

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NEXGEN SITE SERVICES, LLC DBA SIERRA SANITATION SERVICES**

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 NexGen Site Services, LLC dba Sierra Sanitation Services, a(n) Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 25, 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 Portable Restroom Rental and Related Services Contract, Contract No. T20-076 ("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 25, 2020, until the date the contract expires on February 24, 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 24, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until February

24, 2023. The City may renew the term of this Agreement for two (2) one-year terms if the Cooperative Purchasing Agreement is likewise renewed. 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 one hundred and twenty-five thousand dollars (\$125,000) annually or three hundred and seventy-five thousand dollars (\$375,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. No Boycott of Israel. 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 Bill Stout Landfill Supervisor
 6210 W. Myrtle Avenue, Suite 111
 Glendale, AZ 85301

And

NexGen Site Services, LLC
 dba Sierra Sanitation Services
 PO Box 1447
 Buckeye, AZ 85326
 tanya@sierrasani.com

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

“City”

“Contractor”

City of Glendale, an Arizona
 municipal corporation

NexGen Site Services, LLC,
 dba Sierra Sanitation Services,
 an Arizona limited liability company

By: _____
 Kevin R. Phelps
 City Manager

By: Victor Sierra
 Name: Victor Sierra
 Title: Owner

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
NEXGEN SITE SERVICES, LLC DBA SIERRA SANITATION SERVICES**

**EXHIBIT A
(CITY OF TEMPE CONTRACT NO T20-076
PORTABLE RESTROOM RENTALS AND RELATED SERVICES)**



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

Contract Renewal Notice

Contract Number: T20-076-01

Date November 3, 2021

Contract Description: Portable Restroom Rentals and Related Services

97632

Sierra Sanitation Services

Tanya Felix
PO Box 1447
Buckeye, AZ 85326

Renewal Information

Beginning February 25, 2022
Ending February 24, 2023
Renewal 1 of 3

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.

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

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

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

Procurement Officer Daniel Wojcik 480-350-8682 daniel_wojcik@tempe.gov
Procurement Specialist Cecille Lewis 480-350-8801 cecille_lewis@tempe.gov



REQUEST FOR PROPOSAL

RFP# 20-076 PORTABLE RESTROOM RENTAL AND RELATED SERVICES

RFP ISSUE DATE:
DECEMBER 20, 2019

DEADLINE FOR INQUIRIES/QUESTIONS:
JANUARY 13, 2020 AT 3:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
JANUARY 24, 2020, 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
TED STALLINGS, CPPB
EMAIL: ted_stallings@tmpe.gov

Or
Alicia Ruiz
EMAIL: Alicia_ruiz@tempe.gov
PHONE: 480-350-8648

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 (Form 201-B).
- 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 Vendor's 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 shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.
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 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 amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
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 to the City of Tempe Per the location identified in the solicitation.
20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid 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. 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

General Instructions

- 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, Arizona 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 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.
 - 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.

Standard Terms and Conditions

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

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 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.

Standard Terms and Conditions

- 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 ten (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.

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18. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - B. Force majeure shall not include the following occurrences:
 - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
 - C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.
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.

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22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
 - B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status 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.

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43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
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.

Special Terms & Conditions and Instructions

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 two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) 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 one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Delivery:** Delivery is an important consideration and shall be considered a material factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Offeror must expressly state any variations in delivery time by item.
7. **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.
8. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twenty-four (24) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The 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 twelve (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.

Special Terms & Conditions and Instructions

- 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 offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
9. **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.
10. **Turnaround Time:** Offeror must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request for Proposal. Turnaround time is defined as the time frame beginning with the Contractor being notified of a need by the City and ending with the delivery of the work in completed form back to the City within the specified time. Proposal shall provide any required pick-up and delivery as part of the proposed price response to the City.
11. **Change Order:** The Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's proposal and price response.
12. **Annual Usage Report:** When requested, the Contractor shall furnish the Procurement Office a annual report showing the dollar amount ordered from this Contract by items identified as set forth herein.
13. **Local Inventory Stocking:** In order to provide the necessary delivery support required for the items specified, Offeror must have a local inventory warehouse facility. Each warehouse facility must be staffed by trained personnel and have sufficient inventory in order to provide quality service on a timely basis. The Procurement Office may inspect the warehouse facility to determine adequacy.
14. **Maintenance Service:** Contractor covenants and agrees to maintain the equipment set forth in the Request for Proposal, or alternatively, warrants that the equipment manufacturer will maintain the equipment acquired under the Contract in good working order and in accordance with the manufacturer's official published specifications and any other specifications set forth herein. Additional terms and conditions applicable to maintenance of the equipment may be specified in a separate maintenance agreement between the City and the Contractor or equipment manufacturer. In no event shall the provisions of such separate agreement supersede the provisions of the Contract.
15. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Contract which occurs prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
16. **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.

Special Terms & Conditions and Instructions

- 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 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).

Special Terms & Conditions and Instructions

- D. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
 - E. **Primary Coverage:** Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
 - F. **Claim Reporting:** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
 - G. **Waiver:** The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
 - H. **Deductible/Retention:** The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
 - I. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. **Copies of Policies:** The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
17. **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:
- A. Bodily injury sickness, disease, death, mental anguish or shock;
 - B. 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
 - C. Defense costs, including charges and expenses for investigation and claims adjustment.
18. **Payments:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of a correctly billed and itemized invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
19. **Contract Submittal:** Offeror is to furnish a copy of its proposed Contract with its proposal response. Contractual considerations are an important evaluation factor and will be considered in making an award decision. Any proposed Contract should be tailored to the specific requirements of the City's Request for Proposal and overall conformity with the City's Request for Proposal requirements. The failure of an Offeror to reach an acceptable Contract to the satisfaction of the City will result in proposal rejection.

Special Terms & Conditions and Instructions

20. **Job Site Requirements and Clean-Up:** Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the Project pending inspection by the City or its agent. Contractor hereby agrees to the following as to the job site:
- A. Continually keep the job site free from debris, waste and accumulation of materials;
 - B. Immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary;
 - C. Keep machinery clean and free of weeds and debris;
 - D. Remove all construction stains, smears and debris from finished surfaces;
 - E. Perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and,
 - B. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.
21. **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 show respect to 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.
22. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code. The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site. Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.
23. **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.
24. **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 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 from such responsibility.
25. **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.

Special Terms & Conditions and Instructions

26. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.
27. **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 as needed or required. City staff reserves the right to stop work if unsafe conditions or performance is observed.
28. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way
- A. For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:
- i. Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.
 - ii. Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the City.
 - iii. Right-of-way means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.

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

- B. No person shall perform any work within the right-of-way until he is properly equipped with protective devices.
- C. Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.
- D. Following are a list of circumstances relative to the use of orange vests and/or orange shirts:
- i. According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.
 - ii. Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.
 - iii. Reflectorized vests, that meet ANSI standards, are to be worn when performing any work-related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current City approved vests meet the current ANSI standards.
- E. These requirements apply to all persons; City personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.
- F. Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.

Scope of Work

1. **Scope of Work:** The City of Tempe is issuing this Request for Proposal (RFP) to establish a contract for the rental of portable restrooms unit(s). Rental will be on an as-needed basis. The resulting contract will be for an initial period of two (2) years with three (3), one (1) year renewal options exercisable based upon future pricing and performance of awarded firm.
2. **Award of Contract:** The City intends to award one (1) or more contracts as it sees necessary to cover all tasks and services requested.
3. **Minimum Qualifications:** The following requirements have been identified as mandatory minimums. Proposers that do not meet these mandatory minimums may be deemed non-susceptible for award and removed from the evaluation process.
 - A. Contractor shall submit a copy of and follow a spill management plan. *Please place in TAB D.*
 - B. Contractor shall have trained and certified drivers and staff able to deal with hazardous waste cleanup.
 - C. Contractor shall have adequate unit inventory available to be able to accommodate late requests for additional units.
 - D. Contractor shall submit brochures and/or photographs of exterior and interior of proposed standard and ADA units. *Please place in TAB D.*
4. **Economy of Proposal:** Proposals should be prepared simply and economically, providing straightforward and concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representation beyond that which is sufficient to present a complete and effective proposal are neither required nor desired.
5. **Contract Kick-Off Meeting:** A kick-off meeting will be held after award of contract. Contractor(s) and their team will meet with City of Tempe staff to conduct introductions and next steps.
6. **RFP Communication/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.

