

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PUMP PROS INTERNATIONAL CORPORATION**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2026, between the City of Glendale, an Arizona municipal corporation (“City”), and Pump Pros International Corporation, an Arizona corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On December 12, 2025, the City of Tempe, a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in Vertical Water Pumps (Purchase, Maintenance & Repair), Contract No. WUD26-026-02 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Finance Director 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 Finance Director 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

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.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was December 12, 2025, until the date the contract terminates on December 11, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond December 11, 2030. The initial period of this Agreement is the period from the Effective Date of this Agreement until December 11, 2027.
- B. The City may extend the term of this Agreement for three (3) one-year renewals if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any extensions).
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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. 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.
11. 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 Lindsay Lucas
7070 W. Northern Avenue
Glendale, AZ 85303

and

Pump Pros International Corporation
7710 N. 68th Avenue
Glendale, AZ 85303

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Patrick S. Banger
City Manager

"Contractor"

Pump Pros International Corporation,
an Arizona corporation

By: 

Name: Dan Waddell
Title: Manager

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
PUMP PROS INTERNATIONAL CORPORATION**

**EXHIBIT A
VERTICAL WATER PUMPS (PURCHASE, MAINTENANCE & REPAIR), CITY OF TEMPE
CONTRACT NO. WUD26-026-02**

Contract Award Notice

City of Tempe
Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: WUD26-026-02

Issue Date: 12-12-2025

Description: Vertical Water Pumps (purchase, maintenance & repair)

103133

Pump Pros International Corporation

Josh Trozzo

7710 N 68th Ave

Glendale, AZ 85303

Phone: 602-269-5775

Cell: 602-677-8445

Email: josh@pumpprosllc.com

Award Period

Beginning: 12-12-2025

Ending: 12-11-2027

Potential Renewals: (3) one-year renewals

This notice confirms the award of a contract for the purchase of goods, materials, and/or services as specified under the referenced solicitation/contract number. The Contract will remain in effect for the duration stated in the award period, unless extended, renewed, or terminated in accordance with the solicitation's terms and conditions..

Please note that any vendor-submitted documents that conflict with the City's solicitation language or requirements are invalid and will void the Contract. Contractors must not commence work or deliver awarded items until all required insurance certificates and/or performance bonds have been submitted to the City Procurement Office.

If your mailing address changes for payments or future solicitations, it is your responsibility to notify the City Procurement Officer listed in this contract and ensure your contact information remains current.

Your City of Tempe contract number must appear on all shipping documents, invoices, and statements. Invoices should be sent directly to the requesting department.

Award Information – See attached pricing

Eric Kraenzle

Eric Kraenzle (Dec 15, 2025 09:34:03 MST)

Eric Kraenzle, C.P.M.
Procurement Officer

Michael Greene

Michael Greene (Dec 15, 2025 09:50:00 MST)

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

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

THIS IS NOT A PURCHASE ORDER

Contract Number: WUD26-026-02**Issue Date:** 12-12-2025**Description:** Vertical Water Pumps (purchase, maintenance & repair)

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Item	Description	Qty	UofM	Unit Price
1	Labor Rate per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, Field Service Technicians, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 50.00
2	Overtime Labor Rate per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, Field Service Technicians, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 75.00
3	3-person pump crew, travel to and from location of contractor's yard. (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	\$ 225.00
4	3-person pump crew, travel to and from location of contractor's yard. Overtime Rate Per Man (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	\$ 275.00
5	3-person crew standby time after 30 minutes. (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	\$ 125.00
6	3-person crew standby time after 30 minutes. Hourly rate is inclusive of all costs. Overtime Rate (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	\$ 150.00
7	Shop Labor Rate per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 50.00
8	Shop Overtime Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 75.00
9	Machine Shop Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 50.00
10	Machine Shop Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 75.00
11	Welder On-Site Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 75.00
12	Welder On-Site Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 125.00
13	Welder Shop Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 50.00

Contract Number: WUD26-026-02**Issue Date:** 12-12-2025**Description:** Vertical Water Pumps (purchase, maintenance & repair)

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14	Welder Shop Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 75.00
15	Electrician Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 50.00
16	Electrician Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 75.00
17	Semi-Truck and 1 Driver Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 75.00
18	Semi-Truck and 1 Driver Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	\$ 125.00
19	Hydraulic crane truck and 2-person crew. (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	\$ 125.00
20	Hydraulic crane truck and 3-person crew. Overtime Rate Per Man (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	\$ 175.00
21	Hourly rate for the electric motor and pump rebuilds (inhouse or subcontractor). Rate inclusive of the rewind shop.	1	Man Hour	\$ 50.00
22	Hourly rate for mechanical seals repair / install	1	Man Hour	\$ 50.00
	Material and outside service/labor furnished will be billed at invoice cost multiplied by:			
	(Contractor to complete) _____%			15%

Discounts Manufacturers	Discount off List Price
General Electric	15
US Motor	15
Verti-Line	15
Weir-Floway	15
Grundfos	15
Peerless	15
National	15
Berkley	15
Simflo	15



REQUEST FOR PROPOSAL

RFP# 26-026 Vertical Water Pumps Purchase, Maintenance, Repair

RFP ISSUE DATE:
September 10, 2025

DEADLINE FOR INQUIRIES/QUESTIONS:
September 25, 2025, 5:00 P.M. Local Arizona Time

RFP DUE DATE AND TIME:
October 9, 2025, 3:00 P.M. Local Arizona Time

INQUIRIES MUST BE DIRECTED TO:

Eric_Kraenzle@Tempe.Gov

Submit RFP Questions, Proposal and Documents To:
<https://tempe-gov.bonfirehub.com>

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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 through the City's Procurement Portal (Bonfire) website at <https://tempe.gov.bonfirehub.com> under the appropriate solicitation opportunity no later than the designated due date and time and duly signed by an authorized representative of the company. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- B. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB.
- C. Submissions may be amended via the City's Bonfire Portal but only before the designated due date and time.
- D. The signed proposal response constitutes an irrevocable offer to sell the goods and/or services 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.
- E. 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.
- F. The proposal must be uploaded, submitted and finalized prior to the designated due date and time. The City strongly recommends allowing sufficient time and at least one (1) day before the due date to begin the uploading process and to finalize the submission.

