

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
STORMWATER PROS, LLC**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the “City”), and Stormwater Pros, LLC, a(n) Arizona limited liability company authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On February 13, 2020, under S.A.V.E Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Stormwater Infrastructure and Drywell Cleaning and Maintenance Contract Number WUD20-028-02 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was February 13, 2020, until the date the contract expires on February 12, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond February 12, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until February 12, 2023. The City may renew the term of this Agreement for (2) two one-year periods until

the Cooperative Purchasing Agreement expires on February 12, 2025. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3 Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8 No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Ossege
7070 W. Northern Avenue
Glendale, AZ 85303
And

Stormwater Pros, LLC
c/o Cindy Johnson
1640 S Stapley Drive, Suite 235
Mesa, AZ 85204

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

“City”

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

“Contractor”

Stormwater Pros, LLC,
an Arizona limited liability company

By: _____

Name: Juan Fletes
Title: Authorized Representative

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
STORMWATER PROS, LLC**

EXHIBIT A

Stormwater Infrastructure and Drywell Cleaning and Maintenance, City of Tempe Contract No. WUD20-028-02
City of Tempe Contract No. WUD20-028-02 Renewal No. 1
City of Tempe Contract No. WUD20-028-02 Renewal No. 2

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND**

STORMWATER PROS, LLC

EXHIBIT B
Scope of Work

PROJECT

Cleaning, maintenance and repair of stormwater infrastructure and drywells as needed for the City's Water Services Department.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND**

STORMWATER PROS, LLC

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will invoice the city per the price sheet outlined in the attached Stormwater Infrastructure and Drywell Cleaning and Maintenance, City of Tempe Contract No. WUD20-028-02.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Contractor will invoice the City of Glendale for services performed as outline in the Stormwater Infrastructure and Drywell Cleaning and Maintenance, City of Tempe Contract No. WUD20-028-02.

Contract Award Notice

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



Contract Number: WUD20-028-02

Description: Stormwater Infrastructure and Drywell Cleaning and Maintenance

StormWater Pros, LLC
Cindy Johnson Cindy@stormwaterproslc.com 480-926-1003
916 E. Impala Ave, Suite 101
Mesa, AZ 85204

Award Period

Beginning: February 13, 2020
Ending: February 12, 2021
Potential Renewals: Up to 4 additional years for a period of not more than 1 year each.

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements.

Invoices are to be sent directly to the requesting department.

Award Information

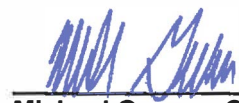
Payment Discount: 0%			
ITEM #	DESCRIPTION	UNIT	Ancon
Group A	Stormwater Infrastructure Cleaning Service (other than drywell).		UNIT PRICE
1.0	Inspection - at a location in the City of Tempe	Per Each	\$150.00
2.0	2 person crew - Stormwater Infrastructure Cleaning Service (other than drywell maintenance). Infrastructure to include, but not limited to, catch basins, slotted drains, scupper drains, culverts, ditches, pumping stations, and stormwater pipe.	Hourly Crew Rate	\$175.00

2.1	Each additional person - Stormwater Infrastructure Cleaning Service (other than drywell maintenance). Infrastructure to include, but not limited to, catch basins, slotted drains, scupper drains, culverts, ditches, pumping stations, and stormwater pipe.	Per Hour, Per Person	\$35.00
3.0	2 person crew - Miscellaneous Stormwater Infrastructure Repair Not Identified in Line Item 1 above, or Drywell Services below.	Hourly Crew Rate	\$160.00
3.1	Each additional person - Miscellaneous Stormwater Infrastructure Repair Not Identified in Line Item 1 above, or Drywell Services below.	Per Hour, Per Person	\$35.00
4.0	After Hours Rate for lines 2.0 and 3.0 above. After hours are any hours outside of regular business hours which are Monday through Friday from 3:30 P.M. to 5:30 A.M., and include weekends and holidays.	Hourly Crew Rate	\$215.00
4.1	After Hours Rate for lines 2.1 and 3.1 above. After hours are any hours outside of regular business hours which are Monday through Friday from 3:30 P.M. to 5:30 A.M., and include weekends and holidays.	Per Hour, Per Person	\$45.00
5.0	Transporting and Disposal of Silt/Debris to a City Designated Location - typically 6600 S. Price Rd, Tempe, AZ 85283.	Hourly	\$175.00
Group B	DRYWELL Cleaning and Maintenance		
1.0	Drywell Inspection - at a location in the City of Tempe	Per Each	\$10.00
2.0	2 person crew - Drywell Cleaning and Maintenance	Hourly Crew Rate	\$175.00
2.1	Each additional person - Drywell Cleaning and Maintenance	Per Hour, Per Person	\$35.00
3.0	2 person crew - Drywell Screen or Filter Installation	Hourly Crew Rate	\$160.00
3.1	Each additional person - Drywell Screen or Filter Installation	Per Hour, Per Person	\$35.00
4.0	2 person crew - Re-Mud Ring and Grate to Cone Section of Drywell Chamber	Hourly Crew Rate	\$160.00
4.1	Each additional person - Re-Mud Ring and Grate to Cone Section of Drywell Chamber	Per Hour, Per Person	\$35.00
5.0	2 person crew - Raise Rim Elevation of Grade up to 6 inches, then Re-Mud to Cone Section	Hourly Crew Rate	\$160.00
5.1	Each additional person - Raise Rim Elevation of Grade up to 6 inches, then Re-Mud to Cone Section	Per Hour, Per Person	\$35.00
6.0	2 person crew - Replace 24 inch Ring & Grate, then Re-Mud to Cone Section	Hourly Crew Rate	\$160.00
6.1	Each additional person - Replace 24 inch Ring & Grate, then Re-Mud to Cone Section	Per Hour, Per Person	\$35.00

7.0	2 person crew - Miscellaneous Drywell Services not Identified Above	Hourly Crew Rate	\$160.00
7.1	Each additional person - Miscellaneous Drywell Services not Identified Above	Per Hour, Per Person	\$35.00
8.0	After Hours Labor Rate	Per hour, per person	\$45.00
9.0	Transporting and Disposal of Silt/Debris to a City Designated Location - typically 6600 S. Price Rd, Tempe, AZ 85283.	Hourly	\$175.00
Group C	Catalog - Charges for replacement parts		
	Discount off of Catalog List Price (list catalog websites in the space below):		0%
Group D	Cost Plus - Charges for replacement parts		
	Cost plus percentage of cost (audits of invoices may be requested by the City, demonstrating the actual price paid.)		15%
Other			
	Accept ACH		Yes
	Accept P Card		Yes

 2/13/20

Procurement Officer



Michael Greene, C.P.M., CPPO
Procurement Administrator

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

THIS IS NOT A PURCHASE ORDER



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

Contract Renewal Notice

Contract Number WJD20-028-02
Contract Description Stormwater Infrastructure, Drywell Cleaning &

Date 09/10/2020

89778

StormWater Pros, LLC
Cindy Johnson
916 E Impala Ave, Suite 101
Mesa AZ, 85204

Renewal Information

Beginning February 13, 2021
Ending February 12, 2022
Renewal 1 of 4

Contract Renewal Information

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

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

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

StormWater Pros, LLC certifies that it is not currently engaged in, and agrees for the duration of this Contact/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

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

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

Procurement Officer Shireen Boone CPPB, CPPO 480-350-8617 shireen_boone@tempe.gov
Procurement Specialist Chantel Gonzales 480-350-8885 chantel_gonzales@tempe.gov

To Be Completed and Signed By StormWater Pros, LLC

Contract Number WUD20-028-02
Contract Description Stormwater Infrastructure, Drywell Cleaning &

Contractor's Name StormWater Pros, LLC

Contractor's Mailing Address 916 E Impala Ave, Suite 101 Mesa AZ, 85204

Printed name of person signing Juan Fletes
Phone Number 480-920-1003
email Address juan@stormwaterprosllc.com

Contractor's Authorized Signature J Fletes

City of Tempe Contract Renewal Acceptance

Kathleen M. Shipman 11/4/20
~~Shireen Boone~~ CPPB, CPPO Date
Procurement Officer
Kathleen Shipman, CPPB

Michael Greene 11-4-2020
Michael Greene, CPM, CPPO Date
Procurement Administrator



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

Contract Renewal Notice

Contract Number WUD20-028-02 **Date** December 1, 2021
Contract Description Stormwater Infrastructure, Drywell Cleaning &

89778
StormWater Pros, LLC
 Juan Fletes
 1640 S Stapley Dr. # 235
 Mesa AZ, 85201

Renewal Information	
Beginning	February 13, 2022
Ending	February 12, 2023
Renewal	2 of 4

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Procurement Officer	Kathleen Shipman CPPB	480-350-8617	kathleen_shipman@tempe.gov
Procurement Specialist	Patricia Acosta, MPA	480-350-8618	patricia_acosta@tempe.gov

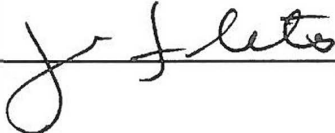
To Be Completed and Signed By StormWater Pros, LLC

Contract Number WUD20-028-02
Contract Description Stormwater Infrastructure, Drywell Cleaning &


Contractor's Name StormWater Pros, LLC

Contractor's Mailing Address 1640 S Stapley Dr. # 235 Mesa AZ, 85201

Printed name of person signing Juan Fletes
Phone Number (602) 463-4050
email Address juan@stormwaterprosllc.com

Contractor's Authorized Signature 

City of Tempe Contract Renewal Acceptance

 1-24-22
Kathleen Shipman CPPB Date
Procurement Officer

 1-24-22
Michael Greene, CPM, CPPO Date
Procurement Administrator



REQUEST FOR PROPOSAL

RFP# 20-028

Stormwater Infrastructure and Drywell Cleaning, Maintenance, and Repair

RFP ISSUE DATE:

October 30, 2019

PRE-PROPOSAL CONFERENCE:

None

DEADLINE FOR INQUIRIES/QUESTIONS:

November 13, 2019 AT 5:00 P.M. LOCAL PHOENIX TIME

RFP DUE DATE AND TIME:

November 25, 2019, 3:00 P.M. LOCAL PHOENIX TIME

ALL INQUIRIES MUST BE DIRECTED TO:

SHIREEN BOONE, CPPO, CPPB

EMAIL: Shireen_Boone@tempe.gov

PHONE: 480-350-8617

SUBMITTAL LOCATION: CITY OF TEMPE PROCUREMENT OFFICE
20 EAST SIXTH STREET, 2ND FLOOR
TEMPE, ARIZONA 85281

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General Instructions

Failure to follow these instructions may 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.
- 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 and any solicitation addendums 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. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **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, equipment, materials, software, maintenance, contracted services, professional services, 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, equipment, materials, software, maintenance, contracted services, professional services, 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 Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. “Request for Proposal” means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), 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 within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
6. **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.
7. **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. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third-party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
8. **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.
9. **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 Procurement Office.
10. **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 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.