Coordinate with either [Ted Stallings@tempe.gov](mailto:Ted_Stallings@tempe.gov) or [Michael greene@tempe.gov](mailto:Michael_greene@tempe.gov) on any questions related to this solicitation.

Specifications

The City anticipates service requirements are year-round (annually), and on an as-needed basis for seasonal and short-term requirements.

7. Unit Specifications and Services

A. Consulting/Planning:

- i. Contractor shall meet with staff to perform an on-site visit to discuss rental needs prior to event, if requested.
- ii. Site planning and event layout consultation shall be provided at no charge.
 1. The City and Contractor will always coordinate the placement of units to accommodate the intended users and to allow access for service by the Contractor.

B. Units:

- i. All portable units are to be graffiti-free.
- ii. Shall be of primarily polyethylene construction.
- iii. Constructed of poly-plastic or heavy-duty type fiberglass.
- iv. All portable units to be a skid-mounted configuration.
- v. Interior natural lighting provided by translucent roof.
- vi. Sanitary seat deck and flow design (non-porous surfaces).
- vii. Anti-slip floor surface.
- viii. Interior locking/latch with in-use indicator for privacy.
- ix. Outside emergency access.
- x. Heavy duty spring hinged doors.
- xi. Units shall be weather proofed and vented to assure maximum circulation of air and reduction of odors.
- xii. Standard units shall have a single piece stand over the urinal.
- xiii. Holding tanks shall be leak proof.
- xiv. Standard Unit - Minimum seventy (70) gallon holding tank.
- xv. Handicap Unit – Minimum sixty-five (65) gallon holding tank.
- xvi. Handicap Unit must comply with American With Disabilities Act.

C. Availability and Responsiveness:

- i. Contractor shall have adequate unit inventory to be able to accommodate late requests for additional units.
- ii. Contractor shall have personnel available twenty-four (24) hours a day, seven (7) days a week (including all holidays) for service, cleanup, etc.
- iii. The Contractor shall furnish and deliver emergency units within three (3) hours after notification from the City.

D. Ordering and Delivery:

- i. The Contractor will be provided a list of City staff authorized to order portable toilets. Acceptance of unauthorized orders for portable toilets may result in non-payment.
- ii. All units to be delivered within forty-eight (48) hours from order placement - unless an alternate time is established.
- iii. At the City's direction, the Contractor shall secure units sited on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped. No units sited on turf shall be staked.
- iv. Contractor shall exercise care when unloading and placing units so as to ensure minimal impact to parks and other facilities.
- v. Supplies, delivery, set-up, removal and all transportation costs to be included in the unit price.
- vi. Units shall be delivered with the following items and ready for use:
 1. Required chemicals
 2. Toilet paper

Specifications

3. Fresh deodorant/deodorizer
4. Water (approximately five (5) gallons), where applicable
5. Hand Sanitizer

E. Routine Servicing, Cleaning, and Supplies:

- i. The Contractor shall provide routine, comprehensive maintenance, and cleaning of each unit in accordance with frequency schedule noted in the RFP.
- ii. Contractor shall provide all paper items, soaps, cleaning materials, tools, equipment, apparatus, and consumables/supplies needed to perform all work necessary.
- iii. The City reserves the right to make changes to the frequency of service, the receipt of additional services, and additional units as warranted.
- iv. Service visits shall include the following:
 1. pump out waste,
 2. remove litter,
 3. clean and disinfect interior surfaces,
 4. provide and replenish toilet paper,
 5. seat covers,
 6. fresh deodorant,
 7. hand sanitizer and water, where applicable.
- v. Remove graffiti from interior and exterior of portable toilet and perform repairs as needed to make the toilet usable and maintain user privacy.
- vi. Units will be monitored by the City for overall cleanliness and repair. Requests by the City for maintenance and/or cleaning shall be responded to within eight (8) hours or less.
- vii. Portable toilet units that cannot be repaired to usable condition on site must be replaced.
- viii. Contractor will be responsible for all costs of cleanup.
- ix. Location and cost of waste disposal to be the responsibility of the Contractor and shall be provided at no additional cost to the City.
- x. If applicable, consumable supplies, sufficient for the duration of the event, shall be left with appropriate staff at no charge.

F. Service Hours:

- i. Contractor shall service the units only between the hours of 7:00 A.M. and 4:00 P.M. unless directed otherwise by the City. The City may also specify the exact day of the week and time of day for servicing of unit(s) to accommodate City requirements.

G. Emergency Service/Work:

- i. The City may request that the Contractor perform Emergency Response Work where a unit(s) requires service in addition to normal cleaning and maintenance schedule.
- ii. The City will request emergency service under two (2) circumstances:
 1. Contractor fails to adequately service toilet during regular scheduled service leaving the toilet unusable. *Under circumstance one this service will be provided at no cost to the City.*
 2. For reasons beyond the control of The Contractor, toilets require service in addition to the regularly scheduled service. *Under circumstance 2 this service will be charged at the emergency service rates listed in the pricing section of this RFP and resulting contract.*

H. Pickup/Removal and Cleanup:

- i. Units shall be removed from site within two (2) hours after end of event.
- ii. Long-term portable toilets shall be removed by the end of the third business day following notice of cancellation by the City.
- iii. Contractor will be responsible for all removal costs of costs of cleanup.
- iv. The Contractor shall, at the completion of each event, remove all debris, unused materials, apparatus, equipment, etc., and clean up the area leaving the premises clean and orderly, returning it to the original conditions.
- v. Removal and all transportation costs to be included in the unit price.

Specifications

- vi. Location and cost of waste disposal to be the responsibility of the Contractor and shall be provided at no additional cost to the City.
- vii. The Contractor shall remove and replace damaged or vandalized units within one (1) calendar day after notification from the City.

I. **Leakage, Spills and Disposal of Waste:**

- i. Contractor shall have trained and certified drivers and staff able to deal with hazardous waste cleanup.
- ii. Contractor shall respond to reported spills within two (2) hours from notification.
- iii. If Contractor is unable to respond within two (2) hours, the City will call a Biohazard cleanup specialist.
- iv. Contractor will ensure that all materials from any spills are contained and removed so as to prevent an imminent and substantial endangerment to human health and the environment.
- v. Contracted vendor will be responsible for cost of cleanup.
- vi. The Contractor is responsible for the legal disposal of waste in each unit.
- vii. Location and cost of waste disposal to be the responsibility of the Contractor and shall be provided at no additional cost to the City.
- viii. Cleanup includes any leakage/spillage from hoses.
- ix. Contractor is responsible for complying with sections 12-125 and 12-126 of the Tempe City Code.
- x. Contractor is responsible for notifying the Arizona Department of Environmental Quality (ADEQ) and the Maricopa County Environmental Services Department in the event of any spill that poses an imminent and substantial endangerment to human health or the environment.

8. **Unit Damage and Replacement:** Contractor shall be responsible for repairs and replacement of their units due to damage resulting from vandalism, accidents, storm or otherwise. Units will be repaired or replaced within one (1) calendar day.
9. **Adding Units to the Contract:** The City may add portable toilets to the contract, as needed, based on the City's requirements. The cost per service for portable toilets added to the contract will be based on contract cost(s).
10. **Current Unit Placement and Estimated Usage:**

The following porta potties have been under long term rental:

Site Description	Site Boat Storage Unit Under 202 Freeway	Site Tempe Beach Park boat rental	Site Indian Bend Park	Site Connolly middle school Ballfield Tempe Az	Site Tempe Town Lake Volleyball lot
Site Address	620 North Mill Ave., Tempe	80 West Rio Salado Tempe	1810 North Miller Rd Tempe	2002 East Concorda Dr Tempe	620 North Mill Ave Tempe
January					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
February					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
March					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week

Specifications

April					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
May					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
June					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
July					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
August					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
September					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
October					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
November					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week
December					
Standard Unit	0	1	1	2	1
ADA Unit	1	0	1	0	1
Cleaning/Service Frequency	3x per week	1 x per week	1x per week	1x per week	1x per week

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.

