

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PIPELINE VIDEO INSPECTION L.L.C.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 15, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Pipeline Video Inspection L.L.C., an Arizona limited liability company (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona (“Mesa”) entered into Contract No. 2015272, dated September 1, 2015, as amended by Amendment Number 1 on August 17, 2016 (collectively, the “Mesa Contract”), for the Contractor to provide vactor services. A copy of the Mesa Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Mesa Contract, at its discretion and with the agreement of the awarded Contractor, and the Mesa Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mesa Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with vactor services, as more particularly set forth in Section 2 below on an “as-required” basis (the “Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 31, 2017 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Mesa Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Mesa Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year

term in writing (including any price adjustments approved as part of the Mesa Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Mesa Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Mesa Contract will be subject to rejection.

3. Compensation. The Town shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$50,000.00 for the Services at the unit rates set forth in the Mesa Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$200,000.00.

4. Payments. The Town shall pay the Contractor monthly for Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mesa Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the

Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim



With copy to: GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

If to Contractor: Pipeline Video Service L.L.C.  
1616 South 31st Avenue  
Phoenix, Arizona 85009  
Attn: Steven Hudson

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]



**“Contractor”**

PIPELINE VIDEO INSPECTION L.L.C.,  
an Arizona limited liability company

By: \_\_\_\_\_

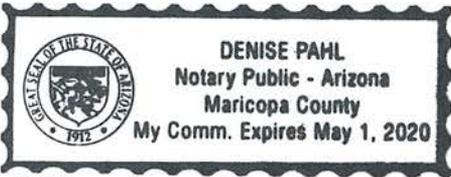
Name: Steven Hudson

Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On August 29<sup>th</sup>, 2016, before me personally appeared Steven Hudson, the Vice President of Pipeline Video Inspection L.L.C., an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.



(Affix notary seal here)

Denise Pahl  
Notary Public

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PIPELINE VIDEO INSPECTION L.L.C.

[Mesa Contract]

See following pages.



**CONTRACT AMENDMENT**

**Contract Title:** Vactor Services

**Contract Number:** 2015272

**MA/PO Number:** 16\*83Y2

**Amendment Number:** 1

**Description of Change:** The following section has been added to the contract under: Detailed Specifications, Paragraph 9, Delivery Requirements:

The City reserves the right to make and/or approve schedule changes to allow Contractor to complete work that was missed as a result of, including but not limited to: inclement weather and holidays, etc. Any and all rescheduled work will be billed and paid at the normal rates. Contractor shall not charge, and the City will not pay overtime for rescheduled work.

**Change Amount:**     Increase     Decrease     No Change

**Effective Date of Change:** August 17, 2016

**Acceptance:** On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

**Pipeline Video Inspection, LLC:**



Signature

Steven Hudson

Printed Name

8/17/2016

Date

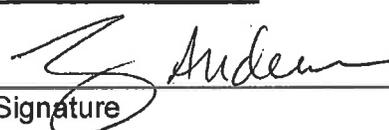
**City of Mesa:**

  
Digitally signed by Edward Quedens  
DN: cn=Edward Quedens, o=City of Mesa, ou=Business Services  
Department,  
email=ed.quedens@mesaaz.gov,  
c=US  
Date: 2016.08.18 11:18:49 -07'00'

City Manager Designee

Date

**Recommended by:**

  
Signature

Brandy Andersen, Procurement Officer



**MASTER AGREEMENT**

Purchasing (480) 644-2301  
Engineering (480) 644-2251  
Accounts Payable (480) 644-2355

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

**Master Agreement Number**  
**MA - F350 - 16000083 - 1**

Final

**Document Date**  
09/03/2015

**Effective Date**  
09/01/2015

**Expiration Date**  
08/31/2016

**Agreement Description**

IFB #2015272 - Vactor Services for Transportation/Field Ops

**Contracting Agency**

Mesa

**For Information regarding this agreement contact**

William McLeod IV  
Bill.McLeod@mesaaz.gov  
480-644-4872

**MA Not to Exceed (All Vendors)**

\$226,800.00

**Authorization**

*This document is generated from the City's Financial System. Documents with the status of FINAL (see box upper right corner) are fully authorized and no signatures will appear on the document. If required, confirmation may be obtained by calling Purchasing or Engineering at the numbers listed at the top of this form.*

**Renewal Periods**

<u>Renewal Length</u>	<u>Renewal Term</u>	<u>Effective Date</u>	<u>Expiration Date</u>
1	Years	09/01/2016	08/31/2017
1	Years	09/01/2017	08/31/2018
1	Years	09/01/2018	08/31/2019
1	Years	09/01/2019	08/31/2020

Renewal options are not guaranteed and may be subject to City Council or administrative approval.