General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. 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 should 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.

12. **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 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.

13. **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, except where the City has determined that specific portions of the proposal are confidential.

14. **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.

15. **Proposal Evaluation and Award:** 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 herein. 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. The City reserves the right to reject any and all proposals.

General Instructions

16. **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 Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract Agreement for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an addendum 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.
17. **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 the Contract is awarded. After award of Contract, an appointment may be made with the 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/?sort=meet_date).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the 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 Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site 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.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination/Installation to the City of Tempe per the location identified in the solicitation or purchase order.
20. **Tax:** Unless specified otherwise 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 to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe but with a physical locations within the State of Arizona. 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 salestax@tempe.gov
21. **Payment:** For a single requirement purchase, the City will endeavor 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 endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **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.
23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability

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- to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
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.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal delivered on time at the place specified. All Offers received after the Solicitation Due Date and Time shall not be considered and will be returned unopened to the Offeror. The Offeror assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Tempe (with exception of Procurement staff) or any private courier. Offerors must allow adequate time to accommodate parking and accessing building in the event the Proposal is being hand delivered. All times referenced are Tempe, Phoenix local times. Respondents agree to accept the time stamp in the City Procurement Office as the official time.
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.
- A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the proposal 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.
- B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
- C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

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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, 2005-02, and 2010-14 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", 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 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.

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- 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.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
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. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
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 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 Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on 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.

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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.mesaaz.gov/business/purchasing/save> 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 along with the correct unit cost. 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. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
- 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;

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- ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City 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 either party reason to believe that the other party 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. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, 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 therefrom, 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 a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
- 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.
- F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.
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

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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.
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 expense 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, or 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.
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.

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- 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 and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.
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, which consent may be granted or withheld in City's unfettered discretion.
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 to the goods and/or services used to 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 equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

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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 Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *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 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.

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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 weapons 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 apply 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

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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.
45. **Ordering Process:** Upon award of a Contract by the 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.

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Proposals taking exception to Special Terms & Conditions and Instructions 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 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:** Firm fixed price, Term, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year 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 Procurement Office. Such increment shall not be for more than a period of two (2) years 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 accordance with the specifications stated in the 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 specifications stated in the 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 12 months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The 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 Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until 12 months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
 - C. The Contractor shall offer any published price reduction or if applicable to the 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 term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts

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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 ensure 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. **Payments:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of an itemized invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

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 the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror 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 the following minimum limits:

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 Office policy form CG0001 or its equivalent.

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

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

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

c. Automobile Liability

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

- C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated,

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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. **Contractor's Pollution Liability:** Contractor's pollution liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the Contractor as specified in the contract's scope of work and which shall include:
 - i. Bodily injury sickness, disease, death, mental anguish or shock;
 - ii. Property damage, including physical injury, to or destruction of property including loss of use, clean up costs, and loss of use of property not physically injured nor destroyed; and
 - iii. Defense costs, including charges and expenses for investigation and claims adjustment.

12. **Environmental Warranty:** Contractor warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in Contractor's performance of the transportation, storage, remediation and disposal services as described within the scope of work of this Contract. Contractor shall transport, store, remediate and dispose of such materials in full compliance with all applicable governmental laws, regulations and orders. If the scope of work or services requires off-site storage, treatment or disposal, the Contractor shall ensure that selected storage, treatment and disposal facilities described in the scope of work are appropriately licensed and permitted to store, treat and dispose of the waste, materials or hazardous substances detailed within the scope of work. In the event that any such facility loses its permitted status hereafter during the term of this Contract, the Contractor will immediately notify the City.

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 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
 - F. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.

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.

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.

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15. **Conduct and Dress Code:** The contractor's employees shall maintain proper conduct at all times while on City property. Employees shall maintain a professional demeanor and respect other personnel at the work site. Employees will be dressed appropriately for the work with badges or uniforms that identify them as employees of the contractor.
16. **Hazardous Materials:**
- A. Contractor covenants and agrees that it shall, at all times during the term of the Contract, and at its sole cost and expense, comply with and assume sole responsibility and liability under all environmental laws applicable to use of or operations at the Project site by Contractor, its agents, assigns and/or employees. Contractor agrees that should it or any of its agents, assigns or employees know of (a) any violation of environmental laws relating to the Project site, or (b) the escape, release or threatened release of any hazardous materials in, on, under or about the Project site, Contractor shall promptly notify the City in writing of such, and that it will provide all warnings of exposure to hazardous materials in, on, under or about the Project site in strict compliance with all applicable environmental laws.
 - B. Contractor covenants and agrees that it shall at no time use, analyze, generate, manufacture, produce, transport, store, treat, release, dispose of or permit the escape of, or otherwise deposit in, on under or about the Project site, any hazardous materials, or permit or allow any of its agents, assigns or employees to do so.
 - C. Prior to use of the Project site the Contractor shall provide the City an inventory of all equipment and materials stored and/or to be stored at the Project site.
 - D. For purposes of this Contract, hazardous materials shall include but is not limited to, any and all substances, chemicals, wastes, sewage or other materials that are now or hereafter regulated, controlled or prohibited by any environmental laws, including without limitation, any (a) substance defined as a "hazardous substance", "extremely hazardous substance", "hazardous material", "hazardous chemical", "hazardous waste", "toxic substance" or "air pollutant" by Federal laws, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., and all amendments thereto, or other similar governmental restrictions; and (b) any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any hazardous materials laws; (iii) gives rise to any reporting, notice or publication requirements under any hazardous materials laws; or (iv) gives rise to any liability, responsibility or duty on the part of the City or Contractor with respect to any third person under any hazardous materials laws.
17. **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(s) 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(s) shall also take any necessary actions as directed by the City 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(s) 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

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including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated thereunder.

18. **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, 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 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 public property without first obtaining from the owner written permission for such dumping.

19. **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. The contractor(s) 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. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.

20. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. 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 sites.

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

22. **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 wackers, etc. Monitoring of safer work performance will be performed by City staff.

22. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the contractor(s) when necessary. The contractor(s) 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.

23. **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 agreement. 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 Agreement.

Scope of Work

The City of Tempe (City) is issuing this Request for Proposal (RFP) to establish a one (1) year contract for cleaning, maintenance and repair of stormwater infrastructure and drywells on as needed basis for the City's Municipal Utilities – Water Utilities Division. Any resultant contract shall be subject to renewal for subsequent periods as provided for within the Special Terms and Conditions of this RFP. Resulting contract(s) may also be available for use by other cities per the Special Terms and Conditions of this RFP.

Resulting contract shall be monitored under the supervision of the City Procurement Office and Water Utilities.

Estimated Annual Spend

Estimated annual spend is \$50,000 but anticipated to increase as stormwater maintenance funding is acquired.

No minimum or maximum guarantee is made as to the size of a project(s) or the exact amount of work to be performed.

Multiple Awards

A primary and secondary award may be made as a result of this RFP. Multiple awards will ensure that any ensuing contracts allow the city to fulfill current and future requirements.

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 MUST be contained in the subject line of all correspondence.

Contact the following individual for clarification of this RFP:

Shireen Boone
Procurement Officer
Tempe Procurement Office
480-350-8617
Shireen_Boone@tempe.gov

Specifications – (a) Stormwater Infrastructure and (b) Drywells

Contractor shall furnish all labor, equipment, supplies and supervision necessary to:

- **(a & b)** Operate a high-volume vacuum.
- **(b)** Remove and replace filter material and hydro jet drywells.
- **(a & b)** Remove silt/debris from drywells, bubbler boxes (drywell pre-treatment), catch basins, storm water mains, culverts, ditches and other portions of the municipal separate storm sewer system (“MS4”) as needed.
- **(a)** Remove standing water and debris from storm water pumping stations.
- **(a)** Remove silt/debris from box culverts.
- **(a)** Remove silt/debris from drain pipes under roadways.
- **(a & b)** Portable pumps to remove standing stormwater water.
- **(a & b)** Re-secure stormwater infrastructure lids/grates after storm events and cleaning events.
- **(b)** Conduct drywell maintenance and repairs.

Scope of Work

Contractor will provide all pedestrian and/or traffic control needed at the job site. See the City's Traffic Barricade Manual (<https://www.tempe.gov/home/showdocument?id=42019>)

Night work must be approved by the City.

Potable water usage must be logged and provided to the City for accounting purposes. As long as appropriately air gapped, hydrant metering will not be required.

Downtime will not be paid by the City if Contractor's vehicle is disabled while in the performance of any work at the City.

Contractor may tap into City water hydrants if they are accessible and provide load count to the Water Utilities Contract Administrator. Equipment shall arrive on site with full capacity of water and empty debris box.

No travel time to or from jobsite will be paid, (except to fill tank and empty debris box after work has commenced).

Response Time

Under normal conditions, contractor will be required to respond to the initial service call from the Water Utilities Contract Administrator within 24 hours.

Under normal conditions, contractor shall be required to commence work within 7 calendar days of authorization request and all work shall be completed within 21-calendar days after commencement of work. Any exceptions must be approved by the Water Utilities Contract Administrator.

Under emergency conditions, contractor shall be required to respond and commence work within 12 hrs.

Equipment Required (Minimum)

Vacuum Combination Truck to include 10 cubic yard debris tank. Jet pump rated at 2,000 PSI. On-board 1,000 gallon capacity water tank. Extendable boom feature. Vacuum system.

Service Truck to include all equipment necessary and required to support vacuum truck including: ladder(s), gas detector(s), oxygen/gas/chemical air monitor, traffic cones, flexible hose for pumps, assorted nozzles to complete various pipe cleaning services, complete tool kit, hose mending equipment, concrete repair tools.

Various sized portable water pumps capable of dewatering stormwater structures or standing water.

Cement mixer for concrete jobs.

Contractor will be responsible for all fluids that leak/spill from its owned/leased/rented equipment and vehicles. Leaks/spills not properly contained and/or captured to the satisfaction of City will be addressed by a reduction in the amount of payment equal to the cost incurred to remediate the leaks/spills.

Crew, Conduct and Dress Code

Contractor's crew size shall be not less than two (2) people, at least one of which shall be a qualified supervisor/lead which has the appropriate work experience and training.

Contractor shall provide a qualified supervisor who shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the City or Contractor regarding the performance of the work specified in the contract.

Contractor shall furnish competent and adequately trained personnel to perform the work contained in the specifications of the contract.

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

Scope of Work

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.

Mobilization

Any and all mobilization costs are to be included in the unit prices on the price sheet. The City will not be responsible for any mobilization cost incurred by the successful contractor.

Demonstration of Services – Pre Contract Award

The City of Tempe reserves the right to request a demonstration of services. Bidder shall have ten (10) days from the date of request to provide the demonstration of services. Any services so requested shall be provided at no cost or obligation to the City of Tempe. Any demonstration provided shall create an express warranty that the whole of the services shall conform to the demonstration. The City will be the sole judge of service acceptability.