Questionnaire Instructions

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

Proposers must read and complete Proposal Questionnaire of this RFP and provide any documentation required to support the answers to each Questionnaire. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

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

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

How to Respond

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

Firm's Qualifications and General Information

The following requirements have been identified as mandatory minimums for this procurement. A 'No' response to any of the following questions (**1 through 4**) may be deemed non-responsive and the firm will be removed from the evaluation process.

- | | | | |
|----|--|-----------|--|
| 1. | Contractor shall submit a copy of and follow a spill management plan. | Yes
No | <input type="checkbox"/>
<input type="checkbox"/> |
| 2. | Contractor shall have trained and certified drivers and staff able to deal with hazardous waste cleanup. | Yes
No | <input type="checkbox"/>
<input type="checkbox"/> |
| 3. | Contractor shall have adequate unit inventory to be able to accommodate late requests for additional units. | Yes
No | <input type="checkbox"/>
<input type="checkbox"/> |
| 4. | Contractor to submit brochures and/or photographs of exterior and interior of proposed standard and ADA units. Please place in TAB D | Yes
No | <input type="checkbox"/>
<input type="checkbox"/> |
| 5. | Describe your firms and its history – include years in business
Response: | | |
| 6. | Provide the address of the facility that will supply portable restrooms to the City of Tempe.
Response: | | |

Proposal Questionnaire

“Return this Section with your Response”

7. Please provide contact information for the primary account representative and a backup contact for the City of Tempe.

Contact Name:	
Cell Phone #:	
E-mail address:	

8. What is your normal delivery time after an order is placed? (forty-eight (48) hours or less is preferred)

Response:

9. What are your normal delivery and pick-up hours?

Response:

10. What is your average service response time for a pump-out call?

Response:

11. Provide information on your staffing (quantity and job specialty), training, etc.

Response:

12. Provide a list of vehicles by type and quantity that are available to service the City of Tempe contract.

Response:

13. Provide a list of the restrooms that are available for use by the City of Tempe (do not include lists that are not available locally) – quantity and type.

Response:

14. What are the dimensions of your regular/standard units and what is the holding capacity?

Dimensions Response:

Holding Capacity Response:

15. Average number of public uses before pump-out cleaning service for regular/standard unit is needed?

Response:

16. What are the dimensions of your ADA units and what is the holding capacity? Average number of public uses before pump-out cleaning service is needed?

Dimensions Response:

Holding Capacity Response:

17. Average number of public uses before pump-out cleaning service for ADA unit is needed?

Response:

18. In the last 12 months has your company received any OSHA violations? If yes explain

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

Response:

19. Does your firm charge a replacement cost for units damaged and/or needing replacement? If yes, please explain

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

Response:

20. Do you agree to the Terms and Conditions of this RFP? If no, please explain

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

Response:

Proposal Questionnaire

“Return this Section with your Response”

Proposer Client References

1. List at least three (3) government agency or corporate references for which your firm has provided similar services.

A government agency is defined as Federal, State, County, City/Town and State/Local University/College.

The following information must be provided for each reference.

- Name of agency/firm
- Contact person(s) for which services were performed
- Phone number
- E-mail address
- Product and services provided

Reference One (1):	
Reference Two (2):	
Reference Three (3)	

NOTE:

- Failure to provide requested information may result in the proposer not being elevated.
- References will not be held confidential
- Initial evaluation - Offerors will be evaluated based on the information requested and provided.
- If deemed necessary, the City reserves the right to contact references provided by Offerors.
- The City reserves the right to contact additional clients for references.

Proposal Questionnaire

“Return this Section with your Response”

Adherence to Specifications

The following have been identified as preferred specifications for this procurement. Any 'No' response to any of the following questions must be fully explained.

Any exceptions for the preferred specifications for portable restrooms must be explained below. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an operations system complete with all necessary components, accessories, controls, technical advice and supervision for efficient operations. Each "YES" response will receive five (5) points and each "NO" will receive zero (0) points.

1.	All portable units are to be graffiti-free	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
2.	Shall be of primarily polyethylene or heavy-duty type fiberglass construction.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
3.	All portable units to be a skid-mounted configuration.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
4.	Interior natural lighting provided by translucent roof	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
5.	Do proposed units have solar powered lighting for night time hours as a option?	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
6.	Sanitary seat deck and flow design (non-porous surfaces)	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
7.	Anti-slip floor surface	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
8.	Interior locking/latch with in-use indicator for privacy	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
9.	Outside emergency access	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
10.	Heavy duty spring hinged doors	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
11.	Units shall be weather proofed and vented to assure maximum circulation of air and reduction of odors	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
12.	Standard units shall have a single piece stand over the urinal.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
13.	Holding tanks shall be leak proof.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
14.	Standard Unit - Minimum seventy (70) gallon holding tank	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
15.	Handicap Unit – Minimum sixty-five (65) gallon holding tank	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
16.	Handicap Unit must comply with American With Disabilities Act.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
17.	Will your firm adhere to the Availability and Responsiveness specifications contained in this RFP? If no, please explain.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
18.	Will your firm adhere to the Ordering and Delivery specifications contained in this RFP? If no, please explain.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:

Proposal Questionnaire

“Return this Section with your Response”

19.	Will your firm adhere to the Routine Servicing, Cleaning and Supplies specifications contained in this RFP? If no, please explain.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
20.	Will your firm adhere to the Service Hours specifications contained in this RFP? If no, please explain.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
21.	Will your firm adhere to the Emergency Service/Work specifications contained in this RFP? If no, please explain.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
22.	Will your firm adhere to the Pickup/Removal and Cleanup specifications contained in this RFP? If no, please explain.	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:
23.	Will your firm adhere to the Leakage, Spills and Disposal of Waste specifications contained in this RFP?	Yes No	<input type="checkbox"/> <input type="checkbox"/>	Exceptions:

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 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 rank 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 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.

	Award Criteria	Weight
	Pass/Fail - Questions one (1) through four (4) (See Page 28)	
1.	Proposed Cost	30
2.	Firm's Qualifications and General Information	15
3.	Spill management plan, meets the requirement of the City	10
3.	Firm Client References	20
5.	Adherence to Specifications	20
6.	Firm's Acceptance of the City's Terms and Conditions	2.5
7.	Overall Response of RFP. <ul style="list-style-type: none"> • Quality, composition and completeness of response 	2.5

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

Scoring

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

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

Pricing Section

“Return this Section with your Response”

Offeror must utilize the below document when responding to this solicitation and **return the document in an Excel format** with their proposal.



Double Click on Icon to Open Request for Proposal 20-076 Price Sheet

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 Loreda-Flores
Ramona Zapien
Kimberly Williams

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

Vendor's Offer (Form 201-B)

“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: _____	
Company Purchase Order Mailing Address:	
Street Address: _____	
City, State, Zip: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Cell Number: _____
<u>Remit to Information</u>	
Company Name (as it appears on invoice): _____	
Company Payment Remit to Address:	
Street Address: _____	
City, State, Zip: _____	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____	
<u>Payment Options</u>	
Will your company accept the City's Master Card for payment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input 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

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

Anti-Discrimination Policy



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

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.

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

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

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description	Included
1. One signed and completed original of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	√
a. Signed and Completed Vendor’s Offer Form	
2. Three (3) additional hard copies of your proposal response are included along with one (1) USB Flash Drive containing a complete copy of your proposal.	
3. Proposal Questionnaire	
4. Pricing Section	
5. If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
6. If company has 15 or more employees include a copy of its anti-discrimination policy	
7. Signed Addenda (if applicable)	

SUBMITTAL RESPONSE FORMAT:

- a. All hard copies and or USB Flash Drive copies must be indexed or tabbed in the manner prescribed below.
- b. All submittals are to be prepared on 8 1/2" X 11" paper and printed on one (1) side only.
- c. Submitted in an appropriately size tabbed binder or other secure method as follows:
 - TAB A - Table of Contents
 - TAB B - Other Forms - The following forms should be completed and signed:
 - 1. Vendor’s Offer form
 - 2. Signed Addenda (if applicable)
 - 3. Anti-Discrimination Policy Exceptions & Confidential Information form
 - 4. Checklist for Submittal
 - TAB C – Proposal Questionnaire completed and included.
 - TAB D – Proposal Questionnaire exhibit(s).
 - TAB E – Proposal Price Information completed and included.
- d. Tabbing applies to all hard copies and USB’s
- e. Respondents are reminded that the Evaluation Committee’s ability to evaluate the proposal response is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important.
- f. Proposer’s questionnaire exhibits that are not clearly marked to which questionnaire question it applies to will not be read and evaluated.