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Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered.

Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreements are subject to the Standard Terms and Conditions posted on the City of Mesa Purchasing website [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing).



**MASTER AGREEMENT**

Purchasing (480) 644-2301  
 Engineering (480) 644-2251  
 Accounts Payable (480) 644-2355

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

**Master Agreement Number**  
**MA - F350 - 16000083 - 1**

Final

**Pipeline Video Inspection**

**Vendor Code:** CNV594598

1616 S 31ST Ave

**Vendor Not to Exceed**

Phoenix, AZ 85009

Line	Qty	Unit	Description	Unit Price	Tax	Total
1	0.00000	HOUR	SECONDARY GRP I: FLEET - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	\$130.00	\$0.00	\$0.00
2	0.00000	HOUR	SECONDARY GRP I: TRANSPORTATION - Perform cleaning service through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	\$130.00	\$0.00	\$0.00
3	0.00000	HOUR	SECONDARY GRP I: Extra crew member must be approved by the City	\$23.00	\$0.00	\$0.00
4	0.00000	HOUR	SECONDARY GRP I: Minimum 3,000 gallon water truck with operator.  This is a 3-year term contract, with two 1-year renewals subject to Council consideration.  Contract not to exceed: \$226,800.00 annually, based on estimated requirements. \$184,400.00 for Transportation and \$42,000.00 for Fleet Services.  Awarded Vendors: Primary Award for Groups I & II: Reddi Services; Secondary Award for Group I: Pipeline Video; and Secondary Award for Group II: MP Environmental. Per Solicitation #2015272.	\$50.00	\$0.00	\$0.00

Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered.

Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreements are subject to the Standard Terms and Conditions posted on the City of Mesa Purchasing website [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing).



1616 S. 31<sup>st</sup> Ave., Phoenix, AZ 85009  
Office: 602-237-0292 | F: 602-237-0294 | W: [www.aims-pvic.com](http://www.aims-pvic.com)

**ORIGINAL**

**City of Mesa**

**Attn: Purchasing**

**20 E. Main St., Suite 400**

**Mesa, AZ 85201**

**RFP# 2015272**

**Vactor Services**

**July 29, 2015**

**3:00 p.m.**



1616 S. 31<sup>st</sup> Ave., Phoenix, AZ 85009  
Office: 602-237-0292 | F: 602-237-0294 | W: [www.aims-pvic.com](http://www.aims-pvic.com)

## **Table of Contents**

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**Certificate of Insurance**



1616 S. 31<sup>st</sup> Ave., Phoenix, AZ 85009

Office: 602-237-0292 | F: 602-237-0294 | W: [www.aims-pvic.com](http://www.aims-pvic.com)

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July 29, 2015

City of Mesa  
Attn: Purchasing  
RFP# 2015272

Attention: **Procurement Department**

To Whom It May Concern:

This letter is written in attempt to provide the personnel reviewing this proposal a clear understanding for the process and approach our team is committed to complete all requested assignments in a safe and efficient manner.

First and foremost, on behalf of American Industrial & Municipal Services/PVIC we would like to thank the City of Mesa for giving us the opportunity to provide you with our valued services. We are extremely grateful for having this opportunity and feel confident in our ability to continue our partnership with The City of Mesa to complete the required services for the duration of this contract.

We have been very fortunate to work alongside many municipalities for over a decade and have continued to compete by exceeding expectations and standing by our performance. We have accomplished this through passion, dedication and most importantly, commitment to our services throughout the company.

We appreciate your most sincere consideration and appreciate the opportunity to add value to The City of Mesa.

Any additional documentation is available at your request and we look forward to growing with The City of Mesa.