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.

General Instructions

- 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.
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 through Messages/Opportunity Q&A on the City's Procurement Portal through Bonfire. Offerors shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. All questions must be submitted no later than the date and time indicated in the City's Bonfire Portal.
5. **Withdrawal of Proposal:** At any time before RFP Due and time, an Offeror may un-submit a proposal response through the City's Bonfire portal.
6. **Proposal Addenda:** Any changes to the solicitation document will be in the form of an Addendum. Addenda are posted on the City's Procurement Portal (Bonfire) website at <https://tempe-gov.bonfirehub.com> under the appropriate solicitation opportunity. Interested parties are cautioned to check the Procurement Portal through Bonfire for addenda prior to submitting the proposal. The City will not be held responsible if an Offeror fails to receive any addenda issued. The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.
7. **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.
8. **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 the 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.
9. **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/can perform 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 describe in full detail within the proposal. The City shall be the sole judge as to whether any alternative 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.

10. **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.

General Instructions

11. **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, considering the estimated value of the required services, and the scope, complexity and nature of such services.
12. **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.
13. **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.
14. **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.
15. **Proposal Results:** Offers will be opened on the stated due date, time and location indicated on the cover sheet of the solicitation at which time the name of each offeror will be read. Offers and all evaluation information are not available for public inspection until after the contract has been awarded. After award of the contract, an appointment may be made with the Procurement Officer to review quotation documents.

General Instructions

A preliminary bid tabulation will be posted on the City's Procurement Portal (Bonfire) immediately following the public bid opening. The information on the preliminary tabulation will be posted as it was red during the opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Formal contract award results shall be placed on the Procurement Office web page <https://www.tempe.gov/government/financial-services/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 <https://tempe.hylandcloud.com/AgendaOnline/>.

16. **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 (<https://tempe.hylandcloud.com/AgendaOnline/>) 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.
17. **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 [Sales Tax & Regulatory Licenses](#).
18. **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.
19. **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.
20. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment using a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
21. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
22. **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 website up to five (5) days prior to the City Council meeting.
23. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time to the City's Procurement Portal (Bonfire) website. Any offers received after the RFP Due Date and Time shall not be considered. The Offeror assumes the risk of any delay in the electronic processing of the proposal response to Bonfire. Offerors must allow adequate time to ensure that the proposal is timely received.
24. **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.

General Instructions

25. **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 Offeror 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

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 make 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. **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. 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.
5. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
 - A. The submission of the proposal 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. 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. Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law; it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

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- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. The 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 the Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.
- H. Compliance with A.R.S. § 35-394. Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor hereby agrees to indemnify and hold harmless the Customer, its officials, employees, and agents from any claims or causes of action relating to the Customer's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Customer in defending such as action. During the term of agreement, Contractor shall alert the City within five (5) days after becoming aware of its noncompliance with this statute and cure any noncompliance within 180 days after initial notification of noncompliance. Failure to cure in accordance with the provisions of this statute shall result in contract termination.
6. **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.
7. **Confidentiality of Records:** 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.
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.

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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.
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. **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.
13. **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.
14. **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.
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 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. **Interpretation of Parol 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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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. **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.

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22. **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.
23. **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.
24. **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.
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 of 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. **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.
28. **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.
29. **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.
30. **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.

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31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
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. **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.

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40. **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.
41. **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.
42. **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.
43. **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.
44. **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.
45. **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 reduce or eliminate any legal or equitable remedies.

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46. **Work for Hire and Ownership of Deliverables:** The Contractor hereby agrees and covenants that all the results and proceeds of the Contractor's work and/or services for the Project specified herein, for the Contractor and all 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, the Contractor agrees and covenants that it shall be deemed to have assigned to the City all 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.

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 ninety (90) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of 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 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 12 months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
 - C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-

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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. **Samples Upon Request - 72 Hours:** Samples of items, when requested, must be submitted within seventy-two (72) hours. Unless otherwise specified by the Procurement Office, samples will be furnished at no expense to the City. Samples must be identified as to supplier, manufacturer, part number, model number, type, grade and applicable stock number. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded thirty (30) days after award date.

11. **Insurance:**

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

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

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

- i. **Minimum Limits of Insurance.** Contractor shall maintain the following minimum limits:

- a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract, or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

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

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

- b. **Worker's Compensation**

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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).
- 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 the above policies and/or endorsements. The City shall not be obligated,

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however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

12. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
13. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.
14. **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.
15. **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. Precautions 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.
16. **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.
17. **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.
18. **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 employees performing work at the City sites.

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19. **Subcontractor(s):** The City reserves the right to approve all subcontractors. Contractor is responsible for all actions of subcontractors. Contractor shall name subcontractors as additionally insured, in addition to the City on all required insurance documents.
20. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safe work performance will be performed by City staff.
21. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way
- A. For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:
- 1) Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.
 - 2) Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the City.
 - 3) Right-of-way means all that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.

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

- A. No person shall perform any work within the right-of-way until he is properly equipped with protective devices.
- B. Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.
- C. Following are a list of circumstances relative to the use of orange vests and/or orange shirts:
- 1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each Superintendent to determine whether the color is still appropriate or not.
 - 2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.
 - 3) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work-related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current City approved vests meet the current ANSI standards.
- D. 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.
- E. Just a note for Superintendents 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.

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22. **Materials and/or Equipment:** Materials and/or equipment furnished by the City will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.
23. **Project Data and Documents:** The Contractor shall be entitled to rely upon the accuracy of all data furnished by the City, which is or may be used by the Contractor in the provision of services under this Contract. The Contractor has the right to retain and use all data furnished, and all plans, designs, specifications and other work products created by the Contractor during its provision of service under this Contract
24. **Heat Safety Compliance for Outdoor Work:** Effective September 1, 2025, all contractors and subcontractors performing work under this solicitation that involves outdoor environments for a substantial period of time must comply with the City of Tempe Ordinance No. O2025.19 – Heat Safety Standards for Outdoor Workers. A substantial period of time is defined as “any consecutive period of 60 minutes or greater.” If Contractor’s employees or contract workers will perform work under this contract in an outdoor environment for a substantial period of time, the contractor must have and implement a written plan listing the preventative and proactive measure that contractor will take to protect those employees and contract workers from heat hazards (The “Heat Safety Plan”) while performing that work. The City may request a copy of the Heat Safety Plan and documentation of all heat safety and mitigation efforts currently implemented by the contractor to prevent heat-related illnesses and injuries for work done under this contract. The Heat Safety Plan must also be posted where it is accessible to employees.