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe’s Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City’s web site per the below link:
<https://ww2.tempe.gov/bids/>

Package Label

Please cut out and attach the following label to the outside of your submission.

RFP # 20-076

PORTABLE RESTROOM RENTAL AND RELATED SERVICES

Due Date: Monday, January 20, 2020

Submitting Firm: _____

When dropping off at the Procurement office, dial **8329** for assistance.

Proposal response must be in the possession of the City of Tempe Procurement Office by the stated due date and time.

US Mail parcels sent to the City of Tempe PO Box may not be delivered to the Procurement Office for 24 hours or more after receipt by the City because of internal mail processing procedures. Please keep this potential time delay in mind when **US Mail Service** is utilized.

Delivery addresses are shown below for your convenience.

If sending via US Mail:

Ted Stallings
City of Tempe
Financial Services/Procurement Office
P O Box 5002
Tempe, AZ 85280

If sending via courier, FedEx, UPS or hand delivery:

Alicia Ruiz
City of Tempe
Financial Services/Procurement Office
20 E Sixth St. (2nd Floor)
Tempe, AZ 85281

Contract Award Notice

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



Contract Number: T20-076

Description: Portable Restroom Rentals and Related Service

97632
Sierra Sanitation Services
Tanya Felix
PO Box 1447
Buckeye, AZ 85326
(602)708-6072 tanya@sierrasani.com

Award Period
Beginning 02/25/2020
Ending 02/24/2022

Potential Renewals 3 (one -year options)

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

Portable Skid Mounted - Standard Units			
Rental and Regularly Schedule Services			Sierra Sanitation Services
Item No.	Rental Period	Cleaning/Service Frequency	Cost Per Rental Period
1	Monthly*	Three (3) X Week	\$150.00
2	Monthly*	Two (2) X Week	\$120.00
3	Monthly*	One (1) x Week	\$75.00
4	One (1) Week	Three (3) X Week	\$68.00
5	Two (2) Week	Three (3) X Week	\$90.00
6	Three (3) Week	Three (3) X Week	\$117.00
7	One (1) Day		\$35.00
8	Three (3) Day	Two (2) X Rental Period	\$47.00
9	Five (5) Day	Three (3) x Rental Period	\$68.00

Total of Item Number One (1), Two (2) and Three (3):	\$702.00
---	-----------------

ADA Units
Rental and Regularly Schedule Services Sierra Sanitation Services

Item No.	Rental Period	Cleaning/Service Frequency	Cost Per Rental Period
10	Monthly**	Three (3) X Week	\$165.00
11	Monthly**	Two (2) X Week	\$132.00
12	Monthly**	One (1) x Week	\$82.50
13	One (1) Week	Three (3) X Week	\$85.00
14	Two (2) Week	Three (3) X Week	\$108.00
15	Three (3) Week	Three (3) X Week	\$125.00
16	One (1) Day		\$50.00
17	Three (3) Day	Two (2) X Rental Period	\$65.00
18	Five (5) Day	Three (3) x Rental Period	\$82.50

***Historically Regularly Scheduled Units are permanently located on site*

Total of Item Number Ten (10), eleven (11) and twelve (12):	\$812.50
--	-----------------

Miscellaneous Sierra Sanitation Services

Item No.	Description	Unit	Cost Per Rental Period
19	Additional Cleaning Visit For Portable Units Monday through Saturday, 7:00 a.m. to 5:00 p.m.	Per Visit/Each	\$20.00
20	Additional Cleaning Visit For Portable Units Evening, Sundays, Holidays	Per Visit/Each	\$50.00
21	Emergency Cleaning Visit For Portable Units Monday through Saturday, 7:00 a.m. to 5:00 p.m.	Per Visit/Each	\$50.00
22	Emergency Cleaning Visit For Portable Units Evening, Sundays, Holidays	Per Visit/Each	\$50.00
23	Damage Waiver - Cost Per Unit	Each Unit	\$10.00
24	Portable Hand Wash Station	Per Day	\$50.00
25	Portable Hand Wash Station With Two Service	Per Week	\$75.00
26	Hand Sanitizer Station	Per Day	\$89.00
27	Hand Sanitizer Station	Per Wek	\$89.00

Trailer Mounted Event Restrooms – with 3 cleanings per week

Sierra
Sanitation
Services

Item No.	Rental Period	Cleaning/Service Frequency	Cost Per Rental Period
32	One (1) Day		\$575.00
33	Three (3) Day	Two (2) X Rental Period	\$975.00
34	Five (5) Day	Three (3) x Rental Period	\$1,175.00
35	One (1) Week	Three (3) X Week	\$1,175.00
36	Two (2) Week	Three (3) X Week	\$1,950.00
37	Three (3) Week	Three (3) X Week	\$2,550.00
38	Monthly	Three (3) X Week	\$3,900.00
39	Monthly	Two (2) X Week	\$3,100.00
40	Monthly	One (1) x Week	\$2,300.00

Eric Kraenzle 2/25/20
Eric Kraenzle, C.P.M.
Procurement Officer

Michael Greene
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

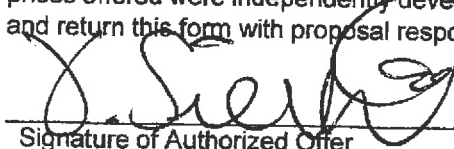
Offeror must complete, sign and submit an original of this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink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

Company Name: <u>Sierra Sanitation Services</u>	
Company Purchase Order Mailing Address:	
Street Address: <u>P.O. Box 1447</u>	
City, State, Zip: <u>Buckeye, AZ 85326</u>	
Contact Person: <u>Tanya Felix</u>	Phone Number: <u>(602)708-6072</u>
E-mail Address: <u>tanya@sierrasani.com</u>	Cell Number: <u>(928)246-9039</u>
<u>Remit to Information</u>	
Company Name (as it appears on invoice): <u>Sierra Sanitation Services</u>	
Company Payment Remit to Address:	
Street Address: <u>P.O. Box 1447</u>	
City, State, Zip: <u>Buckeye, AZ 85326</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

01/22/2020

 Date

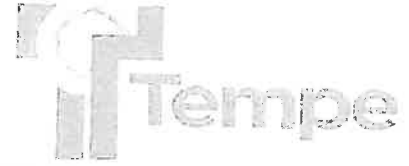
Victor Sierra Jr.

 Print or Type Name of Authorized Individual

Owner

 Title of Authorized Individual

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: | December 27, 2019

This addendum will modify and/or clarify:

Solicitation No.: | 20-076

and is

Addendum No.: | 1

Procurement Description: | Portable Restrooms & Related Services

There have been modifications made the Price Sheet embed into the "Pricing Section" on page 34 of this Solicitation: RFP 20-76 for Portable Restrooms and Related Services.

The price sheet in in this addendum will effectively supersede the previous price sheet. All other requirements will remain the same.

20-076 RFP- Price
Sheet.xlsx

Double Click on Icon to Open Request for Proposal 20-076 Price Sheet

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.

Sierra Sanitation Services
Name of Company

info@sierrasani.com
Email Address

Buckeye, AZ 85326
City State Zip

Victor Sierra Jr. (Owner)
By – Name and Title (Please Print)

(602)558-1758
Telephone


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: | January 22, 2020

This addendum will modify and/or clarify:

Solicitation No.: | 20-076

and is

Addendum No.: | 2

Procurement Description: | Portable Restroom Rental & Related Services

The RFP Due Date/Time is changed to Thursday, January 30, 2020, 3:00 P.M. Local Arizona Time

Question and Answer are provided below:

- Q1: There are not specific quantities for Standard & ADA Restrooms asked for to price, does this mean input price for quantity (1) One?
- A: Provided in the Scope of Work section is a table that lists the number of ADA and standard restrooms that are currently being rented. Please refer to that table for quantities. You will price based on a per unit basis, but pricing should be reflective of the quantities shown within the table

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.