Equipment Identification

All equipment used by the Contractor must be clearly identified with the name of the company, on each side of the equipment, including personnel transportation vehicles.

Reporting

Contractor will be required to maintain a cleaning log for each item/site cleaned. Maintenance log shall include at a minimum the following: item/site, asset ID number (provided by the City), date of service, type of structure, service completed, and approximate volume of debris removed from each site. Invoices will include line item costs associated with each asset serviced and work performed.

Compliance with Laws

Contractor shall comply will all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the right of the parties, the performance of this Contract, and any dispute hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply.

Permits

Contractor shall be responsible for obtaining and/or completing any and all permits required to perform services including confined space permits and right of way work permits at no additional cost to the City.

Driver's License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid vehicle operator's license as required and issued by the State of Arizona.

Confined Space Work

The contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. 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. This program must be submitted to the City for review.

Scope of Work

Electrical Work – Lockout/Tagout

The Contractor shall comply with all applicable federal, state, and local safety and health regulations, ordinances, and requirements. The Contractor shall comply with Occupational Safety and Health Administration regulations specified in 29 CFR 1926 Subpart K - Electrical, 29 CFR 1910 Subpart S - Electrical, and 29 CFR 1910.147 The Control of Hazardous Energy (Lockout/Tagout).

The Contractor is responsible for having qualified personnel to properly lock/out or tag/out electrical and mechanical equipment as deemed necessary per the above OSHA standard. Contractor's personnel will be responsible for properly disconnecting and reconnecting electrical and mechanical equipment as required in the completion of the work.

The Contractor is responsible for adhering to the latest addition of NFPA – 70E, standards for electrical safety in the workplace.

Dumping and Disposal of Debris and Stormwater

The Contractor shall be directed by the City to dispose of the debris at a City location. The City will direct the contractor where to discharge the liquid phase. It may be discharged to the sanitary sewer or to the surrounding site if appropriate.

Disposal of Silt/Debris will be at 6600 S. Price Rd., Tempe, AZ 85283.

Pricing

Bidder must provide pricing in the format presented on the pricing pages. Pricing shall include all costs including furnishing all labor, supervision, mobilization, equipment and operators, tools, fuel, materials, disposal, forms, insurance, taxes and other items incidental which are necessary to perform the work as specified in this RFP.

From time to time work may be required that is not specifically itemized or mentioned in this RFP. The City must approve these projects in writing prior to time of work.

Payment

Payment will be made in full within thirty (30) days after receipt and acceptance of an itemized invoice from the Contractor and acceptance of work by the Water Utilities staff. If a subcontractor is used for any portion of the contract it is the responsibility of the prime Contractor to invoice for the subcontractor's services. The City of Tempe will not pay subcontractor for services performed as part of this contract.

Reduction in Payment

Reduction in payment due to unsatisfactory service: Each month Contractor performance will be evaluated for satisfactory performance. If the performance for any portion of the scope of work is unsatisfactory and poor performance is clearly the fault of the Contractor (any service not performed which is required by contract), the amount of money charged for the work will not be paid until the work/repair has been done and accepted by the City as being satisfactory.

In the event the Contractor is deficient in any required service, the Contractor shall be notified to correct the deficiency within a specified time. If the Contractor fails to correct the deficiency within the time specified, the Water Utilities staff may have the service performed by City personnel or by a separate Contractor at the Contractor's expense.

Questionnaire

Proposers are to be read and completely answer each question contain in the Questionnaire. The Questionnaire will be used to determine the qualifications of firm. The City is the sole judge as to determining what is in the best interest of the City.

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit an original of this form to the 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:	<u>StormWater Pros, LLC.</u>		
Company Purchase Order Mailing Address:			
Street Address:	<u>916 E. Impala Ave., Suite 101</u>		
City, State, Zip:	<u>Mesa, AZ. 85204</u>		
Contact Person:	<u>Cindy Johnson</u>	Phone Number:	<u>480-926-1003</u>
E-mail Address:	<u>cindy@stormwaterproslc.com</u>	Cell Number:	<u>480-577-8491</u>
<u>Remit to Information</u>			
Company Name (as it appears on invoice):	<u>StormWater Pros, LLC.</u>		
Company Payment Remit to Address:			
Street Address:	<u>916 E. Impala Ave., Suite 101</u>		
City, State, Zip:	<u>Mesa, AZ. 85204</u>		
<u>Company Tax Information</u>			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	<u>N/A</u>		
<u>Payment Options</u>			
Will your company accept the City's Master Card for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

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



Signature of Authorized Offer

11/21/2019

Date

Glen Millett

Print or Type Name of Authorized Individual

General Manager

Title of Authorized Individual



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, 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 or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

- Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;
- Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Addendum to Solicitation



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

Issue Date: | 11/25/19

This addendum will modify and/or clarify:

Solicitation No.: | 20-028

and is

Addendum No.: | 1

Procurement Description: | Stormwater Infrastructure and Dry Well
Cleaning, Maintenance, and Repair

Solicitation due date is hereby extended to Tuesday, December 3, 2019, 3:00 P.M., MST, (Arizona time).

Please ensure that you sign and submit this addendum with your proposal response by the due date found in the solicitation document.

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

Storm Water Pros, LLC.

Name of Company

cindy@stormwaterprosllc.com

Email Address

Mesa, AZ. 85204

City State Zip

Cindy Johnson / Project manager

By - Name and Title (Please Print)

480 - 926 - 1003

Telephone

Cindy Johnson

Authorized Signature

Addendum to Solicitation



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

Issue Date: | 11/26/19

This addendum will modify and/or clarify:

Solicitation No.: | 20-028

and is

Addendum No.: | 2

Procurement Description: | Stormwater Infrastructure and Dry Well Cleaning, Maintenance, and Repair

Solicitation due date is hereby extended to Tuesday, December 10, 2019, 3:00 P.M., MST, (Arizona time).

The Price Sheet line item 6 for Stormwater Pipe Cleaning per foot is hereby removed. Pricing for Stormwater Pipe Cleaning to be priced under line item 2 at an hourly rate.

Please ensure that you sign and submit this addendum with your proposal response by the due date found in the solicitation document.

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

StormWater Pros, LLC.
Name of Company

cindy@stormwater-prosllc.com
Email Address

Mesa, AZ 85204
City State Zip

Cindy Johnson / Project Manager
By – Name and Title (Please Print)

480-926-1003
Telephone

Cindy Johnson
Authorized Signature

PRICE SHEET

Stormwater Infrastructure and Drywell Cleaning, Maintenance and Repair Services RFP 20-028

COMPANY NAME StormWater Pros, LLC

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
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All rates below shall be inclusive of all necessary labor, supervision, mobilization, equipment, operators, tools, fuel, incidental materials, permits, registration, disposal, forms, insurance, taxes, and all other items incidental which are necessary to perform the work. No travel time to or from jobsite will be paid, except to fill empty to dispose of debris at a designated location in Tempe.

Group A	Stormwater Infrastructure Cleaning Service (other than drywell).		
1.0	Inspection - at a location in the City of Tempe	Per Each	\$150.00
2.0	2 person crew - Stormwater Infrastructure Cleaning Service (other than drywell maintenance). Infrastructure to include, but not limited to, catch basins, slotted drains, scupper drains, culverts, ditches, pumping stations, and stormwater pipe.	Hourly Crew Rate	\$175.00
2.1	Each additional person - Stormwater Infrastructure Cleaning Service (other than drywell maintenance). Infrastructure to include, but not limited to, catch basins, slotted drains, scupper drains, culverts, ditches, pumping stations, and stormwater pipe.	Per Hour, Per Person	\$35.00
3.0	2 person crew - Miscellaneous Stormwater Infrastructure Repair Not Identified in Line Item 1 above, or Drywell Services below.	Hourly Crew Rate	\$160.00
3.1	Each additional person - Miscellaneous Stormwater Infrastructure Repair Not Identified in Line Item 1 above, or Drywell Services below.	Per Hour, Per Person	\$35.00
4.0	After Hours Labor Rate	Per hour, per person	\$45.00
5.0	Transporting and Disposal of Silt/Debris to a City Designated Location - typically 6600 S. Price Rd, Tempe, AZ 85283.	Hourly	\$175.00
Total of Stormwater Services			\$625.00
Group B	DRYWELL Cleaning and Maintenance		
1.0	Drywell Inspection - at a location in the City of Tempe	Per Each	\$10.00
2.0	2 person crew - Drywell Cleaning and Maintenance	Hourly Crew Rate	\$175.00
2.1	Each additional person - Drywell Cleaning and Maintenance	Per Hour, Per Person	\$35.00
3.0	2 person crew - Drywell Screen or Filter Installation	Hourly Crew Rate	\$160.00
3.1	Each additional person - Drywell Screen or Filter Installation	Per Hour, Per Person	\$35.00
4.0	2 person crew - Re-Mud Ring and Grate to Cone Section of Drywell Chamber	Hourly Crew Rate	\$160.00
4.1	Each additional person - Re-Mud Ring and Grate to Cone Section of Drywell Chamber	Per Hour, Per Person	\$35.00
5.0	2 person crew - Raise Rim Elevation of Grade up to 6 inches, then Re-Mud to Cone Section	Hourly Crew Rate	\$160.00
5.1	Each additional person - Raise Rim Elevation of Grade up to 6 inches, then Re-Mud to Cone Section	Per Hour, Per Person	\$35.00

6.0	2 person crew - Replace 24 inch Ring & Grate, then Re-Mud to Cone Section	Hourly Crew Rate	\$160.00
6.1	Each additional person - Replace 24 inch Ring & Grate, then Re-Mud to Cone Section	Per Hour, Per Person	\$35.00
7.0	2 person crew - Miscellaneous Drywell Services not Identified Above	Hourly Crew Rate	\$160.00
7.1	Each additional person - Miscellaneous Drywell Services not Identified Above	Per Hour, Per Person	\$35.00
8.0	After Hours Labor Rate	Per hour, per person	\$45.00
9.0	Transporting and Disposal of Silt/Debris to a City Designated Location - typically 6600 S. Price Rd, Tempe, AZ 85283.	Hourly	\$175.00
	Total of Drywell Services		\$550.00
Group C	Catalog - Charges for replacement parts		
	Discount off of Catalog List Price (list catalog websites in the space below):		0%
Group D	Cost Plus - Charges for replacement parts		
	Cost plus percentage of cost (audits of invoices may be requested by the City, demonstrating the actual price paid.)		15%

Please ensure that all submittals have been included with proposal as referenced on the Checklist located in the RFP.

* Applicable Tax 0 %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer form, included in this Request for Proposal.**

Less prompt payments discount terms of 2 % 10 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Proposal Questionnaire

“Return this Section with your Response”

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror’s overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

Please note that as used in this Questionnaire, “Your” refers to Bidder’s company. Please respond to all questions in an orderly manner. The answers will be used during the evaluation process.