The City will require all responding firms to submit a Heat Safety Plan with its offer that fully addresses all elements outlined by this Ordinance under Section 13A-103 and 13A-102. The completeness and overall quality of the Heat Safety Plan have been included as an evaluation criterion and will be scored accordingly. **It is important that the Heat Safety Plan address at a minimum all elements that are contained in the sections noted above.** The City has included Attachment A to this solicitation that lists all elements that need to be addressed in the Heat Safety Plan. To view the entire ordinance please click on the link below:

[Heat Safety Ordinance – Full Text](#)

Scope of Work

The City of Tempe (City) is seeking bids for the purchase of preventive maintenance, inspections, repairs, testing of vertical water pumps, and the purchase of equipment and parts on an as needed basis for the City's Public Works Department – Water Utilities Division.

The City may award resulting contracts by group and may make multiple awards per group to ensure that any ensuing contracts allow the City to fulfill current and future needs.

Resulting contracts are of critical importance and only those companies with a proven history of success in performing the required work will be considered. Experience, technical capability, and available capacity is mandatory requirements for any awarded firm.

Minimum Qualifications

- Contractor (and subcontractors) shall have a minimum of five (5) years of prior experience in inspecting, maintaining, testing and repair of vertical pumps.
- Contractor must have a well-staffed operational facility with trained technicians in the Phoenix Metropolitan area.
- Contractor and/or sub-contractors must have all equipment and qualified personnel to remove and/install pumps.
- Contractors and/or sub-contractors must have local machine shop capabilities for pump bench work.
- Contractor must be an Arizona licensed contractor.

Vertical Pumps Use, Length, and Maximum Weight

This contract will only be for vertical turbine type pumps. Examples of use:

- Finished water pumps
- Raw water lift pumps
- Back wash pumps

Heaviest Pump - Approximately 15,000 lbs. without motor and approximately 20,500 lbs. with motor.

Longest overall length of pumps - Approximately 20' to 30'. Length differs by plant.

Contractor Responsibilities

Contractor must provide all necessary equipment, transportation, tools, replacement parts and personnel with technical expertise necessary to provide maintenance and inspections, and repair services. Repeated and documented instances of using substandard materials, supplies, and/or personnel, or failure to provide services in a timely manner, shall constitute grounds for termination of contract.

If any chemicals/materials/products are supplied, that require material safety data sheets (MSDS) such sheets shall be delivered with the chemicals/materials/products by the Contractor and shall be approved first by the City before use.

At the completion of all work, the Contractor shall remove all temporary structures used in the work process, rubbish and waste materials and restore the site to a neat condition.

The Contractor shall be responsible for any equipment that is damaged while in their possession.

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for all work until the entire contract is completed.

Scope of Work

If a motor is attached to a pump, the Contractor shall be responsible for removing and reattaching it to the pump after all repairs are completed, (including disconnecting and reconnecting electrical to the motor) at no additional charge to the City.

The Contractor shall be capable of determining the cause of the malfunctions and of making the necessary repairs. The nature of the problem and possible cause shall be documented to Plant Superintendent or the designated representative. The Contractor will determine estimated repair costs for each unit and email repair and replacement estimates with work estimates and completion time to the Plant Superintendent or the designated representative. No repairs shall be performed without prior written authorization from the Plant Superintendent or the designated representative.

General machine work and or repair may consist, but is not limited to dynamic balancing on all impellers with balancing reports included, welding, straightening, grinding, custom part manufacturing, and shaft rebuilding, and sand blast pump/motor to factory primer.

Repairs may consist of rebuilding damaged parts like shafts, impellers, weir plates, housings, bearings, mechanical seals, packing stuffing boxes, pump packing, or replacement thereof.

Specialty work consists of the machine shop fabrication of parts and assemblies not related to a pump repair, such as brackets, mounts, supports, etc. Machine work associated with pump repairs shall be priced as part of the pump repair.

After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by the Plant Superintendent or the designated representative. If manufacturer recommendations are not available, interior ferrous parts shall be coated using two (2) coats of potable water approved (NSF 60) epoxy. Exterior shall be painted with one (1) coat of epoxy. Cost for painting/coating shall be listed as a separate line item on the repair estimate, and subsequent invoice.

Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with manufacturer recommendations or the City's specifications when manufacturer recommendations are not available.

For repair work requiring machine shop capabilities, the Contractor shall be responsible to provide this service, preferably directly or through a subcontractor if the Contractor lacks the necessary capabilities. Contractor shall identify this need in their repair estimate to Plant Superintendent or the designated representative. A single invoice including unit price per item shall be provided. If subcontractor is used, a copy of subcontractor's invoice showing labor and material costs must be provided. The City will pay for this work based on the subcontractor's labor and materials cost, plus the bid markup indicated on the Price Sheet attached to this RFP.

The Contractor shall maintain subcontracted labor rates within the bid Specialty Machining Work rates.

Overtime pay for labor must be authorized in writing by the Plant Superintendent or the designated representative.

Contractor Response Times

Routine service calls shall receive a response from the Contractor within thirty-six (36) hours. Normal City working hours are Monday thru Friday, 7:00am to 3:00pm. Emergency Service calls shall receive a response from the Contractor within eight (8) business hours. All reasonable attempts must be made to return equipment to service the same day the emergency call is placed.

If work is to be performed during evenings, weekends or City Holidays, City employees will be made available at the work site to provide Contractor access to facilities.

The definition of "Response" for this section is Contractor will arrive at worksite with appropriate personnel, equipment, materials, etc. to start, perform and complete required services.