Sierra Sanitation Services
Name of Company

info@sierrasani.com
Email Address

Buckeye, AZ 85326
City State Zip

Victor Sierra Jr. (Owner)
By – Name and Title (Please Print)

(602)708-6072
Telephone

Authorized Signature



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 Sierra Sanitation Services (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: 01/22/2020

Victor Sierra Jr.
Print Name

Owner
Title

Sierra Sanitation Services
Company

Sierra Sanitation Services

P.O. Box 1447. Buckeye, AZ 85326. (602)708-6072. info@sierrasani.com

RFP 20-076

Portable Restroom & Related Services

Table of Contents

Table of Contents	Tab A
Vendor's Forms, Signed Addenda, Anti-Discrimination Policy Exceptions & Confidential Information	
Form & Checklist for Submittal	Tab B
Proposal Questionnaire	Tab C
Proposal Questionnaire Exhibit (s)	Tab D
Proposal Price Information	Tab E



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

Checklist for Submittal

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

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

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

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description	Included √
1. One signed and completed original of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a. Signed and Completed Vendor's Offer Form	✓
2. Three (3) additional hard copies of your proposal response are included along with one (1) USB Flash Drive containing a complete copy of your proposal.	✓
3. Proposal Questionnaire	✓
4. Pricing Section	✓
5. If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	✓
6. If company has 15 or more employees include a copy of its anti-discrimination policy	✓
7. Signed Addenda (if applicable)	✓

SUBMITTAL RESPONSE FORMAT:

- a. All hard copies and or USB Flash Drive copies must be indexed or tabbed in the manner prescribed below.
- b. All submittals are to be prepared on 8 1/2" X 11" paper and printed on one (1) side only.
- c. Submitted in an appropriately size tabbed binder or other secure method as follows:
 - TAB A - Table of Contents
 - TAB B - Other Forms - The following forms should be completed and signed:
 - 1. Vendor's Offer form
 - 2. Signed Addenda (if applicable)
 - 3. Anti-Discrimination Policy Exceptions & Confidential Information form
 - 4. Checklist for Submittal
 - TAB C – Proposal Questionnaire completed and included.
 - TAB D – Proposal Questionnaire exhibit(s).
 - TAB E – Proposal Price Information completed and included.
- d. Tabbing applies to all hard copies and USB's
- e. Respondents are reminded that the Evaluation Committee's ability to evaluate the proposal response is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important.
- f. Proposer's questionnaire exhibits that are not clearly marked to which questionnaire question it applies to will not be read and evaluated.

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
<https://ww2.tempe.gov/bids/>

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.

Questionnaire Instructions

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

Proposers must read and complete Proposal Questionnaire of this RFP and provide any documentation required to support the answers to each Questionnaire. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

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

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

How to Respond

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

Firm's Qualifications and General Information

The following requirements have been identified as mandatory minimums for this procurement. A 'No' response to any of the following questions (**1 through 4**) may be deemed non-responsive and the firm will be removed from the evaluation process.

1.	Contractor shall submit a copy of and follow a spill management plan.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>
2.	Contractor shall have trained and certified drivers and staff able to deal with hazardous waste cleanup.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>
3.	Contractor shall have adequate unit inventory to be able to accommodate late requests for additional units.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>
4.	Contractor to submit brochures and/or photographs of exterior and interior of proposed standard and ADA units. Please place in TAB D	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>

5. Describe your firms and its history – include years in business

Response: Established in 2015, Sierra Sanitation Services currently serves the following cities: Phoenix, Avondale, Tolleson, Buckeye, Tonopah, Surprise and other surrounding cities.

6. Provide the address of the facility that will supply portable restrooms to the City of Tempe.

Response: 10918 S. 208th Lane Buckeye, AZ 85326

Proposal Questionnaire

“Return this Section with your Response”

7. Please provide contact information for the primary account representative and a backup contact for the City of Tempe.

Contact Name:	Tanya Felix
Cell Phone #:	4807246-9039
E-mail address:	tanya@sierrasani.com

8. What is your normal delivery time after an order is placed? (forty-eight (48) hours or less is preferred)

Response: 24-48 hrs

9. What are your normal delivery and pick-up hours?

Response: Monday-Friday: 5am-5pm

10. What is your average service response time for a pump-out call?

Response: 24-48hrs

11. Provide information on your staffing (quantity and job specialty), training, etc.

Response: Please see page 15 and 16 of Sierra Sanitation Packet (Tab D)

12. Provide a list of vehicles by type and quantity that are available to service the City of Tempe contract.

Response: Please see page 14 of Sierra Sanitation Packet (Tab D)

13. Provide a list of the restrooms that are available for use by the City of Tempe (do not include lists that are not available locally) – quantity and type.

Response: ADA/Handicap Accessible Units, Standard Units, Dual Wash Sinks, see more on page of Sierra Sanitation Packet.

14. What are the dimensions of your regular/standard units and what is the holding capacity?

Dimensions Response: Height 90", Width 44", 48" Depth
 Holding Capacity Response: 70 Gallon Holding Tank

15. Average number of public uses before pump-out cleaning service for regular/standard unit is needed?

Response: Please see page 7 of Sierra Sanitation Packet (Tab D)

16. What are the dimensions of your ADA units and what is the holding capacity? Average number of public uses before pump-out cleaning service is needed?

Dimensions Response: Height 90.5", Width 66", 86.5" Depth
 Holding Capacity Response: 65 Gallon Holding Tank

17. Average number of public uses before pump-out cleaning service for ADA unit is needed?

Response: Please see page 7 of Sierra Sanitation Packet (Tab D)

18. In the last 12 months has your company received any OSHA violations? If yes explain

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

Response:

19. Does your firm charge a replacement cost for units damaged and/or needing replacement? If yes, please explain

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

Response:

20. Do you agree to the Terms and Conditions of this RFP? If no, please explain

Yes	<input checked="" type="checkbox"/>
No	<input type="checkbox"/>

Response:

Proposal Questionnaire

"Return this Section with your Response"

Proposer Client References

1. List at least three (3) government agency or corporate references for which your firm has provided similar services.

A government agency is defined as Federal, State, County, City/Town and State/Local University/College.

The following information must be provided for each reference.

- Name of agency/firm
- Contact person(s) for which services were performed
- Phone number
- E-mail address
- Product and services provided

Reference One (1):	Please see page 5 of Sierra Sanitation Packet (Tab D)
Reference Two (2):	Please see page 5 of Sierra Sanitation Packet (Tab D)
Reference Three (3):	Please see page 5 of Sierra Sanitation Packet (Tab D)

NOTE:

- Failure to provide requested information may result in the proposer not being elevated.
- References will not be held confidential
- Initial evaluation - Offerors will be evaluated based on the information requested and provided.
- If deemed necessary, the City reserves the right to contact references provided by Offerors.
- The City reserves the right to contact additional clients for references.

Proposal Questionnaire

“Return this Section with your Response”

Adherence to Specifications

The following have been identified as preferred specifications for this procurement. Any 'No' response to any of the following questions must be fully explained.

Any exceptions for the preferred specifications for portable restrooms must be explained below. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an operations system complete with all necessary components, accessories, controls, technical advice and supervision for efficient operations. Each "YES" response will receive five (5) points and each "NO" will receive zero (0) points.

