accordance with Manual M6 and most recent applicable American Water Works Association (AWWA) standards. Meters that meet AWWA's accuracy standards on the initial test will not require repair.
- Water Meter Repair/Retest: Meters that do not meet AWWA's accuracy standards will need to be repaired, and a retest will be required to show that the meter has been repaired to these standards.
- Water Meter Replacement: Meters that cannot be repaired, or have reached the end of their recommended service life, will be replaced in kind unless otherwise specified.

Tasks that the Contractor may be asked to perform shall include:

- Perform field testing, calibration, and repair of large compound, FM-CT, and turbine type meters.
- Disassemble, clean, reassemble, and test meters. Replace parts to assure proper operation.
- Replace existing water meters in accordance with an established meter exchange program.
- Install bypasses to avoid future water shut downs during calibration.

- Coordinate the installation and replacement with the City customer
- Coordinate the necessary water main shut downs with the City employees
- Install/replace existing ERT's as needed.

Contractor Responsibility's

The Contractor shall coordinate with the Water Utilities Warehouse Supervisor or designee for pickup of new meters and related equipment/materials and delivery of existing retired meters to the warehouse for disposal, parts needed for the installation of bypasses where required installation of ERT modules (where applicable), and proper documentation of installation. Prices shall include all labor to performed these functions to successfully perform all services to include but not limited to large water meter testing, calibration, repair and replacement/new installations. Meters, registers (with inline connectors where required), and AMR ERTs will be supplied by the City. Bypasses will be used when available to lessen the impact to customers during testing and/or replacement of meter.

The Contractor shall provide a proper watercourse to direct the flow of water being expended in the testing of the water meter to minimize inconvenience to roadway and pedestrian traffic and protect private and City property.

Large Meter Testing and Calibration

To ensure meter accuracy, meter-testing shall follow the guidelines recommended in the American Water Works Association (AWWA) standards (C700 Series) as summarized in "Water Meters- Selection, Installation, Testing, and Maintenance" (AWWA M6), for both normal and minimum test-flow rates.

All meters tested and/or repaired shall be calibrated to be as near 100% accuracy as practicable and within current AWWA Standards C701, C702, C703 and M6. All meters shall be tested at the following approximate flow rates:

- Maximum Flow Rate - 75% of rated capacity up to maximum flow available through test outlet.
- Intermediate Flow Rate - 10% of rated capacity.
- Minimum Flow Rate - as indicated by appropriate AWWA Standards.

When an AWWA standard for a meter is not available, it should be demonstrated that the meter used is capable of measuring not less than 95% and not more than 105% of the water that passes through the meter.

The City reserves the right to assign a City employee to accompany the Contractor to the site in order to help locate the meter, the proper valves, the bypass, etc. and to serve as the City's liaison between the Contractor and the customer in reference to the water being disconnected, when necessary.

The Contractor shall complete a test report for each meter tested and shall provide the test report to the City. The report shall include the following data:

- Service Address
- Meter Manufacturer
- Meter Model
- Meter size
- Test date
- Meter register readings prior to and upon completion of field testing.
- Test results after each flow.
- Note any problems with valve failure or hazardous setting conditions.
- Name of individual conducting test
- GPS data and information.

Electronic copies shall be in Microsoft Excel 97-2003 or later version, with each data in separate columns.

The following is a summary of the number of meters (may be covered under this scope of work), by meter size, that are due for testing and calibration.

Large Meters for testing and/calibration

City of Peoria	
Meter Size/Type	Est. Quantity
3" meter Compound and Turbine	67
4" meter Compound and Turbine	61
6" meter Compound ,Turbine and Fire Service	32
8" meter Fire Service Compound	4
10" meter Fire Service Compound	4

City of Tempe	
Meter Size/Type	Est. Quantity
3" meter Compound and Turbine	124
4" meter Compound and Turbine	87
6" meter Compound ,Turbine and Fire Service	72
8" meter Compound and Fire Service	22
10" meter Fire Service Compound	1

The City reserves the right to add to, delete from, or modify the list of meters to be tested/calibrated/repared and replaced at any time.

Meter Repair/Retest

Meters that do not meet AWWA's accuracy standards, and do not meet the age requirement for replacement, will need to be repaired, and a retest will be required to show that the meter has been repaired to these standards.