Scope of Work

Work Estimates and Completion Time

Prior to the Contractor performing any repair work, the Contractor will be required to provide the City a written report which includes the condition of equipment, recommended repairs, and cost of repairs. Contractor will be allowed to disassemble and remove the equipment prior to providing the City a written estimate. The written estimate will be required within seventy-two (72) hours from the time equipment is removed.

Contractor shall provide a work schedule and a weekly progress report in writing (e-mail is acceptable) to the Plant Superintendent or the designated representative.

The City prefers that the Contractor will repair and reinstall equipment within (2) calendar weeks from the date of work approval by the City. In the event repair time must extend beyond the twenty (2) calendar week period, Contractor shall notify the Plant Superintendent or the designated representative.

The City will not pay for services and/or materials not covered by this contract.

Material and Services

Contractor shall provide all necessary labor, equipment, tools, and parts necessary to furnish on-site preventive maintenance inspections and testing, and repair of electric motors as described in the RFP.

For repair work requiring machine shop capabilities, the Contractor shall be responsible to provide this service, preferably directly or through a subcontractor if the Contractor lacks the necessary capabilities. The Contractor shall identify this need in the repair estimate to Plant Superintendent or the designated representative.

Any materials or parts used in complying with contract are to be equal to or better than original equipment.

Contractor shall disinfect all parts, tools, and equipment, that are used on the pumps using chlorine, when installing into potable water distribution reservoirs.

The City may furnish replacement parts/components when available from inventory. The fair market value of these parts shall be credited to the City. Any parts/components provided by the City shall be installed without cost markups, and shall be documented on the appropriate invoice.

All necessary shop work will take place at the Contractor's facility or at other facilities as mutually agreed upon by the City. Unless otherwise specified, all materials and repair parts shall be new and of good quality and workmanship.

The Contractor, while having City equipment in its possession (shop repairs) shall be responsible for any loss or damage incurred by any cause.

To verify contract pricing, the Contractor shall provide backup data such as labor time sheets, vendor invoices, etc. All invoices must contain a description of the work performed, the number and rate for all labor hours, and the quantities and price of all materials, furthermore, vendor invoices for parts and materials shall be included with each invoice (includes raw materials used to make specific parts such as shafts, wear rings, bushings, etc). Successful vendor must provide documents in order for reimbursements. Delivery tickets will not be accepted as verification for payment.

Workmanship and Materials

Workmanship and materials must be acceptable to the Plant Superintendent or the designated representative. The Contractor shall furnish the best materials and perform the best workmanship in all projects. If any unsatisfactory materials or non-workmanship methods are detected, the Plant Superintendent or the designated representative, may require the Contractor to utilize acceptable materials and/or methods and perform in the manner expected. Failure of the Plant Superintendent or the designated representative to require the Contractor to perform properly will not relieve the Contractor from his obligations to perform good workmanship practices or to furnish the work in the time agreed upon or to use the best materials.

Scope of Work

The Plant Superintendent or the designated representative may reject any work performed by the Contractor and any materials used if, in the opinion of the Plant Superintendent, substandard workmanship has been performed and/or materials do not meet specifications or are considered inferior.

Warranty

The Contractor must warrant for a period of one (1) year from the date of final acceptance by the City, for all labor, parts, components and services that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or

workmanship, or by reason of non-compliance with these specifications. Warranties will not commence until the work/equipment is accepted by the City and placed into service. The Contractor will be responsible for the warranty of all parts and labor, regardless of whether the parts and/or labor were provided by subcontractors. The Contractor must provide copies of standard warranties that will be used in the regular course of business for service repairs and parts. The Contractor must furnish a warranty for the items and services provided under this Contract in accordance with the standard warranty regularly supplied. In the event that any such repair fails to endure this minimum period, the City may elect to repair the unit in-house on an "emergency basis", and/or the Contractor will replace the subject part(s) and/or furnish the necessary labor to make good the subject repair at no additional cost to the City. Also, in the event that the repairs fail to endure this minimum period, the Contractor will incur all costs in transporting the unit back to Contractor's shop (if transportation is needed).

Exceptions to this warranty will be damage or loss due to theft, vandalism, or accidental occurrences outside the Contractor's control. A copy of manufacturer/product warranty detailing coverage shall be submitted along with the invoices. Contractor shall be responsible for all warranty claims.

Replacement Equipment and Parts

Contractor shall provide a discount off of list price for actuators, parts, supplies, and add-on equipment.

The City is requesting a catalog discount for additional items and services not specifically listed on the Price Sheet to successfully obtain a full line of equipment, parts, and supplies. All items in the manufacturer price catalogs shall be available to the City at the discount offered. The discount off of list shall remain fixed for the initial contract period and renewal options. Unit price shall be the published price less the discount offered. Manufacturer's price catalogs must be submitted within ten (10) working days upon notification of award. Manufacturer's price catalogs may be submitted in the form of print, CD or Internet web-site.

Updates to the referenced catalogs must be provided at no cost to the City when made available. Updates may be in the form of print, CD or Internet web-site.

The Contractor may be required to provide pricing of repair parts for specific jobs prior to the City authorizing purchase of the parts from the Contractor. The City reserves the right to purchase parts or related equipment directly from the manufacturer or from other vendors if it is in the City's best interest.

Inspection of Work

All work performed by the Contractor will be subject to inspection by the Plant Superintendent or the designated representative. The Plant Superintendent or the designated representative will be given access to all work in progress at any time. It will not be required that the Contractor be notified in advance of any inspection action. No payment will be made if any inspection request is denied. The Contractor shall provide any data requested and provide good lighting of all areas to enhance any inspection action. The Plant Superintendent will schedule an inspection of any job in such a way that there will be no delay to the Contractor. If discrepancies are revealed through the inspection process, the Contractor shall correct these at his cost.

The contractor is to provide an inspection report for motors and pumps that are rebuilt.

Scope of Work

Delay of Work

If any work being performed by the Contractor is unnecessarily or unreasonably delayed, the City Plant Superintendent or the designated representative has the option to employ persons, machinery and materials in addition to those being used by the Contractor to complete the work required. The expenses of such actions shall be charged to the Contractor. The City shall also have the right to use all materials at the site owned by the Contractor and to charge expenses that might be due on these materials to the Contractor.