1.	All portable units are to be graffiti-free	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
2.	Shall be of primarily polyethylene or heavy-duty type fiberglass construction.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
3.	All portable units to be a skid-mounted configuration.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
4.	Interior natural lighting provided by translucent roof	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
5.	Do proposed units have solar powered lighting for night time hours as a option?	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
6.	Sanitary seat deck and flow design (non-porous surfaces)	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
7.	Anti-slip floor surface	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
8.	Interior locking/latch with in-use indicator for privacy	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
9.	Outside emergency access	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
10.	Heavy duty spring hinged doors	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
11.	Units shall be weather proofed and vented to assure maximum circulation of air and reduction of odors	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
12.	Standard units shall have a single piece stand over the urinal.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
13.	Holding tanks shall be leak proof.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
14.	Standard Unit - Minimum seventy (70) gallon holding tank	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
15.	Handicap Unit – Minimum sixty-five (65) gallon holding tank	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
16.	Handicap Unit must comply with American With Disabilities Act.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
17.	Will your firm adhere to the Availability and Responsiveness specifications contained in this RFP? If no, please explain.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
18.	Will your firm adhere to the Ordering and Delivery specifications contained in this RFP? If no, please explain.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:

Proposal Questionnaire

"Return this Section with your Response"

19.	Will your firm adhere to the Routine Servicing, Cleaning and Supplies specifications contained in this RFP? If no, please explain.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
20.	Will your firm adhere to the Service Hours specifications contained in this RFP? If no, please explain.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
21.	Will your firm adhere to the Emergency Service/Work specifications contained in this RFP? If no, please explain.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
22.	Will your firm adhere to the Pickup/Removal and Cleanup specifications contained in this RFP? If no, please explain.	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:
23.	Will your firm adhere to the Leakage, Spills and Disposal of Waste specifications contained in this RFP?	Yes No	<input checked="" type="checkbox"/> <input type="checkbox"/>	Exceptions:



PROPOSAL AND MARKETING PLAN

Tempe AZ
85283-0751

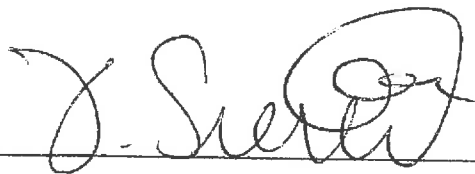
History & Customer Guarantee

Sierra Sanitation Services was established in 2015 with only twenty toilets to service the entire West Valley of Phoenix.

There was a goal established to innovate the sanitation industry by providing excellent customer service, excellent portable restroom service at an affordable price. We have established our superior reputation by servicing clients in the commercial, agricultural, recreational and residential industries. Your confidence in us will grow as you continue to see the unique sanitation processes we use to service our bathrooms and the different methods we use to train our employees. We have grown to be an underestimated business with the capability and ability to perform in any type of environment.

We wish to continue to grow with new acquisitions and new projects where we can distinguish our work and contribute to our vast community.

We would like to have the opportunity to service your community of Tempe with our excellent service and quality equipment.



Victor Sierra Jr.
Owner

01/22/2020

Date

Primary & Support Contacts

Main Office Number

Phone: (602)708-6072

Fax: n/a

Email: info@sierrasani.com

Project Manager

Victor Sierra

Phone: (602)558-1758

Email: Victor@sierrasani.com

Office Manager/Event & Const. Coordinator

Tanya Felix

Phone: (602)708-6072

Email: tanya@sierrasani.com

Experience & Similar Projects

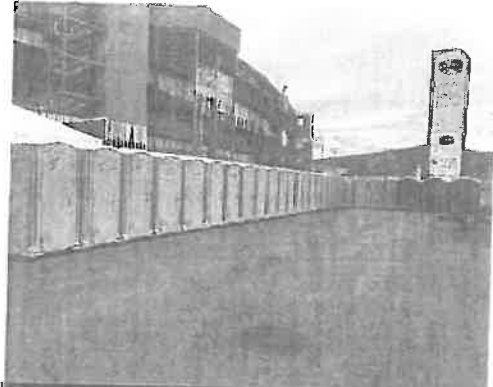
SSS has been a West Valley Innovator. We are the first Portable Restroom Company to establish in Buckeye, Arizona. We are a vast growing portable restroom provider that thrives in special events and commercial sites. As we introduce our new fleet with holding tanks of 70 gallons with spacious interiors, we are able to provide a better experience and comfort to the attendees, and or individuals using our equipment.

Why are we capable of providing toilets?

Not only do we have the equipment and the knowledge of our industry our service is a high quality service that will allow you to give portable restrooms a second chance. Our bathrooms are washed and deodorized to its fullest capacity where you may think you are walking into your own personal bathroom at home.

Why you do not see us at every corner?

At Sierra Sanitation Services we pride ourselves in not only our service but the Customer Service and Customer Support and Solutions we provide. We have learned to take Quality over Quantity any day. We want you to remember us for our performance which will always allow our customers to return.



Tough Mudder 2019-ISM RACEWAY



Army National Guard-Florence, AZ-2019



West Valley 4 year Solar Project

List of References

City of Buckeye
Myra Curtis
Phone: (623)349-6000
mcurtis@buckeyeaz.gov



Services Provided:
Portable Restroom, Wash
Sink Rentals & Service

Arizona Army National Guard
Sgt. Hoang Q. Lee
Phone: (602)629-4174
Hoang.q.le2.mil@mail.mil



Services Provided:
Portable Restrooms, Holding
Tanks, Wash Sinks & Service

First Solar, Inc.
Juan Burruel
(520)576-4579
Juan.burruel@firstsolar.com



Services Provided:
Portable Restrooms, ADA's,
Wash Sink Rental & Service

Company Contact Information

Parent Company

NexGen Site Services, LLC
(Headquarters)
P.O. Box 1447
Buckeye, AZ 853226

Billing & Accounting

Sierra Sanitation Services
P.O. Box 1447
Buckeye, AZ 85326

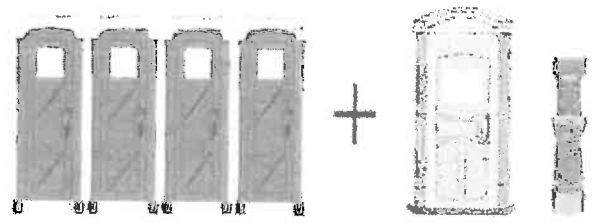
EIN- 83-4500388

DUNS # - 117071652

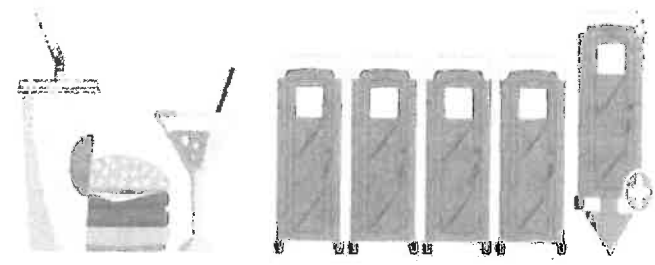
Years in Business: 5 Years

Recommended Usage Tables

ESTIMATED NUMBER OF ATTENDEES	LENGTH OF EVENT (HOURS)									
	1	2	3	4	5	6	7	8	9	10
50	1	1	1	1	2	2	2	2	2	2
100	2	2	2	2	3	3	3	3	3	3
250	2	2	2	2	3	3	3	3	3	3
500	2	4	4	5	6	7	9	9	10	12
1000	4	6	8	8	9	11	12	12	13	13
2000	5	6	9	12	14	16	18	20	23	25
3000	6	9	12	16	20	24	26	30	34	36
4000	8	13	16	22	27	30	35	40	45	50
5000	12	15	20	25	31	38	44	50	56	62
6000	12	15	23	30	38	45	53	60	68	75
7000	12	15	24	35	44	53	61	70	79	88
8000	12	20	30	40	50	60	70	80	90	100
10000	15	25	38	50	63	75	88	100	113	125



FOR EVERY 4 RESTROOMS ADD 1 HANDICAP AND 1 SINK



ADD 15% - 20% MORE IF THERE ARE FOOD AND DRINKS

Construction Site Usage Chart

based on 8 hours per day / 40 hours per work week

Number of Workers	Number of Units
1-10	1
11-20	2
31-40	4
31-40	4
Over 40	1 additional for every 10 workers

Standard Event Unit

New fleet added on for 2019-2020



Dimensions:
*90" Height
*44" Width
*48" Depth
*24" Door Opening
*70 Gallon
Tank Volume