Proposal Questionnaire

“Return this Section with your Response”

Minimum Requirements

- A. Does your company have a vacuum combination truck to include 10 cubic yard debris tank. Jet pump rated at 2,000 PSI. On-board 1,000 gallon capacity water tank. Extendable boom feature. Vacuum system. Yes No

If not, provide explanation:

- B. Does your company have a service truck to include all equipment necessary and required to support vacuum truck including: ladder(s), gas detector(s), oxygen/gas/chemical air monitor, traffic cones, , flexible hose for pumps, assorted nozzles to complete various pipe cleaning services, complete tool kit, hose mending equipment, concrete repair tools. Yes No

If not, provide explanation:

- C. Does your company have Various sized portable water pumps capable of dewatering stormwater structures or standing water? Yes No

If not, provide explanation:

- D. Does your company agree to be responsible for all fluids that leak/spill from its owned/leased/rented equipment and vehicles? Leaks/spills not properly contained and/or captured to the satisfaction of City will be addressed by a reduction in the amount of payment equal to the cost incurred to remediate the leaks/spills. Yes No

If not, provide explanation:

Company's Experience and Expertise

1. Which service is your company providing an offer on?
a. Stormwater Infrastructure Cleaning, Maintenance, and Repair Services (other than drywell maintenance). Infrastructure to include, but not limited to, catch basins, slotted drains, scupper drains, culverts, ditches, pumping stations, and stormwater pipes. Yes No

PRICE SHEET

Stormwater Infrastructure and Drywell Cleaning, Maintenance and Repair Services RFP 20-028

COMPANY NAME StormWater Pros, LLC

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
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All rates below shall be inclusive of all necessary labor, supervision, mobilization, equipment, operators, tools, fuel, incidental materials, permits, registration, disposal, forms, insurance, taxes, and all other items incidental which are necessary to perform the work. No travel time to or from jobsite will be paid, except to fill empty to dispose of debris at a designated location in Tempe.

Group A	Stormwater Infrastructure Cleaning Service (other than drywell).		
1.0	Inspection - at a location in the City of Tempe	Per Each	\$150.00
2.0	2 person crew - Stormwater Infrastructure Cleaning Service (other than drywell maintenance). Infrastructure to include, but not limited to, catch basins, slotted drains, scupper drains, culverts, ditches, pumping stations, and stormwater pipe.	Hourly Crew Rate	\$175.00
2.1	Each additional person - Stormwater Infrastructure Cleaning Service (other than drywell maintenance). Infrastructure to include, but not limited to, catch basins, slotted drains, scupper drains, culverts, ditches, pumping stations, and stormwater pipe.	Per Hour, Per Person	\$35.00
3.0	2 person crew - Miscellaneous Stormwater Infrastructure Repair Not Identified in Line Item 1 above, or Drywell Services below.	Hourly Crew Rate	\$160.00
3.1	Each additional person - Miscellaneous Stormwater Infrastructure Repair Not Identified in Line Item 1 above, or Drywell Services below.	Per Hour, Per Person	\$35.00
4.0	After Hours Labor Rate	Per hour, per person	\$45.00
5.0	Transporting and Disposal of Silt/Debris to a City Designated Location - typically 6600 S. Price Rd, Tempe, AZ 85283.	Hourly	\$175.00
6.0	Stormwater Pipe Cleaning	Per foot	\$7.50
Total of Stormwater Services			\$632.50
Group B	DRYWELL Cleaning and Maintenance		
1.0	Drywell Inspection - at a location in the City of Tempe	Per Each	\$10.00
2.0	2 person crew - Drywell Cleaning and Maintenance	Hourly Crew Rate	\$175.00
2.1	Each additional person - Drywell Cleaning and Maintenance	Per Hour, Per Person	\$35.00
3.0	2 person crew - Drywell Screen or Filter Installation	Hourly Crew Rate	\$160.00
3.1	Each additional person - Drywell Screen or Filter Installation	Per Hour, Per Person	\$35.00
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5.0	2 person crew - Raise Rim Elevation of Grade up to 6 inches, then Re-Mud to Cone Section	Hourly Crew Rate	\$160.00

5.1	Each additional person - Raise Rim Elevation of Grade up to 6 inches, then Re-Mud to Cone Section	Per Hour, Per Person	\$35.00
6.0	2 person crew - Replace 24 inch Ring & Grate, then Re-Mud to Cone Section	Hourly Crew Rate	\$160.00
6.1	Each additional person - Replace 24 inch Ring & Grate, then Re-Mud to Cone Section	Per Hour, Per Person	\$35.00
7.0	2 person crew - Miscellaneous Drywell Services not Identified Above	Hourly Crew Rate	\$160.00
7.1	Each additional person - Miscellaneous Drywell Services not Identified Above	Per Hour, Per Person	\$35.00
8.0	After Hours Labor Rate	Per hour, per person	\$45.00
9.0	Transporting and Disposal of Silt/Debris to a City Designated Location - typically 6600 S. Price Rd, Tempe, AZ 85283.	Hourly	\$175.00
Total of Drywell Services			\$550.00
Group C	Catalog - Charges for replacement parts		
	Discount off of Catalog List Price (list catalog websites in the space below):		0%
Group D	Cost Plus - Charges for replacement parts		
	Cost plus percentage of cost (audits of invoices may be requested by the City, demonstrating the actual price paid.)		15%

Please ensure that all submittals have been included with proposal as referenced on the Checklist located in the RFP.

* Applicable Tax 0 %

* State correct jurisdiction to receive sales tax on the Vendor's Offer form, included in this Request for Proposal.

Less prompt payments discount terms of 2 % 10_ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Proposal Questionnaire

“Return this Section with your Response”

b. Drywell Cleaning, Maintenance, and Repair Services

Yes No

2. Can your company provide all of the following services:

(a) Stormwater Infrastructure and (b) Drywells

- **(a & b)** Operate a high-volume vacuum.
- **(b)** Remove and replace filter material and hydro jet drywells.
- **(a & b)** Remove silt/debris from drywells, bubbler boxes (drywell pre-treatment), catch basins, storm water mains, culverts, ditches and other portions of the municipal separate storm sewer system (“MS4”) as needed.
- **(a)** Remove standing water and debris from storm water pumping stations.
- **(a)** Remove silt/debris from box culverts.
- **(a)** Remove silt/debris from drain pipes under roadways.
- **(a & b)** Portable pumps to remove standing stormwater water.
- **(a & b)** Re-secure stormwater infrastructure lids/grates after storm events and cleaning events.
- **(b)** Conduct drywell maintenance and repairs.

Response:

Yes, we provide all of the above services (a) Stormwater Infrastructure and (b) Drywell maintenance for 10 years. We are one of the premier drywell installers in the State of AZ.

3. What is the complete street address of your office from which this City of Tempe contract will be administered? Please note that the City does require at least one complete street address.

Response:

916 E. Impala Ave., Suite 101, Mesa, AZ. 85204

4. What is the address from which invoices will be sent from, and payments should be sent to?

Response:

916 E. Impala Ave., Suite 101, Mesa, AZ. 85204

5. Who is your assigned Contract Manager/Project Manager to the City of Tempe?

Name: Cindy Johnson/Project Manager of HVAC/CCTV Operations
Phone: 480-926-1003
Cellular Phone: 480-577-8491
E-mail Address: cindy@stormwaterproslc.com

Proposal Questionnaire

“Return this Section with your Response”

6. Describe your company's (and subcontractor's) experience, expertise, and qualifications in performing the services your company is bidding on:

- 6a.
 - Storm Infrastructure Cleaning, Maintenance, and Repair Services (other than drywell maintenance). Infrastructure to include, but not limited to, catch basins, slotted drains, scupper drains, culverts, ditches, pumping stations, and stormwater pipe.

Response:

StormWater Pros has been conducting storm infrastructure cleaning, maintenance and repair services for 10 years in the State of Arizona. StormWater Pros has had multi-year contracts for these specific services with the City of Scottsdale, City of Tempe, City of Goodyear, City of Avondale, City of Casa Grande as well as Mesa Public School District, Casa Grande School District, Maricopa Community Colleges and Maricopa County. StormWater Pros was a sub-contractor on an ADOT project cleaning culverts along the I-10 and I-8 from Phoenix to California. Lastly, StormWater Pros has also maintained storm drain structures for thousands of properties for private owners in the State of Arizona.

- 6b.
 - Drywell Cleaning, Maintenance, and Repair Services

Response:

StormWater Pros has been conducting drywell cleaning, maintenance and repair services for 10 years in the State of Arizona. StormWater Pros has had multi-year contracts for these specific services with the City of Scottsdale, City of Tempe, City of Goodyear, City of Avondale, City of Casa Grande as well as Mesa Public School District, Casa Grande School District, Maricopa Community Colleges and Maricopa County. StormWater Pros was a sub-contractor on an ADOT project cleaning culverts along the I-10 and I-8 from Phoenix to California. StormWater Pros is a drywell installer and installs hundreds of drywells in the Phoenix area each year. SWP has the trained personnel and know how to properly repair and maintenance drywells according to manufacture recommendations and guidelines. Lastly, StormWater Pros has also maintained storm drain structures for thousands of properties for private owners in the State of AZ.

7. Provide information on any subcontractor your company will use to perform services under the scope of this RFP, and include two (2) references for each.

Response:

StormWater Pros does not use any subcontractors and we have all the personnel and equipment to perform the scope of work.

8. Does your company have all required Federal, State, and local certifications, licenses, and permits required for the operation of the business conducted by the Contractor? Yes No

If not, provide explanation:

Proposal Questionnaire

“Return this Section with your Response”

9. Are all certifications, licenses and permits current?

Yes No

If not, provide explanation:

10. What certifications, licenses, and permits do you currently have?

Response:

ROC #269340, Dust Control #SC1100382, ADOT #2352481, Professional Engineering license #43834

11. Will your company perform all work for this contract in conformance with all OSHA, Federal, State, County, and City safety requirements? Yes No

If not, provide explanation:

12. Does your company have the minimum equipment required to perform the services in this RFP? Yes No

If not, provide explanation:

13. Will your company provide all required reports as indicated in this RFP? Yes No

If yes, provide samples that meet the City's reporting requirements provided in the Scope of Work. See the Checklist provided later in this RFP for more instructions.

If not, provide explanation:

14. Provide all of the warranties and guarantees your company offers for the services listed in this RFP? A response of “see attached” is not acceptable. Firms must explain their warranties/guarantees below, however may also include the written terms under Tab 7 in submittal.

Proposal Questionnaire

“Return this Section with your Response”

Response:

Standard cleaning services do not include a cleaning warranty due to the fact that systems repeatedly get dirty. However, StormWater Pros does warranty stormwater infrastructure repair services and drywell repair services. Our standard warranty is a 5-year warranty on workmanship.