Payment

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

Reduction in Payment

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

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

Electrical Work

If the Contractor engages in work that covers the service and maintenance of machines and equipment in which the unexpected energizing or startup of the machines or equipment, or release of stored energy, could cause injury to employees, the Contractor must follow the OSHA requirements as outlined in 29 CFR 1910.147, Control of Hazardous Energy regulation.

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

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

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

Dumping and Disposal of Waste

The Contractor shall provide for the disposal at a legal off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. ANY DISPOSAL/DUMPING OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to the City upon request.

Scope of Work

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 Plant Superintendent or designee to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precautions 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 (OSHA), and Standards and Regulations promulgated thereunder.

Work In Progress

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate their obligations under this agreement until all work issued to Contractor prior to the expiration of the Contract has been completed and accepted by the City.

Other Work Items

Charges for services not shown on the Bid Form may be performed by the Contractor only after receipt of a written repair estimate approved by the authorized City representative. In such cases, Contractor will submit to the City representative a diagnostic/repair estimate upon initial inspection of the vertical pump. The City representative will either approve or disapprove of the estimate. Where the estimate is approved, the Contractor will proceed with and complete the work and will invoice the City either in the amount of the original estimate, or the actual cost of parts and labor provided to complete the repair, **whichever amount is lowest**. If the estimate is disapproved, the City representative may obtain an estimate from any other source and/or discontinue the proposed work. **The City maintains the right to remove from the premises of the Contractor any equipment delivered for repair estimates.**

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.

I. Minimum Qualifications

1. Does your company meet all of the minimum qualifications described below? Yes ☒ No ☐

If not, provide explanation:

- Contractor (and subcontractors) shall have a minimum of five (5) years of prior experience in inspecting, maintaining, testing and repair of chemical pumps.
- Contractor must have a well-staffed operational facility with trained technicians in the Phoenix Metropolitan area.
- Contractor and/or sub-contractors must have all equipment and qualified personnel to remove and/install pumps.
- Contractors and/or sub-contractors must have local machine shop capabilities for pump bench work.
- Contractor must be an Arizona licensed contractor.
- Contractor will be in compliance with the City of Tempe Ordinance No. O2025.19 – Heat Safety Standards for Outdoor Workers as outlined in the Specifications and Special Terms and Conditions

II. Questions

1. What is the complete address of your Phoenix Metropolitan service facility from which this contract will be administered?

Response: 7710 N 68th Ave Glendale, AZ 85303

2. List designated Contract Manager who will be responsible for managing all work provided by any resulting contract. (This individual shall be considered "Key Personnel.") Please submit resume with response.

Contract Manager Name: Josh Trozzo
Phone Number: Office 602-269-5775
Cellular Phone Number: 602-677-8445
Fax Number: _____
E-mail address: josh@pumpprosllc.com

3. Does your company have the expertise and qualifications to perform the services described in this RFP? Yes ☒ No ☐
4. Does your company accept all terms and conditions of this RFP? **Note:** Bids or proposed contract terms that take exception to the terms, conditions, specifications and/or other requirements stated within this RFP may cause the bid to be considered as nonresponsive and rejected. Yes ☒ No ☐
5. If awarded, will your company allow other government agencies to utilize this contract? Yes ☒ No ☐
6. Will your firm provide a work schedule and a weekly progress reports in writing or e-mail to the appropriate City representative? Yes ☒ No ☐
7. Will your firm respond to routine service calls within 36 hours? Yes ☒ No ☐
8. Will your firm respond to emergency service calls within 8 business hours? Yes ☒ No ☐

Proposal Questionnaire

"Return this Section with your Response."

9. Will your firm provide a written estimate of the repair cost within 72 hours (3 days) of pulling the pump for maintenance? Yes ☒ No ☐
10. Has your firm ever failed to complete any work awarded to you? If yes, please explain. Yes ☐ No ☒

Response:

11. What other name(s) has your firm operated under?

Response: Pump Pros International Corporation, Pump Pros LLC, Pump Pros

12. List three (3) customer references for which your firm has performed the services requested in this RFP (government and/or large business preferred).

Reference One:

Name of Firm: City of Tolleson
Contact Person: Don Keesler
Contract Number: Save / Co-Op Tempe, City of 20-029-02
Contract Dates: N/A

Reference Two:

Name of Firm: City of Glendale
Contact Person: Sam Chiovani
Contract Number: Save / Co-Op Tempe, City of 20-029-02
Contract Dates: N/A

Reference Three:

Name of Firm: City of Surprise
Contact Person: Kevin Larson
Contract Number: Save / Co-Op Tempe, City of 20-029-02
Contract Dates: N/A

13. List of Sub-contractor(s) to be used for resulting contract. Provide name, address, telephone number and type of work to be performed.

Response:

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 the offers submitted and determine if any should be removed from consideration due to substantial failure to submit a responsive offer. Any offer determined to be substantially non-responsive shall be removed from consideration.
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	X	Rating	=	Points
1.	Firm meets the minimum qualifications of this RFP	20	X	_____	=	_____
2.	Firm has the expertise and qualifications to perform the services (Client References, General Qualifications, Experience)	25	X	_____	=	_____
3.	Price	35	X	_____	=	_____
4.	Overall response and acceptance of the terms and conditions	10	X	_____	=	_____
5.	Compliance with the City of Tempe Ordinance No. O2025.19 – Heat Safety Standards for Outdoor Workers	10	X	_____	=	_____
				Total	=	_____

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

<i>Outstanding</i>	9 - 10
<i>Good</i>	6 - 8
<i>Average</i>	4 - 5
<i>Poor</i>	1 - 3
<i>Not Addressed or Unacceptable</i>	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."

Please complete the following pricing sheet. Note if any of the following items are typically subcontracted to another local firm.