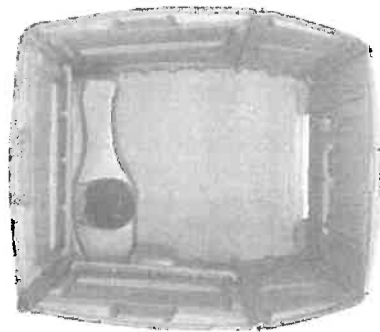


ADA Handicap/Portable Restrooms

New fleet added on for 2019-2020



Dimensions:
90.5: Height
66" Width
86.5" Depth
65 Gallon
Tank Volume





Bravo Dual Hand Wash Sink

Dimensions:

62" Height

26.5" Width

22 Gallons Fresh Water

24 Gallons Gray Water

Pump Capacity, Soap Capacity, Paper Towel Capacity



Satellite | PolyPortables 250 GALLON

250 GALLON | POLYPORTABLES | SATS

Dimensions:

17.43" Inches Height

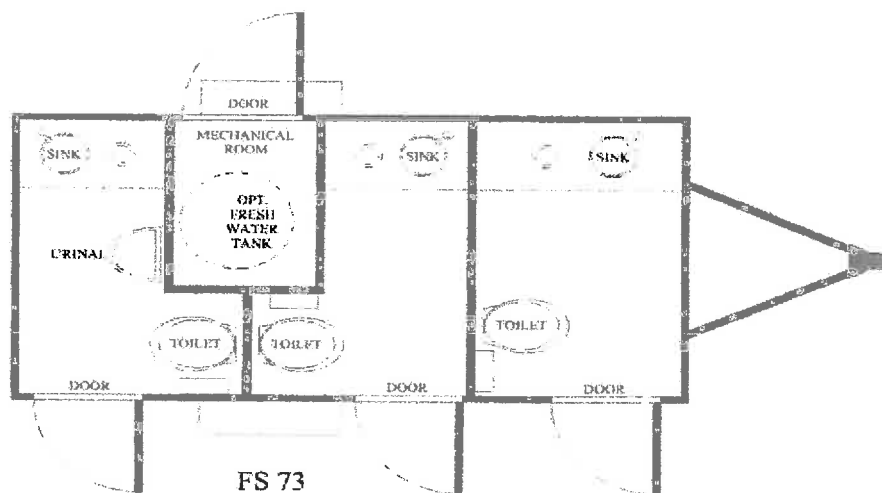
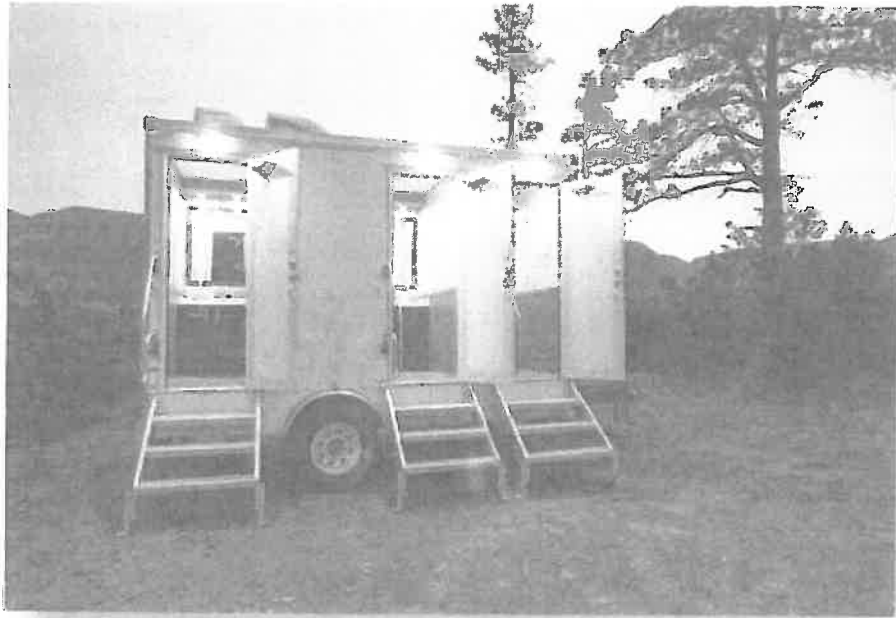
48" Inches Width

78" Inches Length

250 Gallon Capacity

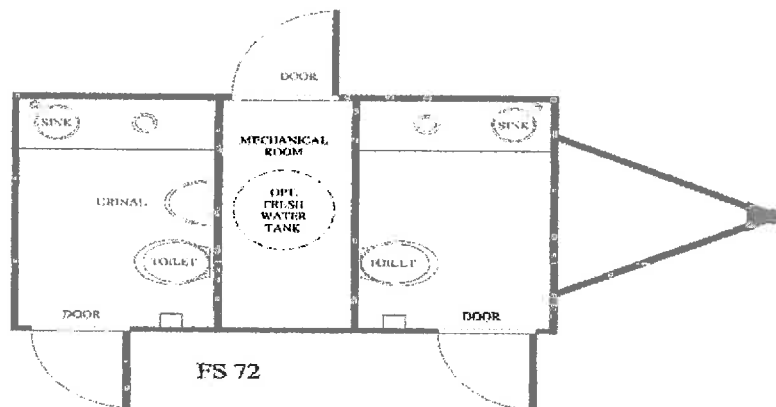
100 Lbs Weight

Luxury Restroom Trailer



3 Stall Restroom Trailer -14ft Length-7ft Widht-12ft height-150gal Fresh-250gal Waste Water Tank

Luxury Restroom Trailer



2 Stall Restroom Trailers -12.5ft Length-7ft Width-12ft Height-150gal fresh-250
Gallon Waste Tank

Vehicles/Equipment

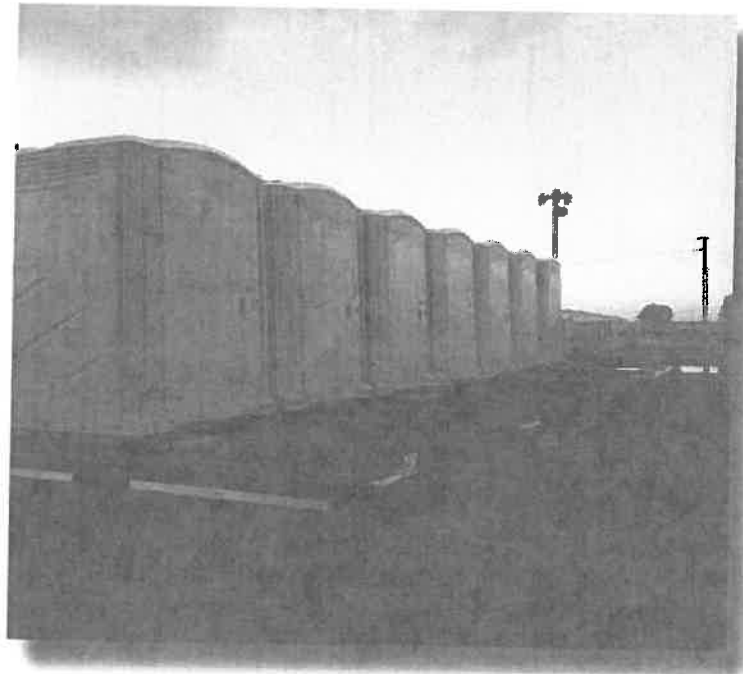
Pump & Service Trucks

Our trucks are equipped with a 900 gallon Waste Water Holding Tank and a 300 gallon Fresh Water Tank. This allows for a higher number of units to be serviced per Sierra Sanitation Services Standards. Our pump trucks also have the capability of being able to haul two bathrooms as needed.



Transport Options

Our wide range of equipment includes 20 ft portable restroom trailer with the capacity to securely transport 10 toilets. Our 40 ft portable restroom trailers have the capacity to transport 20-22 bathroom in one single trip.



Service & Spill Management/Preventive Plan

Field Sanitation

Evacuation of Waste in Chemical Toilets

Our service technicians are instructed to have the vacuum build up in the truck before removing the wand to start the removal of excrement. This will ensure adequate suction to remove the excrement in a timely manner. The service technician will shake the wand before removal to ensure that all loose particles fall inside of the restroom holding tank.