Any meter that requires repair during the testing procedure shall be repaired by the Contractor. The Contractor shall have an available stock of repair parts in his/her truck for the various types of water meters specified in this RFP. These repairs shall take place on-site. If parts are unavailable by the Contractor, the Project Manager shall be notified immediately, and the Contractor shall not charge an additional cost to the City to make additional trips to repair meters. All necessary parts for repair must be provided by the contractor. All parts, fittings, valves and related devices must meet all AWWA and local drinking water standards.

At a minimum, repair shall include replacement of any part which is sufficiently worn to warrant replacement such as gaskets, stainless steel bolts and nuts, and change gears, if applicable. Only new parts will be accepted, no rebuilt parts are allowed. The Contractor shall make up a parts list for each individual meter that will be returned to the City at the end of each day along with the removed meter parts. Main casings, including flanges and main case cover, shall be made of copper alloy as specified in AWWA C 701. All external fasteners shall be made of stainless steel as specified in AWWA C 701, s. 4.1.8.

All removed meter shall be returned to the City in plastic bags or suitable containers provided by the Contractor with the meter serial number, recorded dial read, and date indicated on bag/container. All removed meters and meter parts are to be returned to the Water Utilities Warehouse.

Should, from initial meter tests, the Contractor determine that total repair exceeds 70% of the cost of a newly installed meter, the Contractor shall notify the City Coordinator or City's contact person who will determine whether the meter or register should be replaced.

After repair, the Contractor shall calibrate the meter as close to new meter accuracy as possible (+/-1 1/2%) and will follow all testing guidelines.

Upon restoration of each unit to its proper operating condition, it must be calibrated and re-tested to conform to AWWA standards including AWWA C700-95, C701-88, C702-01, C703-96, C704-92, C708-96, C710-95 and Manual M6.

The Contractor shall be responsible for the operation of all shut off valves associated with the meter necessary to complete the assigned work. If a valve proves to be ineffective and/or inoperable, the Contractor shall notify the City as soon as possible. If the work involves shut off valves not associated with the meter the City Coordinator or City's contact person must be notified prior to shut off.

Any piping that appears to be defective to the extent that work cannot be performed or completed, the Contractor shall notify the City as soon as possible.

All bypasses shall be closed and locked upon completion of work.

Strainers shall be used if there is room available to install a strainer without modification to existing plumbing. Strainers shall be supplied by the meter manufacturer and shall be shipped with the strainer attached. Strainer screws shall be bronze or stainless steel. The internal straining material shall be stainless steel.

Secure all water meters, vaults and meter boxes to ensure the safety of the public and City employees.

Temporary Water Access

Temporary water access will be accommodated with a hydrant meter and access to City hydrant; total water usage will be paid by contractor to Utility Billing at appropriate rate. Final invoice to City can include reimbursement for total cost.

Meter Replacement

Prior to commencing each meter replacement at a customer's premises, the Contractor shall inspect existing water meter settings, service piping and shut off valves. If the Contractor determines that existing conditions are such that damage to the existing service piping or the resident's property would result, the city will be so notified and the Contractor shall await the city's decision on how to proceed and then proceed in accordance with that decision.

If an existing below grade structure is found to be filled with water at the time of installation, the contractor will be responsible for providing all necessary equipment to evacuate the water before entering said structure. It will be the city inspector's responsibility to determine the reason for failure of an existing sump pump system. If failure of an existing sump pump system is determined to be mechanical and not electrical, the City representative may elect to have the contractor replace the existing pump. The contractor shall be prepared to replace the sump pump on the same day the meter is replaced.

The Contractor shall replace all gaskets with new rubber gaskets when the meter is replaced. Any meters set improperly by the Contractor shall be reset correctly at the expense of the Contractor. Any damage to couplings, threads, unions or meters by use of improper tools or cross-threading shall also be corrected by the Contractor.

After a meter replacement, water shall be run through the meter assembly to check for leakage. Each meter installed must also be checked for proper orientation to confirm positive registration. The operation of the meter register shall be checked for the reading and ID number.

The site installation shall include the removal of old equipment (water meter and/or encoder), installation of the new equipment (replacing like for like size of meter and/or head, unless otherwise directed by the City) and other specified equipment and devices.

Upon removal, all old meters and/or register heads shall be tagged and identified by address to allow verification of final reading of the meter for billing purposes. Approved tags shall be provided for this purpose by the City.