Sincerely,

Steven Hudson  
Vice President  
AIMS/PVIC, WBENC  
602-316-9348  
[steven@azindustrialcleaning.com](mailto:steven@azindustrialcleaning.com)  
[www.AIMS-PVIC.com](http://www.AIMS-PVIC.com)

## VENDOR QUESTIONNAIRE

<b>GENERAL</b>	
Years in Business providing similar services: <span style="float: right;">10</span>	
Contractor's License No(s): ROC243193 (Submit a copy with the proposal)	Type: L05 (Powerwashing)
Number of employees at location serving this contract: <span style="float: right;">30</span>	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract. All references must be verifiable.	
Firm/Government Agency Name: <span style="float: right;">FES (Frontline Energy Services)</span>	
Contact Person: Geoff Morgan	Phone: 928-788-9282
Address: FES 1855 Gateway B1, Suite 225 Concord, CA 94520	Fax:
	E-Mail Address: geoff@frontline-energy.com
\$ Value of Work, Supplies/Services and Dates Provided:  2012-2013 - 2013 \$2M	
Firm/Government Agency Name: <span style="float: right;">NW Natural - Gas Company</span>	
Contact Person: Ryan Van Gordon	Phone: 503-781-4294
Address: NE Natural P.O. Box 6017 Portland, OR 97228-6017	Fax:
	E-Mail Address: rsv@nwnatural.com
\$ Value of Work, Supplies/Services and Dates Provided:  2014-2015 Approximately \$1M	
Firm/Government Agency Name: <span style="float: right;">Portland City Sewer Cleaning and Televising</span>	
Contact Person: Vanessa Johnson	Phone: 808-895-4658
Address: Brown and Caldwell 201 E. Washington St. Phoenix, AZ 85004	Fax:
	E-Mail Address: vjohnson@brwncald.com
\$ Value of Work, Supplies/Services and Dates Provided:  2014 Less than \$500,000	
Vehicle/ Equipment Inventory which is available for this contract: Vactor truck 2100 Series- 10+	

Vendor Name Pipeline Video Inspection, LLC Date: 07/29/2015

## VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:	
Steven Hudson - Vice-President	Todd Smith - On-Site Project Manager
Loren Jepson - Vice-President, Finance	Denise Pahl- Controller
<small>All field staff will be made up of AIMS/PVIC employees currently working on sewer inspection and cleaning related projects.          All staff will have extensive experience and familiarity with provided SOW and expectations that have been developed over the course of many years on parallel projects.</small>	
Subcontractors:     N/A	
List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	

Vendor Name Pipeline Video Inspection, LLC

Date: 07/29/2015

Office of the

License No. ROC243193

Registrar of Contractors

*This is to Certify That*

ARIZONA INDUSTRIAL AND MUNICIPAL SERVICES L L C

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,  
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

L-05

POWER WASHING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 8TH day of MARCH, 2008.



*Robert V. Davis*

DIRECTOR

**PRICING AND COMPENSATION**

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Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vactor Services to the City of Mesa at the price(s) stated in Exhibit A.

Offerors shall complete Excel spreadsheet entitled "**EXHIBIT A – PRICING**" (2015272) and provide all requested information.

Exhibit A is posted as a separate document

Vendor Name Pipeline Video Inspection, LLC

Date: 07/29/2015

**IFB #2015272 - Exhibit A, Addendum 1**

**REVISED PRICING AND COMPENSATION**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vactor Services to the City of Mesa at the price(s) stated below.

<b>GROUP I</b>						
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Price	
1	<b>Fleet</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour	\$130.00	250	\$ 32,500.00	-
2	<b>Transportation</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour	\$130.00	1,200	\$ 156,000.00	-
3	Extra crew member - must be approved by the City	Hour	\$23.00	500	\$ 11,500.00	-
4	Minimum 3,000 gallon water truck with operator	Hour	\$50.00	20	\$ 1,000.00	-
<b>Group I Total</b>					<b>\$ 201,000.00</b>	<b>-</b>

IFB #2015272 - Exhibit A, Addendum 1

GROUP II						
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Price	
5	Scheduled Service for <b>Fleet</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon	\$3.50	36,000	\$ 126,000.00	-
6	Scheduled Service for <b>Transportation</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon	\$3.50	40,000	\$ 140,000.00	-
7	Special projects authorized by the City: Remove non-hazardous liquid, high solids, oily water or sludge from trenches/trench drains and haul to legal dump site. This includes all equipment, personnel, travel time and any dump fees. Hourly rate bid will be paid; no extra payment will be made for travel time	Hour	\$130.00	50	\$ 6,500.00	-