Our service technicians are instructed to repeat each item listed below at the minimum. Additional cleaning or attention might be needed as the conditions change. Each service technician is instructed to leave each restroom as clean as they can and report any damage or graffiti that cannot be removed along with log in date of service on service sheet in bathroom.

- Sanitize the urinal with a non-rinse, non-acidic disinfectant
- Rinse the urinal with fresh water
- Scrub the floor and lower door if needed
- Remove graffiti with a water-based product
- Rinse the inside walls with fresh water if needed
- Evacuation of liquid waste in each toilet/s
- Refill toilet paper dispensers with two rolls/three rolls.

Spill Procedure

In case of blue water spill, driver or corresponding company should notify the main office as soon as possible. Sierra Sanitation Services will make it a priority to be at site as soon as report is made. Sierra Sanitation Services will remove all soil/particles within 20-mile residues and dispose of soil according to state/city rules and regulations.

Portable/Dual Hand Wash Stations & Water Sourcing

Our water sourced from a high-quality area where testing is performed if necessary, to satisfy customer needs. This water is tested for a Total Coliform and E. Colie on a yearly basis from their third-party independent testing laboratory. The results are reviewed by our safety team. In the event of a positive occurrence, we will collect another sample and retest immediately and procedures will be taken by our Safety Team to treat the problem depending on the severity of the issue. A copy of the Water Analysis report is provided to our customers every month (as needed). We have copies of the Water Analysis results on file at our office as well.

Fresh Water Tank Maintenance

We have determined that the tanks should be flushed once each quarter. The water holding tanks on each truck will be filled and rinsed with water from a monitored source and then completely drained. Chlorine tablets are added to the restroom's hand washing water tanks once a week or as needed. A spreadsheet has been developed that includes all of our equipment with water tanks and includes sections to enter in the date when each tank was rinsed and a section for the Supervisor/Driver to sign acknowledging the rinse completely

Employee Training

Employee training is provided by our Food Safety Coordinator. Food Safety Coordinator trains employees with training sources like the LGMA and Osha. Employees are trained every 6-8 months on new and upcoming regulations. Employees are also trained and reminded of company policies and procedures at this time.

Vehicle Leak/Vehicle Maintenance

Vehicle maintenance is performed as necessary. Our maintenance technician is provided with a checklist to adequately look for potential hazards or leaks. This includes, tanks, pumps, tires, engines, etc. If a leak of vehicle fluid would to arise, the service technician is provided with a leak/spill plan and is advise to not ony follow the plan but to contact main office as soon as possible to avoid any further contaminants.

Response Time

We strive to provide immediate assistance if a spill, leak or a tipped toilet situation would to arise. Sierra Sanitation trains in Food Safety Regulations and we train all employees to follow regular policies but implement polices in regards to Food Safety and Regular Service Routes.

**REVISED REQUEST FOR PROPOSAL 20-076 PRICING
DATED 12/27/2019**

Pursuant to all the contract specifications enumerated and described in this Solicitation, Offeror agrees to provide **PORTABLE RESTROOM RENTAL AND RELATED SERVICES** to the City of Tempe at the price(s) stated below.

Proposer/Firms Name: **Sierra Sanitation Services**

Fees/Rates must be inclusive of all costs including, but not limited to, labor, equipment, travel time, service call fees, mileage, loading, unloading, waste disposal, etc. The City will not pay fuel surcharges or any cost beyond those stated below.

It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period.

Rental fee shall be expressed in per day (24 hour) periods.

Portable Skid Mounted - Standard Unit Rental and Regularly Schedule Services			
Item No.	Rental Period	Cleaning/Service Frequency	Cost Per Rental Period
1	Monthly*	Three (3) X Week	\$150.00
2	Monthly*	Two (2) X Week	\$120.00
3	Monthly*	One (1) x Week	\$75.00
4	One (1) Week	Three (3) X Week	\$68.00
5	Two (2) Week	Three (3) X Week	\$90.00
6	Three (3) Week	Three (3) X Week	\$117.00
7	One (1) Day		\$35.00
8	Three (3) Day	Two (2) X Rental Period	\$47.00
9	Five (5) Day	Three (3) x Rental Period	\$68.00
<i>*Historically Regularly Scheduled Units are permanently located on site</i>			
Total of Item Number One (1), Two (2) and Three (3):			\$345.00

Rental and Regularly Schedule Services

Item No.	Rental Period	Cleaning/Service Frequency	Cost Per Rental Period
10	Monthly**	Three (3) X Week	\$165.00
11	Monthly**	Two (2) X Week	\$132.00
12	Monthly**	One (1) x Week	\$82.50
13	One (1) Week	Three (3) X Week	\$85.00
14	Two (2) Week	Three (3) X Week	\$108.00
15	Three (3) Week	Three (3) X Week	\$125.00
16	One (1) Day		\$50.00
17	Three (3) Day	Two (2) X Rental Period	\$65.00
18	Five (5) Day	Three (3) x Rental Period	\$82.50
<i>**Historically Regularly Scheduled Units are permanently located on site</i>			
Total of Item Number Ten (10), eleven (11) and twelve (12):			\$379.50

Miscellaneous

Item No.	Description	Unit	Cost Per Rental Period
19	Additional Cleaning Visit For Portable Units Monday through Saturday, 7:00 a.m. to 5:00 p.m.	Per Visit/Each	\$20.00
20	Additional Cleaning Visit For Portable Units Evening, Sundays, Holidays	Per Visit/Each	\$50.00
21	Emergency Cleaning Visit For Portable Units Monday through Saturday, 7:00 a.m. to 5:00 p.m.	Per Visit/Each	\$50.00
22	Emergency Cleaning Visit For Portable Units Evening, Sundays, Holidays	Per Visit/Each	\$50.00
23	Damage Waiver - Cost Per Unit	Each Unit	\$10.00
24	Portable Hand Wash Station	Per Day	\$50.00
25	Portable Hand Wash Station With Two Service	Per Week	\$75.00
26	Hand Sanitizer Station	Per Day	\$89.00
27	Hand Sanitizer Station	Per Week	\$89.00
28			
29			
30			
31			

Trailer Mounted Event Restrooms - with 3 cleanings per week

Item No.	Rental Period	Cleaning/Service Frequency	Cost Per Rental Period
32	One (1) Day -(3 Stall VIP Trailer)		\$575.00
33	Three (3) Day -(3 Stall VIP Trailer)	Two (2) X Rental Period	\$975.00
34	Five (5) Day -(3 Stall VIP Trailer)	Three (3) x Rental Period	\$1,175.00
35	One (1) Week -(3 Stall VIP Trailer)	Three (3) X Week	\$1,175.00
36	Two (2) Week -(3 Stall VIP Trailer)	Three (3) X Week	\$1,950.00
37	Three (3) Week -(3 Stall VIP Trailer)	Three (3) X Week	\$2,550.00
38	Monthly -(3 Stall VIP Trailer)	Three (3) X Week	\$3,900.00
39	Monthly -(3 Stall VIP Trailer)	Two (2) X Week	\$3,100.00
40	Monthly -(3 Stall VIP Trailer)	One (1) x Week	\$2,300.00

Other			
Item No.	Description	Unit of Measure	Cost
41	one day/week No Service -(2 Stall VIP Trailer)	1	\$495
42	250 gallon holding tank 1xweek service	1xweek Service	\$260
43	Holding Tank install	1	\$155
44	Weekend Delivery/Removal	1	\$150
45	Standard Restroom Containment Tray	1	\$45
46	Towable (1)Standard Restroom Trailer (Construction)	1xweek Service	\$175
47			
48			
49			
50			

DELIVERY: See Tempe Terms and Conditions.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NEXGEN SITE SERVICES, LLC DBA SIERRA SANITATION SERVICES**

**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the terms and conditions of this Agreement and the City of Tempe Contract No. T20-076, the City is retaining NexGen Site Services, LLC, dba Sierra Sanitation Services, for the rental of portable restroom units on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NEXGEN SITE SERVICES, LLC DBA SIERRA SANITATION SERVICES**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$125,000 annually or \$375,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay contractor compensation in accordance with the rates as set forth in the City of Tempe Cooperative Contract No. T20-076 for the rental of portable restroom units on an as-needed basis.