Meters shall be installed, operated and maintained using generally accepted industry standards (AWWA M22, C-703-96 Cold Water Meters for Fire meters, AWWA C706- latest edition for new meters).

At no time shall the Contractor start an installation and then leave it unfinished. A maximum time of eight (8) hours of service interruption is allowed. The shutdown must be coordinated with the City representative and the customer.

Prior to starting the site installation, the Contractor shall determine if additional plumbing work is required beyond the specified scope of the contract. If so, the installation shall be rescheduled and the City shall be notified.

The Contractor shall leave the installation site in a clean and neat condition, equal to, or better than, the condition of the site upon the Contractor's arrival. When directed the Contractor will provide the City with a photo of the site after the installation and clean-up are completed.

The Contractor shall remove the replaced equipment from the site and return the meter and parts to the water meter shop.

Any non-standard installation found by the Contractor, including missing or tampered meters, or flagrant code violations observed by the Contractor shall be reported to the City.

The Contractor Shall report back to the City old meter information, out read, new meter number, make, type and read, and the date when work performed.

Water Meter Lid Replacement

As large meter lids need to be replaced or repaired the work must be approved by the City's contact person prior to work being performed. Small meter lids will be available in the City's Warehouse for replacement.

Other Specifications for All Meter Sizes

Response Time

Contractor will be required to respond to the initial service call from the City within 12 hours.

Contractor shall be required to commence work within 3 calendar days for small water meters.

Contractor shall be required to commence work within 10 calendar days for large water meters.

Emergency service response time shall within 2 to 3 hours from the initial call from the City.

Customer Contact and Work Hours

The City shall provide the contractor with a representative familiar with the system and general operation to coordinate the testing, with City's customers. The representative shall advise the Contractor as to the desirable methods to be used in conducting the tests, however, the Contractor shall make his own determination and the final responsibility shall be the Contractor's.

The city will provide the Contractor with a list, which indicates customer name, address, and account numbers, type of meter and size, and meter serial number to be replaced. The city, in order to expedite the work, will send a letter to its customers introducing the Contractor and the services to be provided. Some locations will require the contractor to schedule a specific date and time for the installation. Others will may require just a 24 hour notice of the work to be performed.

Working hours will be from 7:00 A.M. to 4:00 P.M. No meter installation shall start after 2:00 P.M. unless the installation can be completed by the City's end of business for the day unless approved by the City's Coordinator. No work shall be scheduled for Saturday or Sunday without prior approval by the City's Coordinator.

The Contractor's main work hours shall be expected to occur during the City's normal business hours, or Monday through Friday from 7:00AM to 4:00PM.

Work performed at night, weekends or City observed holidays must have prior approval of the City. Weekend work hours shall be from 7:00AM to 4:00 PM unless approved in advance by the City.

No Overtime shall be allowed. Repair to some meters may require work to be completed at night, weekends or on holidays. The City will not pay for overtime occurring during this contract. However, work may not occur in residential areas of the city at night, weekends or on holidays without prior approval from the City.

Upon arriving at the location, the Contractor should make every effort to notify the customer that they are on site.

Every effort shall be made by the Contractor to minimize the length of time water service is interrupted to a water customer.

All vehicles used by the successful bidder shall at all times display, at a minimum, the name of the company performing the site installations.

The Contractor shall furnish the City with a 24 hour emergency telephone number to contact him/her outside of the company's business hours.

Water shutoffs for vaulted meters larger than 3" shall be the responsibility of the City unless other arrangements have been approved by the city.

The Contractor shall submit to the city written documentation describing the date, method and other pertinent information regarding attempts to make an installation. The Contractor may then inform the City contact cannot be made, thus preventing the installation.

The City may choose to perform the meter installation for accounts returned by the Contractor due to inaccessibility; or may schedule an appointment for the Contractor. If the city installs the meter for such inaccessible accounts, the Contractor shall receive no payment for such installation.

Contractor responsibility

Contract is responsible and required to make sure meter is in the same position (meter off, locked, etc.) as found upon arrival at job site. Should contractor fail to place meter in the same position Contractor shall be responsible for loss or revenue or damages.

Contractor's Personnel and Vehicle Identification

The Contractor and/or its employees will not solicit or accept any business from the customer. The recommendation of a particular plumber or company and/or the performance of work other than the meter installations are also prohibited.

Only Contractor's workers who are technically competent and are of acceptable character and personality for work that involves unsupervised entry into individual residences will be hired. The Contractor will only utilize employees who have successfully passed a background investigation.