15. Has your company ever defaulted on a similar type of contract?

Yes No

If yes, provide explanation:

16. Do you agree to the Terms and Conditions, Scope of Work and Specifications of this RFP?

Yes No.

If No, provide the term below, redlining to modify and an explanation why. **NOTE:** Taking exception to any term in this RFP may cause the Proposal to be considered nonresponsive and rejected.

Response:

17. If awarded, will your company allow other government agencies to utilize this contract?

Yes No

If not, provide explanation:

18. List two (2) customer references for which your firm has performed the services requested in this RFP (government and/or large business preferred).

18.1 Reference One:

Name of Firm: City of Avondale

Contact Person: Hether Krause

Contact Person Email: hkrause@avondalez.gov

Telephone Number: 623.333.4220

Proposal Questionnaire

“Return this Section with your Response”

Services Provided Maintenance for complete storm infrastructure for the City of Avondale. Annual storm infrastructure inspections to evaluate work needed.

18.2 Reference Two:

Name of Firm: CCMC Property Management

Contact Person: Cheryl Miller

Contact Person's Email: cmiller@ccmcnet.com

Telephone Number: 480-892-2267

Services Provided Initial inspection and evaluation of several hundred drywells. Cleaning, maintenance and repairs of all community drywells. Inspection and work needed is performed annually for the past five years.

19. Do you have an Arizona Transaction Privilege Tax License to collect Arizona sales tax?

Response:

Yes - 20611468

20. If selected, will your company provide invoices in electronic format?

Response:

Yes

21. If yes, can these documents be modified to a specific City of Tempe electronic format?

Response:

Yes

22. Provide a copy of the Permit Required Confined Space Program as specified under 29 CFR 1910.146. Include under tab 7 in your proposal as instructed on the Checklist in this document. *Offeror's Confined Space Program will be evaluated by the City's Risk Manager or designee.*

Proposal Questionnaire

“Return this Section with your Response”

23. Provide any additional information that may be of interest to the City regarding your company and the services that you offer.

Response:

StormWater Pros is owned and managed by Professional Engineers in the State of Arizona. All inspections and system evaluations are performed by a licensed Professional Engineer. Due to our Engineering knowledge StormWater Pros is well versed in all types of stormwater structures, especially drywells, and have all the knowledge that these structures are cared for properly. Since StormWater Pros installs hundreds of drywells each year our knowledge of drywell functionality is second to none. StormWater Pros has a trademarked drywell product named the Purewell.

Personnel's Experience and Expertise

1. List designated Project Manager who will be responsible for managing all work provided by any resulting contract. (This individual shall be considered "Key Personnel.") Please submit resume with response (*see Checklist for further details, located in this RFP document*).

Contract Manager Name: Juan Fletes/Director of HVAC/CCTV Operations

Phone Number: 480-926-1003

Cell Phone Number: 602-463-4050

E-mail address: juan@stormwaterproslc.com

2. List the project team to work on the City's contract (if currently known), and provide a resume or short bio for each person (*see Checklist for further details, located in this RFP document*).

Response:

Tab 7 in submittal

3. List the personnel and the number of years of experience they have under each category below
- 3a. Storm Infrastructure Cleaning, Maintenance, and Repair Services (other than drywell maintenance). Infrastructure to include, but not limited to, catch basins, slotted drains, scupper drains, culverts, ditches, pumping stations, and stormwater pipe:

Response:

Tab 7 in submittal

Proposal Questionnaire

“Return this Section with your Response”

3b. Drywell Cleaning, Maintenance, and Repair Services:

Response:

Tab 7 in submittal

4. Provide any additional information that may be of interest to the City regarding your personnel.

Response:

All inspections and system evaluations are performed by a licensed Professional Engineer. Many of our operators have been in this line of work for over 10 years.

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory or minimum requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rate them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits, demonstrations, and best and final offers as determined at the sole discretion of the City.

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

The table below provides the evaluation criteria to be used in evaluating the offers. The award criteria align with the questionnaire and will include the evaluation of responses to each of the criteria. This table is for informational purposes only and will be used by the City's evaluation committee to determine contract award.

*** FOR CITY USE ONLY

Mandatory Requirements				Pass		Fail
				_____		_____
Evaluation Criteria	Weight	X	Rating	=	Points	
1. Price	40%			=	_____	
2. Company's Experience and Expertise <ul style="list-style-type: none"> • Experience • References • Warranties • Compliance with Terms and Conditions 	35%	X	_____	=	_____	
3. Personnel's Experience and Expertise <ul style="list-style-type: none"> • Experience and Qualifications 	25%	X	_____	=	_____	
Sub Total	100%				_____	
4. Demonstration of Services or interviews (if the City determines this is needed)	200 Points Possible	X	_____	=	_____	
Final Total Points	1,200 Points Possible				_____	

Evaluation Criteria

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	.	.	.	9 to 10
Good	.	.	.	7 to 8
Average				4 to 6
Poor or Unacceptable				0 to 3

To evaluate the price portion of the above criteria, the City may elect to evaluate each company on a percentage basis of the lowest cost Offer. The formula would be: $(\text{Lowest Priced Offer} / \text{Evaluated Offeror's Price}) \times \text{Points Possible} = \text{Evaluation Points}$.

Pricing Section

Provide pricing on the Excel document attached to this RFP.

* Applicable Tax 0 %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of 2 % 10 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Yesenia Loredo-Flores
Ramona Zapien

Letters A – H and Numbers
Letters I – Z

Questionnaire - Company's Experience and Expertise

13. Reporting

1. Inspection Report
 - a. item/site
 - b. asset ID number
2. Clean Report
 - a. date of service,
 - b. type of structure,
 - c. service completed
 - d. approximate volume of debris removed from each site
3. Invoice
 - a. line item costs associated with each asset serviced
 - b. work performed
 - c. price

0919-06 Inspection Report - Desert Sky Esplanade



System No.	Structure Type	Structure Size Info	Depth To Debris	Pipe Condition	Screen/Rack Condition	Description of Work Needed	Comments
1	Catch Basin	30"x40"	4'-6"	N/A	N/A	None	Some Dirt and Trash
2	Catch Basin	30"x40"	2'-10"	N/A	N/A	None	Some Dirt
3	Catch Basin	30"x40"	3'-0"	N/A	N/A	Hydrovac Clean	Dirt, Leaves and Trash
4	Catch Basin	30"x40"	2'-2"	N/A	N/A	None	Some Dirt
5	Drywell Interceptor	24"	--	Ok	Ok	Hydrovac Clean	Standing Water and Trash
6	Catch Basin	30"x40"	2'-0"	N/A	N/A	None	Dirt and Trash
7	Bubbler	30"x40"	1'-5"	N/A	N/A	Hydrovac Clean	Dirt and Trash
8	Bubbler	30"x40"	1'-10"	N/A	N/A	Hydrovac Clean	Dirt and Trash
11	Catch Basin	3-30"x40"	4'-4"	N/A	N/A	None	Clear, Some Dirt
17	Drywell Interceptor	24"	25'-0"	Ok	Ok	None	Dirt and Some Trash
18	Underground Tank	32"	N/A	N/A	N/A	None	Ok
19	Underground Tank	32"	N/A	N/A	N/A	None	Ok
31	Drywell	24"	16'-1"	Leaning Standpipe	Damaged	Hydrovac Clean - Install Reinforcing Bracket on Standpipe and Replace Damaged or Missing Debris Screen	Dirt
32	Drywell	24"	16'-3"	Ok	Ok	Hydrovac Clean	Dirt
33	Drywell	24"	17'-1"	Ok	Ok	Hydrovac Clean	Dirt
34	Drywell	24"	16'-9"	Ok	Damaged	Replace Damaged or Missing Debris Screen	Rocks
35	Drywell	24"	18'-10"	Ok	Ok	None	Gravel
36	Headwall	36"	N/A	<10% Clogged	N/A	None	Some Dirt
37	Drywell	24"	17'-0"	Ok	Ok	None	Gravel and Some Trash
38	Drywell	24"	17'-10"	Leaning Standpipe	Ok	Hydrovac Clean - Install Reinforcing Bracket	Dirt
39	Drywell	24"	18'-1"	Ok	Ok	Repair Sink Hole	Dirt - Sink Hole






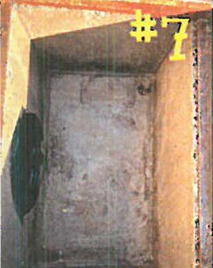
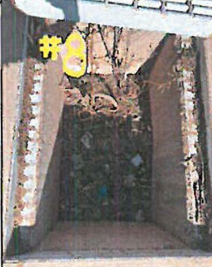
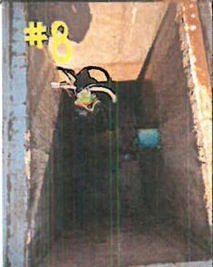
Site Clean Report For (Job Name/Job Number) - **Desert Sky Es, Inade**


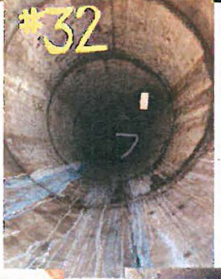

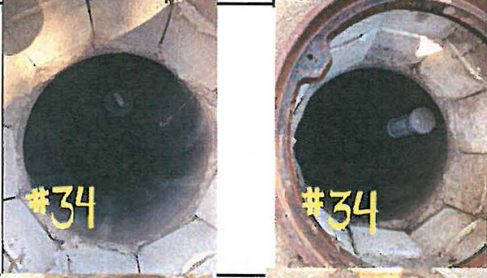
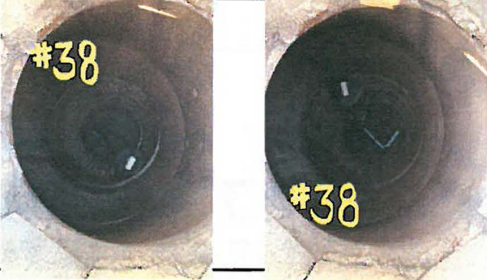
0919-06

Performed By (Crew): **Tony & Parker (HV5)**



Date Performed: **November 7th 2019**

Structure No.	Structure Type	Depth Before	Depth After	Screen Condition	Comments	Picture of Cleaned System	
3	Catch Basin	3 Ft	4 ft	Good	Hydrovac cleaned and vacuumed removing about a foot of trash and debris.		
5	Drywell	8 ft	16.3 ft	Good	Hydrovac cleaned and vacuumed all trash. Continuous water flow from lateral pipes.		
7	Bubbler Basin	1.5 ft	3 ft	Good	Removed all trash, weeds and other debris. Hydrovac cleaned and vacuumed.		
8	Bubbler Basin	2.1 ft	4.2 ft	Good	Hydrovac cleaned and vacuumed removing about a foot of debris.		