Item	Description	Qty	UofM	Unit Price
A.	Vertical Water Pumps Work			
1	Labor Rate per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, Field Service Technicians, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$50.00</u>
2	Overtime Labor Rate per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, Field Service Technicians, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$75.00</u>
3	3-person pump crew, travel to and from location of contractor's yard. (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	<u>\$225.00</u>
4	3-person pump crew, travel to and from location of contractor's yard. Overtime Rate Per Man (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	<u>\$275.00</u>
5	3-person crew standby time after 30 minutes. (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	<u>\$125.00</u>
6	3-person crew standby time after 30 minutes. Hourly rate is inclusive of all costs. Overtime Rate (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	<u>\$150.00</u>
7	Shop Labor Rate per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$50.00</u>
8	Shop Overtime Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$75.00</u>
9	Machine Shop Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$50.00</u>
10	Machine Shop Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$75.00</u>
11	Welder On-Site Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$75.00</u>
12	Welder On-Site Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$125.00</u>

Pricing Section

"Return this Section with your Response."

13	Welder Shop Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$50.00</u>
14	Welder Shop Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$75.00</u>
15	Electrician Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$50.00</u>
16	Electrician Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$75.00</u>
17	Semi-Truck and 1 Driver Labor Rate Per Individual (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$75.00</u>
18	Semi-Truck and 1 Driver Over Time Labor Rate Per Individual (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Man Hour	<u>\$125.00</u>
19	Hydraulic crane truck and 2-person crew. (Straight Time) During Normal Work hours 7:00am to 3:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	<u>\$125.00</u>
20	Hydraulic crane truck and 3-person crew. Overtime Rate Per Man (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, mobilization, fuel, etc.	1	Crew Hour	<u>\$175.00</u>
21	Hourly rate for the electric motor and pump rebuilds (inhouse or subcontractor). Rate inclusive of the rewind shop.	1	Man Hour	<u>\$50.00</u>
22	Hourly rate for mechanical seals repair / install	1	Man Hour	<u>\$50.00</u>
Total of Items 1 to 22				\$ 2,146.00
	Material and outside service/labor furnished will be billed at invoice cost multiplied by:			
	(Contractor to complete) <u>15</u> %			
	<i>Examples of materials and outside services/labor</i>			
	Stainless steel banding			
	Column pipe			
	Bowl assemblies			
	Shaft and tubing			
	Bearing Check Valves			
	Electric Cable			

Pricing Section

"Return this Section with your Response."

Specify percentage off list price for pumps, parts, etc. for each manufacturer listed below.

Use the added lines below to include information on product lines / manufacturers and applicable discounts for other suppliers.

Group B – Vertical Pumps	
<i>Please note the City will not be able to purchase and pay for pumps, parts, etc. for each manufacture list below if a percentage is not given.</i>	
Manufacturers	Discount off List Price
General Electric	<u>15%</u>
US Motor	<u>15%</u>
Verti-Line	<u>15%</u>
Weir-Floway	<u>15%</u>
Additional Manufacturers	Discount off List Price
Grundfos	<u>15%</u>
Peerless	<u>15%</u>
National	<u>15%</u>
Berkley	<u>15%</u>
Simflo	<u>15%</u>
Please list any work items / processes that are typically subcontracted to a third party	Subcontractor

* Applicable Tax 9.2 %

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

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

Ordering and Invoice Instructions

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;

Pricing Section

"Return this Section with your Response."

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:

Teresa Munoz
Carey Alf
Melissa Quinonez

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

Vendor's Offer

"Return this Section with your Response."

Offeror must complete, sign and submit 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. A scanned copy of this page is acceptable.

Company Name:	Pump Pros International Corporation		
Company Purchase Order Mailing Address:			
Street Address:	7710 N. 68 th Ave		
City, State, Zip:	Glendale, Arizona 85303		
Contact Person:	Josh Trozzo	Phone Number:	602-269-5775
E-mail Address:	Josh@pumpprosllc.com	Cell Number:	602-677-8445
<u>Remit to Information</u>			
Company Name (as it appears on invoice):	Pump Pros llc		
Company Payment Remit to Address:			
Street Address:	7710 N. 68 th Ave		
City, State, Zip:	Glendale, Arizona 85303		
<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	☒	No ☐
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	☒	No ☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

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



Signature of Authorized Offeror
Josh Trozzo

Print or Type Name of Authorized Individual

09/26/2025

Date
Sales Admin

Title of Authorized Individual

Anti-Discrimination Policy

"Return this Section with your Response."



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 anti-discrimination 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 anti-discrimination 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 anti-discrimination 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;

X 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

"Return this Section with your Response."



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 anti-discrimination 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

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

Signature Josh Trozzo

Josh Trozzo

Print Name

Pump Pros LLC

Company

Date: 09/25/2025

Sales Admin

Title

Affidavit of Compliance with House Bill 2488

"Return this Section with your Response."



AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488 SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

I hereby certify Josh Trozzo (contractor/vendor) to be in compliance with Arizona House Bill 2488

Signature Josh Trozzo

09/26/2025
Date

Josh Trozzo
Print Name

Sales Admin
Title

Pump Pros LLC
Company

Supplier Sustainability Questionnaire

"Return this Section with your Response."

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes. To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	Pump Pros Environmental Commitment Statement At Pump Pros, we are committed to operating in an environmentally responsible manner. We strive to minimize our ecological footprint through energy-efficient technologies, waste reduction practices, and sustainable business operations. Our goal is to support a cleaner future by continuously improving our environmental performance and engaging with our community, customers, and suppliers to promote sustainability. Guiding Principles Could Include: - Compliance with all environmental regulations. - Continuous improvement in energy and resource efficiency. - Promotion of recycling and waste minimization. - Preference for environmentally friendly materials and suppliers. - Employee education and engagement in sustainability practices.
2.	What is your company doing to be more energy efficient?	Pump Pros is increasingly adopting energy-efficient technologies such as: - Variable Frequency Drives (VFDs) to optimize pump speed and reduce energy consumption. - High-efficiency motors and impellers designed using computational fluid dynamics. - System-level optimization, including right-sizing pumps and improving piping layouts. These strategies can reduce energy use by up to 50% in some facilities.
3.	What is your company doing to reduce greenhouse gas emissions?	Upgrade to energy-efficient equipment: Use high-efficiency motors and pumps with VFDs to reduce electricity consumption. Fleet optimization: Reviewing the transition of company vehicles to hybrid or electric models. Facility improvements: Install LED lighting, smart thermostats.
4.	What is your company doing to reduce waste transferred to landfills?	Source reduction through durable product design. Recycling and reuse of pump components. Digitalization to reduce paper waste.