The Contractor will provide the city with the names and any other information required by the city for these installation personnel.

Whenever the city notifies the Contractor in writing of any person whose work is; careless, disorderly, or otherwise unsatisfactory, that person shall be discharged from working on resulting contract.

The Contractor's field personnel shall wear similar uniforms with the company logo and shall have on their person, displayed in a conspicuous manner, a picture identification badge. The picture ID shall have the Contractor's name, employee name, title and signature, employee's picture and employee ID number. Employees without proper uniforms and identification will not be permitted to work.

The Contractor's employees should carry calling cards listing the Contractor's name and telephone number. A calling card should be left, by the Contractor's employee at every customer location where work has been performed. An emergency number shall also be listed that can be used by the customer, on weekends and after regular business hours.

The Contractor's vehicles, including private vehicles used for the Contractor's work, shall have the company logo and/or name prominently displayed on both sides of the vehicle.

Parking and Traffic Control

Contract will follow all City parking laws.

Safety - Contractor shall be responsible for all traffic control and safety on site of work.

Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. 1. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division.

Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of \$100 from the City payment made to the Contractor.

Customer Complaints

Any complaints received by the city from property owners dissatisfied with the installation shall be corrected by the Contractor before payment is made. The decision by the city regarding the credibility of an owner's complaint shall be final. The Contractor shall promptly correct any deficiencies, including but not limited to leaks that are a direct or indirect result of the installation when directed to do so by the city. It shall be presumed that any leaks in the vicinity of the water meter reported by the customer to either the city or the Contractor within 30 calendar days after completion of work at the customer's property are the result of the work, unless a preexisting condition has been noted on the work order. The Contractor shall repair such leaks and correct all damages which occur during the five (5) day period at the Contractor's expense.

Pricing and Invoicing

Contractors shall complete the RFP pricing section and submit with their response. The unit prices indicated by the Contractor shall be all inclusive of all services describe in this RFP, supervision, labor, equipment, insurance, vehicles, fuel, materials/products, consumables not provided by the City, travel, any and all administrative costs, tax, etc. No other fees or changers will be allowed. For all meter replacements, meters and registers shall be provided by the City.

Additionally, the City is requesting pricing for optional items that the City may or may not utilize as part of this RFP. These items will not be used in the evaluation of the RFP. These items include:

Invoices will be submitted bi-monthly and must include the itemize pay items with quantities used to calculate the invoice amounts. Invoices shall be accompanied with approved meter testing and repair reports for the period and specific meters being invoiced for. Upon receipt and approval of invoices and reports, payments will be made to the Contractor per the contract payment terms. The Contractor shall us the same pricing descriptions provided in the RFP price section and contract award notice.

Permits, Licenses, Regulation and Safety

All permits and licenses necessary for the installation of equipment shall be secured and paid for by the Vendor. The Vendor shall possess appropriate licenses for the services proposed herein.

It shall be the responsibility of each Vendor to assure compliance with any Safety, OSHA, EPA, and/or Federal or State of Arizona rules, regulations or other requirements, as each may apply.

Confined spaces entry is likely with this contract. Contractor is responsible for compliance with the Arizona Confined Space Standard and must supply all necessary equipment and training for their employees' safe work in confined spaces.

The Contractor shall be required to have a documented safety program that meet or exceed OSHA provisions. The safety plan shall remain active and Contract will abide by said plan for the duration of the contract.

The Contractor shall adhere to all safety apparel used by Contractor employees/staff, manual traffic directors and traffic operations on roadways/thoroughfares requirements contained in the special terms and conditions sections of this RFP.

Inspection

The City reserves the right to inspect any and all work either in progress or completed and if found unsatisfactory and/or in conflict with the provisions set forth in the Contract, hold back payment for work completed, provided however, that the Contractor has been given proper notification and allowed a sufficient amount of time to correct the aforementioned condition.

Warranty

A twelve (12) month workmanship and performance warranty will be provided by the Contractor on all Contractor repaired meters. Should the meter fail at any time during the first twelve (12) month cycle after repair, the Contractor will supply all labor and parts to correct the problem(s) free of charge to the City. There will be no additional charge/fee for a second trip to a specific site or location. Problems which arise as the result of acts of God, vandalism, abuse, aggressive water conditions or any other situation beyond the control of the Contractor will not be considered under these warranty provisions.