IFB #2015272 - Exhibit A, Addendum 1

<p>8 Cost for disposal of materials for special projects - to be used with line #7. Number of gallons will depend upon the project.</p>	<p>Gallon</p>	<p>.75</p>	<p>1</p>	<p>\$ .75/gallon</p>
<p>Group II Total</p>				<p>\$ 272,500.00</p>

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25)

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Delivery, as stated in Detailed Specifications, can be met:  Yes  No  
 If no, specify number of days for delivery: N/A

Payment terms (not less than net 30 days): Net 30

Prompt Payment Discount of 2% % if invoices are paid within 15 days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?  
 Yes  No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card?  Yes  No

IFB #2015272 - Exhibit A, Addendum 1

Discount for Procurement Card Purchases?   N/A  %

Bidder complies with S.9 "Compliance With Applicable Law"?   X   Yes        No

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda #1

VM

Addenda #2

VM

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Pipeline Video Inspection, LLC</b>	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <b>C.....</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>1616 S. 31st Avenue</b>	Requester's name and address (optional)
City, state, and ZIP code <b>PHOENIX, ARIZONA 85009</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : :
OR
Employer identification number
<b>13</b> : : <b>4313474</b>

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶ *Devin Kohl*

Date ▶ 07/27/15

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

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Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions  
 Exceptions taken (describe--attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

- No confidential/proprietary materials have been included with this bid  
 Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Exhibit A- Pricing

**Additional Materials submitted (mark one):**

- No additional materials have been included with this bid  
 Additional Materials attached (describe--attach additional pages if needed)  
Certificate of Insurance

Vendor Name Pipeline Video Inspection, LLC

Date: 07/29/2015



**VENDOR INFORMATION**

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**SKIP THIS AFFIDAVIT IF:**

Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

**COMPLETE AFFIDAVIT IF:**

Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

**AFFIDAVIT**

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license:   \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters:                   \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- 5. **United States passport.**  
Print first 4 numbers/letters on Passport:   \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport   \_\_\_ \_\_\_ \_\_\_ \_\_\_  
Print first 4 numbers/letters on Visa       \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94:               \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD:       \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_; Refugee Country: \_\_\_\_\_
- 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.:       \_\_\_ \_\_\_ \_\_\_ \_\_\_
- 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_; Place of Issuance: \_\_\_\_\_
- 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_; Name of Tribe: \_\_\_\_\_
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_; Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Verification of Attachment by City Staff Member:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Date

**OFFER AND ACCEPTANCE**

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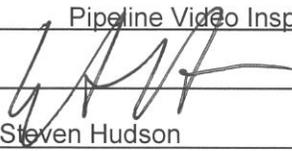
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**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

Company Name:  Pipeline Video Inspection LLC

Signature:  

Printed Name:  Steven Hudson

Title:  Vice-President

Date:  07/29/2015

**ACCEPTANCE OF OFFER:**

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2015272.

Term (if different than stated in the Milestones) \_\_\_\_\_ through \_\_\_\_\_

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Edward Quedens, CPPO, C.P.M.  
As Business Services Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  <b>LeBaron &amp; Carroll, LLC</b> 1350 E. Southern Avenue Mesa AZ 85204	CONTACT NAME: <b>Janice Volpe, CIC, CISR</b>	
	PHONE (A/C, No, Ext): <b>(480) 834-9315</b> FAX (A/C, No): <b>(480) 844-9866</b>	
	E-MAIL ADDRESS: <b>jvolpe@landc.com</b>	
INSURED  <b>Pipeline Video Inspection, LLC</b> 1616 S. 31st Avenue Phoenix AZ 85009	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>National Fire Insurance Company</b>	<b>20478</b>
	INSURER B: <b>Transportation Insurance Co.</b>	<b>20494</b>
	INSURER C: <b>Continental Casualty</b>	<b>20443</b>
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 2015/2016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4027165446	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY			5091029584	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							Ca Auto Fraud Assessment \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5094768711	6/15/2015	1/1/2016	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5094768711	1/1/2015	6/15/2015	Each Occurrence/Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4034969871	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			5091029598	1/1/2015	1/1/2016	Limit \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: IFB #2015272, Vactor Services - City of Mesa, its agents, representatives, directors, elected officials, officers, employees, and volunteers are included as Additional Insured with respect to general liability per attached form. This coverage shall be primary and non-contributory per attached form. Waiver of subrogation will apply with respect to general liability, auto liability, and workers compensation liability per attached form. 30 day written notice of cancellation will be provided by the insurance company per attached form.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Mesa</b> <b>Attn: Purchasing</b> <b>20 E. Main Street</b> <b>Suite 400</b> <b>Mesa, AZ 85201</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	AUTHORIZED REPRESENTATIVE  Rich Murset/JANICE