Supplier Sustainability Questionnaire

"Return this Section with your Response."

		Extended Producer Responsibility (EPR) to encourage sustainable product lifecycle management.
5.	What is your company doing to reduce water waste?	Retrofitting pumps with VFDs, reducing water waste by up to 50%. Upgrading filtration systems to reduce backwash water. Smart metering technologies to detect leaks and optimize water use.
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (such as cleaning products, etc.)?	Non-toxic lubricants and sealants. Recyclable materials like stainless steel and HDPE. Smart technologies for predictive maintenance and reduced chemical use.
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	Eco-friendly sourcing. Circular economy principles, including remanufacturing and recycling. Collaboration across the supply chain to promote sustainability.
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	Pump Systems Assessment Professional (PSAP).

Product Sustainable Attributes

1.	Has your company performed an environmental life cycle analysis on the product being offered to the City? If yes, please provide documentation.	Pump Pros utilize life cycle cost (LCC) analysis as outlined by the Hydraulic Institute and Euro pump to evaluate environmental and economic impacts over the product's lifespan. This includes energy use, maintenance, and disposal costs.
2.	Can the offered product(s) offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate.	Most pump components are made of recyclable metals and can be refurbished or recycled.
3.	Does the offered product(s) include any recycled materials? If yes, please explain.	Many pumps are manufactured using recycled metals such as iron and steel scrap.
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	Supporting industry leaders who are adopting reusable packaging and minimizing excess materials. Pump Pros uses durable, reusable packaging to reduce waste.
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	Recyclable and reusable packaging materials such as Polyam foam and corrugated cardboard.

Supplier Sustainability Questionnaire

"Return this Section with your Response."

Item	Question	Response
Product Sustainable Attributes		
6.	Has the offered product(s) been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	While Pump Pros try's to contribute to LEED points and meet EPA EPP specifications. Green Seal and Energy Star.
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	Pump Pros supports sustainable pump design by selecting recyclable materials, designing for disassembly, and promoting remanufacturing. These practices reduce environmental impact and support long-term sustainability.

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

Sustainable Packaging:

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

Cleaning Products:

<https://www.epa.gov/saferchoice>

Tool to Measure and Track your Waste and Recycling:

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

Water Conservation:

<http://water.epa.gov/polwaste/nps/chap3.cfm>

Attachment A

"Return this Section with your Response."

Elements of the Heat Safety Plan

Responding firms must submit a Heat Safety Plan with their proposals that addresses every element noted below:

1. Portable, cool drinking water shall be provided free of charge at locations that are accessible to all employees and contract workers. The water shall be located in a place reasonably accessible during rest and meal periods and no further than 0.25 miles from the worksite for employees accessing the water source by foot.
2. Employees and workers shall have the ability to take regular breaks as needed and additional breaks for hydration. Employers shall ensure that no more than two hours of work are performed before at least ten minutes of rest when the national weather service issues a "heat advisory," an "excessive heat warning," or an "excessive heat watch." Employers may apply the same work-to-break period when temperatures exceed 100 degrees Fahrenheit or throughout the Arizona department of health services defined "heat season"- May 1st through September 30th. Employers may provide additional break periods for workers in areas where outdoor temperatures are intensified by surfaces such as pavement or asphalt.
3. Employees and workers shall be provided access to shaded areas and/or air conditioning for the duration of all breaks when the temperature exceeds ninety degrees Fahrenheit. Shade does not qualify if:
 - The shaded area contains any source yielding additional heat;
 - The shaded area is further than 0.25 miles from the worksite;
 - The shaded area is "too small for employees to sit fully shaded in normal posture, without touching one another.
4. Employees operating vehicles or other motorized equipment within enclosed cabs shall have access to functional air conditioning capable of cooling the workspace of the cab to a reasonable level of comfort consistent with the standards set forth in this article.
5. Effective acclimatization practices to promote the physiological adaptation of employees or contract workers newly assigned or reassigned to work in an outside environment. An employee who has been newly assigned to a high-heat area shall be closely observed by a supervisor or designee for the first 10 days of the employee's employment. Employers may follow the Arizona Division of Occupational Safety and Health (ADOSH) acclimatization recommendations, which prescribe starting with 20% of a normal workload and progressively increasing it by 20% each subsequent day.
6. Close monitoring and observation of employees working in heat, potentially including a 'buddy system' where employees are partnered together.
7. Communication and emergency response protocols: Specifically, a means of communication between supervisors and employees in the event of a heat-related emergency.
8. Training of employees and contract workers, no later than one week prior to being deployed to work in an outdoor environment, on heat illness and injury that focuses on environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury and how to report heat illness and injury to emergency medical personnel. Employees shall receive at least one additional training session annually thereafter.
9. The posting of signage at the job site that contains information, in both English and Spanish, explaining how to (a) recognize and report signs and symptoms of heat illness and injury; (b) administer appropriate first aid measures, and (c) report heat-related illness and injury to emergency medical personnel. The signage must also include a phone number for reporting heat violations to OSHA/ADOSH. The signage must also include a phone number for reporting heat violations to Occupational Safety and Health Administration (OSHA), Arizona Division of Occupational Safety and Health (ADOSH). The signage must indicate that reports may be made anonymously.

Attachment A

"Return this Section with your Response."

10. Providing written notification to all employees and contract workers regarding their new worker protections under this provision. This notification shall be provided to existing employees and during the onboarding process for new employees. The notification shall be provided to each worker in the language preferred by that worker and must be posted in the workplace. Contractors will incorporate this section in all subcontracts with subcontractors or other entities or individuals who may perform work under this contract, including the requirement that those subcontractors impose the same obligations under any subcontractors. It is the obligation of the contractor to ensure compliance with this provision by its subcontractors. City may terminate this contract for failure to comply with this provision.