If issues are discovered during this period, the City will provide the Contractor written notice of the warranty claim describing the problem as part of the claim notice. Upon receipt of notice, Contractor shall be required to make corrections within thirty (30) calendar days at no charge to the City. If the Contractor does not accomplish the necessary corrections within the thirty (30) calendar day period, the City may elect to make necessary repairs and back charge the Contractor. Failure to make necessary warranty corrections will also be grounds for termination of the Contract.

The City reserves the right to add to, delete from, or modify the list of meters to be tested/repaired at any time.

Parts and Materials

Meter sizes from 5/8" to 2":

- Meters
- Registers
- AMR related equipment
- Gaskets
- Plastic meter boxes (#1 - #4) and lids
- Padlocks
- No hardware (brass nuts & bolts) – Must be domestically manufactured.

Meter sizes from 3" to 8":

- Meters
- Registers
- AMR related equipment
- Gaskets
- All necessary fittings – gate valves, strainers, reducers, spools and any/all lead-free brass fittings for the bypasses
- No hardware (stainless steel nuts & bolts) – Must be domestically manufactured.

The contractor shall be responsible to provide all consumables, equipment, materials, etc. not provided by the City. Consumable materials shall include but not limited to, cleaning supplies, lubricants, etc. These are materials that are "consumed" by performing the work, which are different from repair parts used for replacement of specific meter components.

Salvage of Old Meters

All meters removed and replaced will be the property of the city. The Contractor shall be held accountable for the return of all old meters and/or register heads.

Upon removal, all old meters and/or register heads shall be tagged and identified by address to allow verification of final reading of the meter for billing purposes. Approved tags shall be provided for this purpose by the installing Contractor. Removed meters and at least one copy of a fully completed installation form shall be returned to the City within one week after completing the installation of each meter.

Progress Meetings

Progress meetings will be held as required by the city. The city will establish the dates, times and place of the meetings, and conduct the meetings. The meetings will be conducted twice a month or more often if deemed necessary by the city. The meetings shall be attended by the city's and Contractor's personnel as well as any other individual pertinent to the agenda.

Proposal Checklist for Submittals

	One (1) signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
	Six (6) complete hard copies of the proposal.
	Two (2) complete USB Flash Drive copies of the proposal.
	Proposal Questionnaire has been completed and included.
	Questionnaire exhibit (s)
	Information completed and included. Must be submitted in Microsoft Excel format.
	Addendum(s) have been included
	Provide copy of proposed contract with proposal response.
	Affidavit of compliance with City of Tempe Code Chapter 2 Article VIII Section 2-603 (5).

Submittal Guidelines

- All hard copies and or USB Flash Drive 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 - Vendor's Proposal Offer" (Form 201-B) and Addendums
 - TAB B - Proposal Questionnaire "A" has been completed and included.
 - TAB C - Proposal Questionnaire exhibit(s)
 - TAB D – Sample Reports
 - TAB E - Price Information completed and included. **Must be submitted in Microsoft excel format.**
 - TAB F - Provide copy of proposed contract with proposal response.
- Tabbing applies to all hard copies and USB's

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

Proposal responses will be evaluated through as indicated below:

Phase One - Evaluation committee composed of Agency 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 Agency.

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 by firms through this submittal process will be used to evaluate proposals. In evaluating a firm's overall experience and competence to perform the stated work, the evaluation committee may rely on additional resources beyond the information provided by the firm.

Award Criteria	Weight
Firm's Experience and Qualifications	10
Proposer Staff	12
References <ul style="list-style-type: none"> • Ability of references to demonstrate a level of competence in providing services under the RFP. 	5
Cost	35
Acceptance and Compliance of RFP Terms and Conditions. <ul style="list-style-type: none"> ▪ Firm's acceptance of City terms and conditions. ▪ Is a separate negotiated agreement required? ▪ Reasonableness of separate agreement. ▪ Etc. 	7
Overall response of RFP. <ul style="list-style-type: none"> ▪ Did the vendor's proposal provide all the necessary information requested in the RFP in a professional and organized manner. ▪ Did the vendor's proposal cause doubt regarding its ability to complete the necessary services/tasks. ▪ Was the vendor's proposal easy to understand and did it provide answers to questions or create more questions? ▪ Etc. 	4

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

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

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost Offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.



**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:

OR _____ Current copy of antidiscrimination policy attached

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company