ACORD 25 (2010/05)

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INS025 (201005)01

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## Additional Named Insureds

### Other Named Insureds

15046 N. 54th Way, LLC	Additional Named Insured
1616 S. 31st Avenue, LLC	Additional Named Insured
407 E. Main Street, LLC	Additional Named Insured
AIMS Auto & Equipment, LLC	Additional Named Insured
AIMS Coatings, LLC	Additional Named Insured
AIMS/PVIC CA, LLC	Additional Named Insured
American Industrial & Municipal Services, LLC	Additional Named Insured
Arizona Industrial & Municipal Services, LLC	Additional Named Insured
Clean Acquisitions, LLC	Additional Named Insured
CleanServe, LLC; CleanServe, Inc.	Additional Named Insured
CMM Equipment Leasing, LLC	Additional Named Insured
CMM Holdings CA R, LLC	Additional Named Insured
CMM Holdings CA, LLC	Additional Named Insured
CMM Holdings R, LLC	Additional Named Insured
CMM Holdings, LLC	Additional Named Insured
CMM Vehicles, LLC	Additional Named Insured
CMM-TX Equipment, LLC	Additional Named Insured
CMM-TX Vehicles, LLC	Additional Named Insured
CSI Consolidated, LLC	Additional Named Insured
MACK Family Revocable Trust	Trust
MACK HoldCo, LLC - MACK Operations, LLC	Additional Named Insured
MCM Leasing CA, LLC	Additional Named Insured
MCM Leasing, LLC - MCM-TX, LLC	Additional Named Insured
Pipeline Video Auto & Equipment, LLC	Additional Named Insured
PVIC HoldCo, LLC - PVIC-TX Operations, LLC	Additional Named Insured

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## INVITATION FOR BIDS # 2015272 Vactor Services

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July 8, 2015

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, July 28, 2015** to provide **Vactor Services**.

**Brief Description: This Invitation for Bids is to establish a term contract for Vactor Services for high pressure hydro-jetting, vacuuming (Vactor Truck) and pumping of storm drains, etc. on an as needed basis.**

**Vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of bid opportunities and issuance of payment in the Vendor Self Service (VSS) system. For more information and to register go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.**

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at <http://mesaaz.gov/business/purchasing>.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at <http://mesaaz.gov/business/purchasing>.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

**Technical Questions:**

**Brandy Andersen**  
Procurement Officer  
Purchasing  
Fax: (480) 644-2655  
[brandy.andersen@mesaaz.gov](mailto:brandy.andersen@mesaaz.gov)

**General or Process Questions:**

**Angela Spadaro**  
Procurement Specialist  
Purchasing  
Fax: (480) 644-2655  
[angela.spadaro@mesaaz.gov](mailto:angela.spadaro@mesaaz.gov)



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## INSTRUCTIONS

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This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

- i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

- i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation 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. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

- i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

- i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected

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## INSTRUCTIONS

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after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.
- To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.

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## INSTRUCTIONS

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i.22 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

**ADDRESS PROTESTS TO:**

Matt Bauer  
Procurement Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655

**ADDRESS APPEALS TO:**

Edward Quedens  
Chief Procurement Officer, Business Services Director  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687

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## INSTRUCTIONS – EVALUATION

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- i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.25 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
  - b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
  - c) Price. We will then evaluate the bids that have met the requirements above.
  - d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable (item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).

This consideration does not apply to:

- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
- Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

- i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.28 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

## INSTRUCTIONS – EVALUATION

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**It is the bidder's responsibility to check the City of Mesa's Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices.** This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

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## STANDARD TERMS AND CONDITIONS

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- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel,

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## STANDARD TERMS AND CONDITIONS

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and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

## STANDARD TERMS AND CONDITIONS

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- S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- S.13 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.16 **DEFAULT.**
- a. A party will be in default if that party:
    - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - (ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
    - (iii) Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - (iv) Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** 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 receipt of the 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 notice of the default does not waive any rights under the Agreement.