Structure No.	Structure Type	Depth Before	Depth After	Screen Condition	Comments	Comments
31	Drywell	16 ft	16.6 ft	NEW	Installed a new debris screen and bracket. Hydrovac cleaned and vacuumed.	
32	Drywell	16.3 ft	16.9 ft	Good	Hydrovac cleaned and vacuumed removing all debris.	
33	Drywell	17 ft	17.6 ft	Good	Pulled about half a foot of debris, hydrovac cleaned and vacuumed.	
34	Drywell	---	---	NEW	Replaced old debris screen with a new one.	
38	Drywell	17 ft	17.2 ft	Good	Installed a new bracket, hydrovac cleaned and vacuumed.	

StormWater Pros, LLC

Confined Space Program

Pursuant to 29 CFR 1910.146

Revision Date: March 2013

Contents

The written program

- **Company policy and responsibilities**
- **Confined space and permit-space identification**
- **Procedures for entering a permit space**
- **Alternate procedure for entering a permit space**
- **Completing the entry permit**
- **Duties of entrants, attendants, and entry supervisors**
- **Training employees**
- **Employee training record**
- **Rescue and emergency services**
- **Annual program review**

Company policy and responsibilities

Company policy

StormWater Pros, LLC is committed to a safe, healthful workplace for its employees. The purpose of this written program is to identify all confined spaces at this workplace and ensure that all authorized employees will enter, work in, and exit the spaces safely. StormWater Pros, LLC will inform all affected employees when there are changes to this written program.

StormWater Pros, LLC will do the following to ensure the health and safety of those who work in and around permit spaces:

- Evaluate each confined space to determine if it has the characteristics of a permit space.
- Inform all employees of the location and the hazards in each confined space.
- Prevent unauthorized persons from entering a permit space.
- Train authorized entrants, attendants, and entry supervisors so that they have the skills necessary to fulfill their duties.
- Provide all necessary equipment for permit-space work at no cost to employees, maintain the equipment, and ensure that employees use the equipment properly.
- Inform contractors about the permit-space program and coordinate entry operations.

Responsibilities for managing the program

StormWater Pros, LLC designates the following persons to manage the permit-space program:

Person's name or position	Person's responsibility
Amaron Merrill	Managing the overall program. Overall implementation and maintenance of the written program, including employee certification or training that satisfies the requirements of 1910.146.
Management/Operators	Identifying permit-space locations. Location and identification of all permit spaces at this workplace.
Amaron Merrill	Training affected employees. Ensure that authorized entrants, attendants, entry supervisors, and on-site emergency responders are properly trained and have periodic refresher training.
Amaron Merrill	Planning for emergencies. Ensure that emergency responders are informed of all permit-required confined spaces at the workplace and have access to the spaces for drills and other training exercises.
Management/Operators	Equipment. Ensure that all equipment for authorized attendants and entrants is properly maintained and is available when needed.

Confined space and permit space identification

Management and Operators have identified and evaluated all enclosures that have the characteristics of confined spaces and permit spaces as shown below.

Description and location of space	Type of space (check one)		
Drywells	Confined space	X	Permit space <input type="checkbox"/>
Catch Basins	Confined space	X	Permit space <input type="checkbox"/>
Culverts	Confined space	X	Permit space <input type="checkbox"/>
	Confined space	<input type="checkbox"/>	Permit space <input type="checkbox"/>
	Confined space	<input type="checkbox"/>	Permit space <input type="checkbox"/>
Sewer Manholes	Confined space	<input type="checkbox"/>	Permit space X
Envibro Systems	Confined space	<input type="checkbox"/>	Permit space X
Underground Storage Tanks	Confined space	<input type="checkbox"/>	Permit space X
	Confined space	<input type="checkbox"/>	Permit space <input type="checkbox"/>
	Confined space	<input type="checkbox"/>	Permit space <input type="checkbox"/>

Procedures for entering a permit space

If contract only workers will enter the space

StormWater Pros, LLC will perform their own work and will not sub out any contract work for the spaces (confined and permit required) identified in this program.

If and when contract workers will enter the permit space, StormWater Pros, LLC will inform the contractor about all hazards in the space, the permit-space program, and company safety rules. Management will review and discuss each contracted job with the contractor before the work begins. Storm Water Pros, LLC will inform contract workers about the permit-space program that the contractor will follow. If the contractor's permit-space program is less effective than the company's program, the contractor will follow the company's program.

If contract workers and company employees will enter the space

Amaron Merrill will coordinate entry operations with the contractor so that contract workers and company employees work together, following this company's permit space-program.

If company employees only will enter the space

1. Pre-entry procedure

Task

- Obtain an entry permit.
- Specify the acceptable conditions for entering the permit space. Entry into a permit space is prohibited until the atmosphere has been tested from outside the space. Tests must include those for *oxygen content*, *flammability*, and *toxic gasses*, in that order. The percentage of oxygen for entry must not be less than 19.5 percent or more than 23.5 percent at normal atmospheric pressure. If the percentage of oxygen falls below 19.5 percent, entrants must use appropriate air-supplying respirators. The atmosphere in the space must be checked at least every hour or continuously monitored.
- Provide authorized entrants with the opportunity to observe any monitoring or testing of the space.
- Isolate the permit space from sources of hazardous energy. Disconnect hazardous equipment from the sources of hazardous energy, whenever possible. All chemical and steam pipes, treating agents, and lines must be blanked or removed. Electrical isolation must be accomplished by locking out circuit breakers or disconnects in the off position with a key-type lock. The key must remain with the authorized entrant. If more than one person enters the space, a group lockout procedure is allowed.

Task

- Purge, inert, flush, or ventilate the space to eliminate or control atmospheric hazards. Initial testing of the atmosphere must be performed from outside the space. Continuous ventilation must be maintained in the space, when possible.
- Ensure that entrants have the equipment they need to do their jobs (including rescue equipment) and they know how to use the equipment.
- Set up barriers, if necessary, to protect entrants from external hazards.
- Post a warning at the entrance to the space that says: **WARNING, PERMIT-REQUIRED CONFINED SPACE. ENTRY BY PERMIT ONLY.** If special equipment is required for entry, the appropriate information may be included on the signs; for example: **RESPIRATOR REQUIRED FOR ENTRY** or **LIFELINE REQUIRED FOR ENTRY.**
- Verify that conditions in the space are safe for the duration of entry.
- Complete and sign the entry permit to authorize entry into the permit space.
- Display the completed entry permit at the time of entry so that authorized entrants can confirm that pre-entry preparations have been completed.

2. Conditions during entry

- All electrical equipment in the space must be properly grounded.
- The space must have adequate illumination.
- All unauthorized persons must be kept away from the space.
- Welding and burning equipment other than torches and hoses must not be taken into the space. Gas cylinders or welding machines must remain outside the space. They must be blocked if they are on wheels. All welding equipment must have quick shut-offs that are under control of the attendant. When gas welding or cutting is suspended, the gas supply must be cut off at the cylinder and the torch removed from the confined space.
- The attendant must know how to shut down welding and burning equipment when entrants perform hot work.
- If entrants need a ladder to enter a permit space, the ladder must be secure and must not be removed when they are in the space.
- Entrants must leave the permit space immediately when any of the following occurs:
 1. An order to evacuate is given by the attendant or entry supervisor.
 2. An entrant recognizes any warning sign or symptom of exposure.
 3. An evacuation alarm is activated.
 4. An entrant is unable to communicate with the attendant.
- An attendant immediately outside the space must monitor authorized entrants. The attendant must have a means of continuous communication with entrants.
- If entrants are injured or become ill, the attendant must contact the entry supervisor.

3. Procedure following entry

- The entry supervisor will terminate entry and cancel the entry permit when entry operations have been completed or an emergency occurs in or near the space.
- StormWater Pros, LLC will retain each canceled entry permit for at least one year to evaluate the permit-space program.

Alternate procedure for entering a permit space

If the space has only an actual or potential atmospheric hazard that can be controlled by forced-air ventilation, employees can enter the space if they follow this procedure:

- Ensure that the space has only an actual or potential atmospheric hazard that can be controlled by forced-air ventilation sufficient to keep the space safe before employees enter and while they are in the space.
- Have monitoring and inspection data that show forced-air ventilation will keep the space safe during entry. Entrants must have the opportunity to review the data before they enter the space. Entry into a permit space is prohibited until the atmosphere has been tested from outside the space. Monitoring and inspection data must include *oxygen content, flammability, and toxic gasses*, in that order. The percentage of oxygen for entry must not be less than 19.5 percent nor more than 23.5 percent at normal atmospheric pressure.
- Ensure that any condition in the space that makes it unsafe to remove the entrance cover is eliminated before the cover is removed.
- Set up barriers, if necessary, to protect entrants from external hazards.
- Periodically test the atmosphere in the space to ensure it is not hazardous. If entrants encounter a hazardous atmosphere, they must exit immediately.
- Ensure that the space has no actual or potential atmospheric hazards. The space cannot be reclassified if actual or potential atmospheric hazards exist.
- Ensure that all other hazards in the space are eliminated before employees enter.
- Follow the written program and obtain an entry permit if it is necessary to enter the space to eliminate hazards or to test the space for atmospheric hazards.
- Document how all hazards in the space were eliminated.

Completing the entry permit

Before employees enter a permit space, the entry supervisor must complete and sign an entry permit that verifies the permit space is safe for employees to enter. The entry permit must be posted at the permit-space entry and include the following information:

- Location of the permit space.
- Purpose of entry.
- Entry date and the time employees will enter.
- Authorized entrants' names.
- Authorized attendants' names.
- Entry supervisor's name and signature.
- Hazards in the space.
- How hazards will be controlled so that the space is safe to enter.
- Acceptable entry conditions.
- Testing data and testers' initials that certify the space is safe to enter.
- Names of emergency responders and instructions for contacting them.
- Communication procedures used by entrants and attendants.
- A list of all equipment, including PPE, necessary to ensure entrants' safety.
- A description of any other permits that entrants need to work in the space.

The procedure for completing an entry permit

- Obtain an entry permit before employees enter the space.
- Accomplish all pre-permit activities required for entering the space.
- Complete all items on the entry permit.
- Sign the permit. If any item on the permit is checked as "NO" (meaning not yet completed or available), the permit must not be signed.
- Attach a copy of the entry permit outside the confined space. Keep it there until the entry operations are finished and the entry supervisor cancels it.