Notes:

- *Any subcontractor may adopt an approved Heat Safety Plan of the general contractor as its own.*
- *Please use the link below to view the entire Heat Safety Standards for Outdoor Workers - Ordinance No. 02025.19*
 - [Link to Heat Safety Ordinance No. 02025.19](#)



Pump Pros Heat Safety SOP

Pump Pros International - Heat Safety Standard Operating Procedure (SOP)

1. Purpose

The purpose of this SOP is to establish comprehensive guidelines for preventing heat-related illnesses and injuries among employees of Pump Pros International. This document is based on OSHA's Advance Notice of Proposed Rulemaking (ANPRM) document OSHA-2021-0009-4761 and outlines measures to protect workers from hazardous heat exposure in both indoor and outdoor environments.

2. Scope

This SOP applies to all employees of Pump Pros International who work in environments where they may be exposed to elevated temperatures, including but not limited to outdoor job sites, confined spaces, and non-climate-controlled indoor facilities.

3. Responsibilities

Supervisors are responsible for implementing heat safety protocols, monitoring environmental conditions, and ensuring employee compliance. Employees are responsible for following safety procedures, reporting symptoms of heat stress, and participating in training programs.

4. OSHA-Based Heat Safety Guidelines

According to OSHA's ANPRM (OSHA-2021-0009-4761), heat stress is a significant occupational hazard. The guidelines emphasize the importance of:

- Recognizing heat stress and heat strain symptoms
- Addressing underreporting of heat-related illnesses and injuries
- Implementing acclimatization protocols for new and returning workers
- Using engineering and administrative controls to reduce heat exposure
- Providing adequate hydration, rest breaks, and shaded areas
- Training workers to identify and respond to heat-related emergencies

5. Preventive Measures

Pump Pros International will implement the following preventive measures:

- Schedule work during cooler parts of the day when possible
- Rotate job tasks to minimize prolonged heat exposure
- Provide cooling PPE such as cooling vests and fans

In Case of Emergency:

If you are reading this document during an emergency, please follow your organization's emergency procedures immediately.

Contact the appropriate personnel listed below:

- **Emergency Services: 911**
- **Pump Pros Office: (602) 269-5775**



Pump Pros Heat Safety SOP

- Monitor weather forecasts and heat index levels
- Ensure access to potable water and shaded rest areas

6. Emergency Procedures

In the event of a heat-related emergency:

- Move the affected worker to a cooler area immediately
- Call emergency medical services if symptoms are severe
- Administer first aid including hydration and cooling techniques
- Document the incident and notify safety personnel

7. Documentation Requirements

All heat-related incidents must be documented, including symptoms, actions taken, and outcomes. Training records, acclimatization logs, and environmental monitoring data must be maintained and reviewed regularly to ensure compliance and continuous improvement.

8. Temperature Threshold Guidelines

Pump Pros International will follow OSHA's proposed heat safety thresholds to determine when specific protective measures must be implemented:

Initial Heat Trigger

- Heat Index $\geq 80^{\circ}\text{F}$ OR Wet Bulb Globe Temperature (WBGT) equal to the NIOSH Recommended Alert Limit (RAL) for unacclimatized workers.

Required Actions:

- Provide cool, potable drinking water (1 quart per employee per hour).
- Ensure shaded or air-conditioned break areas are available.
- Implement acclimatization protocols for new or returning workers.
- Monitor environmental conditions regularly.
- Encourage rest breaks as needed.

High Heat Trigger

- Heat Index $\geq 90^{\circ}\text{F}$ OR WBGT equal to the NIOSH Recommended Exposure Limit (REL) for acclimatized workers.

Additional Required Actions:

- Mandatory 15-minute paid rest breaks every 2 hours.
- Implement a buddy system or supervisor observation for signs of heat illness.
- Provide hazard alerts to employees at the start of the shift.
- Post warning signs in indoor areas where temperatures exceed 120°F .
- Ensure effective two-way communication with employees, especially those working alone.

In Case of Emergency:

If you are reading this document during an emergency, please follow your organization's emergency procedures immediately.

Contact the appropriate personnel listed below:

- **Emergency Services: 911**
- **Pump Pros Office: (602) 269-5775**

Addendum to Solicitation

City of Tempe
Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Issue Date: | 09-26-2025

This addendum will modify and/or clarify:

Solicitation No.: | 26-026

and is

Addendum No.: | 1

Procurement Description: | Vertical Water Pumps Purchase,
Maintenance, Repair

The RFP/Bid Close Date remains October 9th, 2025 at 3:00 P.M. Local Arizona Time.

The following supplier questions have been submitted and the City responses shown in blue:

- 1) Can we send our bid quoting just the new equipment for purchase and delivery?

The City will review all proposals, however, an award for new equipment only is unlikely.

There are no other changes at this time.

Please ensure that you sign and submit this addendum by due date shown above

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.

Pump Pros International

Name of Company

josh@pumpprosllc.com

Email Address

Glendale, AZ 85303

City State Zip

Josh Trozzo

By – Name and Title (Please Print)

602-677-8445

Telephone

Josh Trozzo
Authorized Signature

Addendum to Solicitation

City of Tempe
Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Issue Date: | 10-09-2025

This addendum will modify and/or clarify:

Solicitation No.: | 26-026

and is

Addendum No.: | 2

Procurement Description: | Vertical Water Pumps Purchase,
Maintenance, Repair

The bid close date of October 9th, 2025 will now be October 20, 2025 3:00 PM Local Arizona Time.

There are no other changes at this time.

Please ensure that you sign and submit this addendum by due date shown above

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.

Pump Pros International

Name of Company

josh@pumpprosllc.com

Email Address

Glendale AZ, 85303

City

State Zip

Josh Trozzo

By – Name and Title (Please Print)

602-677-8445

Telephone

Authorized Signature

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PUMP PROS INTERNATIONAL CORPORATION**

**EXHIBIT B
Scope of Work**

Contractor will provide quotes for preventative maintenance, inspections, repairs, and testing of vertical water pumps as well as the purchase of equipment and parts on an as-needed basis for the City of Glendale's Water Services Department.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PUMP PROS INTERNATIONAL CORPORATION**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is provided in the City of Tempe Contract No. WUD26-026-02.

NOT TO EXCEED AMOUNT

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

DETAILED PROJECT COMPENSATION

Contractor will be compensated on an as-needed basis per the attached pricing sheet.