Duties of entrants, attendants, and entry supervisors

Authorized entrants, attendants, and entry supervisors have the following duties and responsibilities:

Duty/responsibility	Entrant	Attendant	Supervisor
Keep unauthorized entrants away from the space.		x	x
Remove unauthorized individuals who enter or who attempt to enter the permit space.			x
Communicate with entrants, monitor their status, and tell them when to evacuate.		x	
Inform the entrants and the entry supervisor if unauthorized persons enter the permit space.		x	
Communicate with the attendant regularly.	x		
Remain outside the space during entry operations until relieved by another attendant.		x	
Know the number and identity of authorized entrants.		x	
Use all equipment properly.	x	x	
Determine that acceptable entry conditions are maintained.			x
Exit from the permit space immediately upon an order to evacuate, an alarm warning, or a sign of a hazardous condition.	x		
Know permit-space hazards, including the mode, symptoms, and consequences of exposure.	x	x	x
Notify the attendant of any signs or symptoms of exposure to a hazardous condition	x		
Terminate the entry and cancel the permit when entry operations are finished or if a prohibited condition arises.			x
Verify that entry conditions are acceptable before signing the permit and allowing entry.			x
Perform non-entry rescues if necessary.		x	
Verify that rescue services are available and the means for summoning them are effective.			x
Summon emergency responders when entrants need their services.		x	

Training employees

StormWater Pros, LLC will train all authorized entrants, attendants, and entry supervisors so that they have the understanding, knowledge, and skills necessary to perform their jobs.

Training will be provided in the following manner:

- Before the employee is first assigned duties.
- Before there is a change in the employee's assigned duties.
- When there is a change in permit-space operations that presents a hazard for which the employee has not been trained.
- When the employee does not follow entry procedures.

Provide awareness training to all employees who work in areas where permit spaces are present.

Repeat awareness training when there is a change in the written program and when there are new or previously unidentified permit spaces.

Awareness training must explain:

- The written permit-space program
- How to recognize a permit space
- How entry is authorized by the entry permit
- How entry is authorized by the alternate entry procedures (if used)

StormWater Pros, LLC will certify that employees have been trained by recording each employee's name, the type of training, the trainer's signature, and the training date. The record will be available for inspection by employees and their authorized representatives.

Employee training record

Employee name	Type of training	Trainer's signature	Training date
Amaron Merrill	Confined Space	Toni DiDomenico	3-28-13
William Scalf	Confined Space	Toni DiDomenico	3-28-13
Cesar Cuen	Confined Space	Toni DiDomenico	3-28-13
Daniel Napier	Confined Space	Toni DiDomenico	3-28-13
Brig Christensen	Confined Space	Toni DiDomenico	3-28-13

Rescue and emergency services

[Note to employers: Before you authorize workers to enter a permit space, you must be sure that experienced emergency responders will be available if an entrant needs help. You can choose either an off-site service to respond to permit-space emergencies or you can designate properly equipped and trained on-site employees. What's most important is that the responder meets your needs in an emergency.]

Non-entry rescue

Non-entry rescue is the preferred method for rescuing an entrant from a permit space. A retrieval system must be available to retrieve entrants from vertical permit spaces that are more than five feet deep. The retrieval system must be used to rescue an entrant unless the equipment would increase the entrant's risk of injury. Each authorized entrant must use a properly attached chest harness or full-body harness. Entrants may use wristlets if chest or full-body harnesses put them at a greater risk of injury in an emergency. The other end of the retrieval line must be attached to a retrieval system outside the permit space so that rescue can begin immediately.

If an entrant could be exposed to a substance for which a material safety data sheet (MSDS) is required to be kept, that MSDS must be made available to the medical facility that treats the entrant.

On-site rescue and emergency services

Employees will not enter a permit space to respond to an emergency unless they have been properly trained and equipped. If a permit-space rescue is necessary, the attendant is responsible for doing the following:

- Summoning emergency responders.
- Attempting to rescue entrants using only non-entry rescue equipment.
- Monitoring the emergency and informing responders about the number of victims, their condition, and the hazards in the space.

Only properly equipped, trained employees are permitted to enter a permit space during an emergency. Each employee who will enter a permit space in an emergency must do the following:

- Complete training required to establish proficiency as an authorized entrant.
- Complete training in basic first-aid and CPR.
- Complete training in use of personal protective and rescue equipment.
- Use appropriate personal protective and rescue equipment.
- Perform assigned rescue duties during a permit-space emergency.
- Practice a permit-space rescue at least once every 12 months.

Third-party rescue and emergency services

When a third-party rescue service is used, ensure that the service:

- Agrees in writing to provide the service
- Is capable of performing all necessary rescue operations
- Is trained in first aid and CPR and at least one member is certified in first aid and CPR

Third-party rescue service providers must:

- Obtain the evaluation information about every permit space they may need to enter
- Be familiar with procedures necessary to remove entrants from permit spaces in an emergency or when they are not able to self-rescue
- Use the entry permit to identify all physical and atmospheric hazards in the space and determine the procedure to follow for entering the space

StormWater Pros, LLC understands that if a third-party emergency service is necessary, the ability of the third party will be evaluated to rescue entrants from the permit spaces identified at the site and StormWater Pros, LLC has arranged with the following responder to provide rescue and emergency services:

Emergency service provider information

Name of provider: N/A – Designated Employee Amaron Merrill

Address of provider: N/A – StormWater Pros Employee

Phone number: 480-370-5973

Approximate response time: N/A

StormWater Pros, LLC has informed (type the name of emergency service provider) of hazards that may exist in the permit spaces identified at this site and has given the provider access to the spaces to develop appropriate rescue plans and to practice rescues. The provider has also agreed, in writing, to provide the service.

Annual program review

Within one year of an entry operation, StormWater Pros, LLC confined space team must review canceled entry permits to identify program deficiencies. The review must be sooner if there is reason to believe that the program does not adequately protect employees. Actions to correct deficiencies must be documented and affected employees must be retrained.

StormWater Pros, LLC will review this Confined Space Program on an annual basis. This program is subject to change in that information, policies, and procedures will be added and/or amended.

The signature below is verification that this program has been reviewed or changed.

Signature of reviewer

Date

Entry permit

Permit date: / / Work shift: 1st 2nd 3rd Expires: / /

Time started: _____

Permit space to be entered (name and location of space): _____

Purpose of entry: _____

Names of trained, authorized individuals

- Entry supervisor: _____
- Entry attendant: _____
- Authorized entrants: _____
- Authorized entrants: _____

Emergency contact information

Emergency responder: _____ Phone number: _____

Contact person: _____ Time: _____

Pre-entry requirements

Requirements	Yes	No	N/A	Requirements	Yes	No	N/A
Lockout - tagout/de-energize	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot work permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pipes(s) broken or capped or blanked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fall arrest harness/lifeline/tripod	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Purge or flush or drain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personal protective equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation (natural or mechanical)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Hardhat</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secure area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Gloves</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safe lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Safety glasses</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-sparking tools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Respirator, type</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication method	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Other PPE:</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contractor employees involved	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Other PPE:</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Space-monitoring results		Test 1	Test 2	Test 3	Test 4
Monitor at least every four hours	Permissible entry levels	Time: Initial:	Time: Initial:	Time: Initial:	Time: Initial:
Percent oxygen	19.5% to 23.5%				
Combustible gas	Less than 10% LEL				
Other toxic gas					
Other toxic gas					
Other toxic gas					

Entry permit (continued)

Possible atmospheric hazards	Yes	No	N/A
Lack of oxygen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Combustible gases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Combustible vapors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Combustible dusts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toxic gases/vapors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Possible non-atmospheric hazards			
Noise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chemical contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical exposure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temperature extreme	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Engulfment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Entrapment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other non-atmospheric hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Pre-entry checklist

Do not enter this permit space until the following "needs action" conditions are corrected.

OK	Needs action	
<input type="checkbox"/>	<input type="checkbox"/>	Before entering the permit space, the supervisor or designee must notify the rescue team. IDLH conditions require at least one rescue team member located outside the space.
<input type="checkbox"/>	<input type="checkbox"/>	A minimum of two employees must be assigned to work involving permit space entry. One employee must remain outside the permit space at all times.
<input type="checkbox"/>	<input type="checkbox"/>	The surrounding area must be surveyed to show that it is free of hazards such as drifting vapors from tanks, piping, sewers, or vehicle exhaust.
<input type="checkbox"/>	<input type="checkbox"/>	Those responsible for operation of the gas monitor have been trained.
<input type="checkbox"/>	<input type="checkbox"/>	Gas monitor calibration tests and functional test (fresh air calibration) have been performed this shift on the gas monitor. If so, by whom? _____
<input type="checkbox"/>	<input type="checkbox"/>	The atmosphere will be continuously monitored while the space is occupied, if required by entry procedure.

This permit has been terminated for the following reason:

Work completed Canceled Time: _____ Note: _____

Supervisor's signature _____ Time: _____ Date: / /

Return this completed permit to _____ . Review, then file for one year.

Questionnaire - Personnel's Experience and Expertise

2. Personnel BIO

Juan Fletes – Director of Hydrovac and CCTV Operations

Phone: 602-463-4050

Email: Juan@stormwaterproslc.com

Years of relevant Hydrovac /CCTV experience: 17 yrs.

Supporting role and responsibilities:

- Supervises the operation of inspections and cleaning of sewer and storm sewer infrastructure and field operations.
- Prepares and relays work order procedures for CCTV crew operators and hydrovac crew operators including safety procedures, scheduling, detail carry-out, and assurance of quality deliverables.
- Organizes and mobilizes all needed field and inspection equipment and construction materials as necessary.
- Provides technical and field support in resolving logistics that may need to be resolved such as pipe blockage, accessibility, traffic control, inspection timing during low flow period, and equipment performance.
- Dedicated to field crews to ensure Equipment and Crews are operating at peak potential and available for any issues that may arise.

Glen Millett, P.E. – Engineering and General Manager

Phone: 480-694-8553

Email: glen@stormwaterproslc.com

Professional Registration: State of Arizona, #43834

NASSCO Certification, #U-1213-06019726

Years of relevant engineering experience: 17 yrs.

Supporting role and responsibilities:

- Develops operational strategy and planning of execution of all Company contracts from the beginning to the end.
- Reviews, identifies, and evaluates documented defects of large sewer and storm sewer pipelines.

- Performs prioritization analysis of sewer & storm sewer infrastructure that is in need of repair and/or maintenance in conjunction with available funding and resources.
- Develops rehabilitation measures and recommendations for needed pipe repairs including the development of construction cost estimates.
- Provides project oversight in advancing the contractual timeline from the planning stage to final inspection and completion, achieving set milestones, and monitoring budgets.
- Performs and prepare construction plans and specifications for sewer and storm sewer pipe repair. Construction plans and documents will reflect City of Avondale design and construction standards and MAG standards and specifications.
- Implements value engineering strategies to save money and time on construction costs

Vohn Martineau, P.E. – Engineering and Manager of Inspection Department

Phone: 602-388-2647

Email: vohn@stormwaterproslc.com

Professional Registration: State of Arizona, #27824

Years of relevant engineering experience: 10 yrs.

- Perform field site inspections to determine condition of stormwater infrastructure.
- Use experience and expertise to provide recommendations on drywell repairs and maintenance.
- Prepares client inspection reports and site map of all stormwater infrastructures and drywells.

3. Personnel Years of Experience

3a. Storm Infrastructure Cleaning, Maintenance, and Repair Services

- 1. Adrian Gomez** - 13 years, Hydro jet sewer lines, Lift stations, Pump stations, Aeration Basins, Palmer, Scrubbers, Sulfuric acid tanks, Hydro excavation, Clarifiers. About 5 years B class license with tanker endorsement, no restrictions. Permit required and non-permit required Confined Space Training.
Loto (lockout tagout & tryout) training, SCBA & supplied air full face/half face respirator Air monitors training, 4, 5, 6 gas. MSA Safety, RKI Eagle, IBrid, LEL. CO. H2S. O2. CO2. SO2. CH4, CPR training, Fuel tanks, For BP, Copper mines
- 2. Lucio Vargas, Jr** – 6 years operating combo truck and vacuum loader. 4 years CCTV with lateral launcher. Clean 8" to 60" pipe and over 600000 thousand miles of pipe. For multiple cities in Colorado. Hydro excavating free utilities, water breaks, and pipe insulation. Have installed trenchless pipe repair liners. Also worked at many power plants in Colorado. Vacuumed out Ash silos, broken conveyor belts buried in coal,

hydro blasted lime tanks and pipe. Associates Degree in automotive technology. Confined space training, PAPC certifications. Cleaned and video Adams county Colorado storm drains and located and expose buried manholes.

3. **Tony Blythe** - 2+ years Operating Vac-Trucks, ADEQ Grade 1 Certification in Wastewater/Treatment. Confident in Operations if Lift Stations, CCTV Camera Operations, Jetted 4000 ft of sewer lines on a daily basis for 9 months. 2+ years in Hydro excavation/potholing. Have provided services to a majority of Arizona Municipalities including City of Phoenix, Tempe, Gilbert, Peoria and many others. CPR Cert/ Forklift Cert/Confined Space Training. Have worked for large private companies i.e...Intel.

3b. Drywell Cleaning, Maintenance, and Repair Services:

1. **Adrian Gomez** - 13 years, Hydro jet sewer lines, Lift stations, Pump stations, Aeration Basins, Palmer, Scrubbers, Sulfuric acid tanks, Hydro excavation, Clarifiers. About 5 years B class license with tanker endorsement, no restrictions. Permit required and non-permit required Confined Space Training.
Loto (lockout tagout & tryout) training, SCBA & supplied air full face/half face respirator Air monitors training, 4, 5, 6 gas. MSA Safety, RKI Eagle, IBrid, LEL. CO. H2S. O2. CO2. SO2. CH4, CPR training, Fuel tanks, For BP, Copper mines
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Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

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

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

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

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

CONTRACTOR/VENDOR, select one:

Current copy of antidiscrimination policy attached

OR

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

Signature

Date: _____

Print Name

Title

Company

Checklist for Submittal

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

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2.	Addendums signed and included (if applicable)	N/A	
3.	Excel Price Sheet completed and included	√	
4.	Questionnaire completed and included	√	
5.	Example of Report (see Reporting section in the Scope of Work)	√	
6.	Provide "Confined Space Entry Program" (see Questionnaire #22)	√	
7.	Questionnaire supporting documentation (if applicable). Include the Questionnaire section and number on each document	√	
8.	Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5) and Company's Antidiscrimination policy documents (if applicable)	√	
9.	Proposal Checklist included (this document)	√	

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ANTI-HARASSMENT & NON-DISCRIMINATORY POLICY

StormWater Pros, LLC expressly prohibits harassment of and discrimination against employees on the basis of race, color, sex, religion, national origin, disability, veteran status, genetic information or any status protected under local, state or federal law by managers, employees or outsiders. We do so because we want to provide all of our employees with a pleasant working environment and because harassment is prohibited by law. StormWater Pros, LLC will not tolerate harassment, including sexual harassment, discrimination or retaliation. **All employees are responsible to conduct themselves in ways that ensure others are able to work in an atmosphere free from harassment of any kind. This policy includes any off-duty or social functions as well as social media conduct.**

Harassment

Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, sex, religion, national origin, disability, veteran status, genetic information or any status protected under local, state or federal law, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Sexual Harassment

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is either made explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct is used as the basis for employment decisions; or,
- such conduct has the purpose or effect of unreasonably interfering with the work environment or creating an intimidating, hostile or offensive work environment.

Sexual harassment can be subtle or direct. It usually involves different genders, but may be committed by someone of the same gender. Sexually harassing behavior may include intentional physical conduct that is sexual in nature, sexual jokes and innuendos, sexual advances or requests for sexual favors, propositions, verbal abuse of a sexual nature, commentary about an individual's body, sexual prowess or sexual deficiencies, leering, touching, sexually based

obscene comments or gestures, display of sexually suggestive objects or pictures and any other type of physical, verbal or visual conduct of a sexual nature.

Sexual harassment may occur through various methods including personal contact, in writing, over the telephone, through e-mail, and on the Intranet or Internet. The means by which sexually harassing behavior is conducted does not change its inappropriateness.

Who Is Covered?

In short, anybody an employee encounters as he or she performs his or her job at this employer is covered by this policy. This includes all applicants and employees regardless of position, title, grade, seniority or function, as well as clients, temporaries, visitors, independent contractors and vendors. Nobody is immune from this policy.

How to Report Harassment

Allegations of harassment should be reported promptly. Allegations of harassment may be reported in any manner that effectively communicates the message the employee desires to send. This includes reporting in writing, orally, by e-mail, letter, memo or note or any other reasonable means. StormWater Pros, LLC encourages all reports to be made in writing in order to have a clear and complete account of the employee's perception of the situation. The most beneficial written reports will include at least:

1. the dates and times of all incidents of harassment;
2. the names of all harassers and victims;
3. a detailed factual description of the harassment; and,
4. the names of all individuals present during the challenged conduct or who otherwise could corroborate or refute the facts alleged.

Employees should also remember that a good first step in resolving a problem of harassment is to directly confront the harasser, clearly communicating what behavior is deemed unacceptable. In many instances, this alone will stop the undesirable behavior because the harasser does not realize the inappropriateness of his or her conduct. If the employee does not feel that such a step is appropriate, however, the employee should report the problem elsewhere, as discussed.

Obligations of All Employees

It is an essential responsibility for every employee to report any incidents of actual or perceived harassment. This includes harassment directly involving the employee, or where the employee is only a witness. Every employee must consider the obligation to report harassment as an essential function of their job.

Professional Environment

Our work environment is such that many individuals interact with each other every day. Differences of opinion, discomfort with personality traits and even anger are inevitable. Please understand that those types of reactions do not generally amount to sexual harassment. StormWater Pros, LLC wants our workplace to be both interactive and professional. Tolerance of others is encouraged.

Where to Report

Reports of harassment should be made first to the employees' supervisor or manager as well as the Company's HR Department. If the employee feels uncomfortable reporting to his or her supervisor or manager, the employee may also contact anyone further up the chain of command until the allegations are handled properly.

When to Report

Immediately! The more promptly an issue is raised, the more likely an appropriate resolution can be reached. Untimely reporting significantly increases the difficulty in conducting an investigation because the precision with which events and statements are remembered fades with the passage of time.

Investigations

In most cases, a prompt investigation will immediately follow the reporting of behavior believed to constitute discrimination or sexual harassment. Any such investigation will be designed to address the allegations made, but will usually include detailed interviews of the persons directly involved, witnesses, and review of any documentary items that tend to support or refute the allegations.

Investigations will be kept as confidential as practical, but in keeping with StormWater Pros, LLC's desire to conduct a thorough review of all facts and events. Retaliation by any employee against anyone participating in the investigation will not be tolerated.

Determinations

In instances where sufficient information is available, StormWater Pros, LLC will promptly make factual and disciplinary determinations about the challenged conduct. However, an employee should keep in mind that some inappropriate behavior may not be reflected in documents or witnessed by other people. In those situations, individual credibility determinations will have to be made, and StormWater Pros, LLC will strive to do its best at making those determinations correctly. These credibility issues should not discourage employees from reporting harassment, but should illustrate the importance of having documents, witnesses and other information available to assist StormWater Pros, LLC in reaching its determination. All determinations will be based upon a totality of the circumstances then known to this employer.

Discipline

Any employee engaged in sexual harassment will be subject to discipline, up to and including termination. This includes first-time offenders. All disciplinary decisions will be made on a case-by-case basis.

Complaining parties will be apprised in general of the progress of the investigation of their complaint. However, because of privacy concerns, only information of a general nature concerning the final outcome and any possible disciplinary action will be disclosed.

Retaliation

Any act of retaliation against an employee who reports, participates in an investigation of sexual harassment or is otherwise involved in such an inquiry is strictly forbidden. Any employee found to have retaliated against another person will be subject to the same discipline as an employee who is found to have sexually harassed another person, up to and including termination.

False Claims

Sexual harassment and discrimination are very serious matters for all parties involved, in part because of the way it can affect people and their careers. Accordingly, while all legitimate claims of sexual harassment and discrimination must be reported, such claims must never be fabricated or lodged without the utmost sincerity. Any person found to have intentionally falsified a claim of sexual harassment or discrimination, or who lodges a claim for malicious or improper reasons, is subject to immediate discipline, up to and including termination.

Additional Training

It is important to this employer to have a well-trained and educated workforce on this subject. If at any time you do not believe you are sufficiently aware of what is acceptable behavior, do not understand this subject well enough, or simply need another copy of the Company's Anti-Harassment Policy, please contact the HR Department for additional training or another copy of the Anti-Harassment Policy.

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Invoice

StormWater Pros, LLC.
 916 E. Impala Avenue
 Suite 101
 Mesa, AZ. 85204

Date	Invoice #
11/13/2019	5313

Bill To
DSE SPE, LLC 1234-B E. 17th Street Santa Ana, CA 92701

Project/Job Name
Desert Sky Esplanade 75th Ave & McDowell Rd. Phoenix, AZ Property #0452-0464-0454-10450

Job Date	Job #	Due Date	P.O. No.	Terms
11/6/2019	0919-06	12/13/2019		Net 30

Quantity	Description	Rate	Amount
	General Ledger Coding: 5540-0000		
1	Item A.1 - Hydrovac clean 5 drywells (Nos 5, 31, 32, 33 & 38)	3,475.00	3,475.00
1	Item B.1 - Hydrovac clean 1 catch basin (No 3)	475.00	475.00
1	Item C.1 - Hydrovac clean 2 bubbler basins (Nos 7 & 8)	1,200.00	1,200.00
1	Item D.1 - Install new brackets in 2 drywells (Nos 31 & 38)	400.00	400.00
1	Item E.1 - Install new 6" debris screen in drywell No 31 and new 8" debris screen in drywell No 34	450.00	450.00
		Subtotal	\$6,000.00
		Sales Tax (0.0%)	\$0.00
Thank you for your business.		Total	\$6,000.00
		Balance Due	\$6,000.00

E-mail
 tina@stormwaterproslc.com