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## STANDARD TERMS AND CONDITIONS

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- d. **Anticipatory Repudiation.** 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 five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

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## STANDARD TERMS AND CONDITIONS

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S.24 **INDEMNIFICATION/LIABILITY.**

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

S.28 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

S.29 **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

S.30 **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or

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## STANDARD TERMS AND CONDITIONS

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- employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
- S.31 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or

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## STANDARD TERMS AND CONDITIONS

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procurement rules and regulations of the respective government agency.

The City currently holds Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.41 **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this

## STANDARD TERMS AND CONDITIONS

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Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

- S.46 **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

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## DETAILED SPECIFICATIONS

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1. **PROJECT MISSION.** The City of Mesa is dedicated to providing superior services to its customers in order to improve the quality of life for Mesa residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.
2. **PROJECT GOAL.** To establish a three (3) year term contract for vector services.
3. **SCOPE OF WORK.** Contractor(s) shall provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, and drywell cleaning and inspections for the City of Mesa (City) Transportation Department and Fleet Services. Services will be on an as needed basis.

Work shall be performed at a variety of locations within City limits. Locations shall also include but are not limited to: privately owned property, commercial property and property owned by other government agencies, all for which permission to enter has been obtained.

Quantities represent the City's best estimate of current requirements. There are no guarantees implied or warranted. Quantities shall not bind the City to accept nor require the City to pay for services exceeding actual needs nor for any items for which funds are not available.

4. **MULTIPLE AWARDS.** It's the City's intent to award to a primary and secondary Contractor for each group. The primary Contractors shall provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspections per the City's requirements until such time as an authorized City Representative determines that it is in the best interest of the City to demand performance from the secondary Contractor. This decision will be based upon the ability of the primary source to provide acceptable vector services within the City's time requirements and the decision to utilize the secondary Contractor shall be final and conclusive. The City reserves the right to change this award method based on the bids received if deemed in the best interest of the City.  
No Contractor shall be guaranteed any minimum or maximum amount of work.

5. **VECTOR SERVICES REQUIREMENTS PER GROUP**

**Group I – Work Requirements**

A City Representative will contact the Contractor when vector services are required. Services include but are not limited to: vector truck/high velocity jet rodding services or suctions/pumping truck for storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, wet well, drywell cleaning and inspection. Contractor shall be able to provide services on an as needed, on call basis. The City will notify Contractor when such services are needed. Contractor shall respond back to City Representative within twenty four (24) hours of notification. City Representative will provide a map, detailed outline of work to be performed, and a notice to proceed.

Contractor shall begin requested services no later than two (2) business days after receiving the notice to proceed, unless otherwise mutually agreed upon by both parties. Work shall be completed within seven (7) days of the project start date.

Contractor shall replace felt and rock when cleaning dry wells, no extra compensation will be paid for this service and shall be included in the unit bid price.

The City will provide dump site locations for the Contractor to deposit silt and debris collected from the job sites. Contractor shall decant all excess fluid into the closest sanitary manhole prior to dumping solids into the City's assigned dump location. In the event the Contractor's Operator creates a mess while dumping solids, Contractor is responsible for cleaning their mess within twenty four (24) hours. Cleaning requirements will be determined by the City Representative.

The City will not pay for downtime if Contractor's vehicle and/or equipment is disabled or broken down while performing work for the City.

The City will not pay travel time to or from the jobsite except to fill water tank, decant to the closest sanitary manhole and empty debris box; price to fill water tank, decant to the closest

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## DETAILED SPECIFICATIONS

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sanitary manhole and empty debris box should be included in the hourly rate listed on the Pricing Sheet (Line Items, 1, 2, 3, 4, and 7).

### **Group II**

Contractor is required to provide suction/pumping services on a variety of pressure washer sumps, sumps, separators, and vaults in multiple locations. The City Representative shall provide the Contractor with a map and required frequency for cleaning services. The Contractor shall remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, trenches, clarifiers, closed drums and underground waste tanks and haul to disposal site. Contractor shall be responsible for disposing waste at a legal disposal site that meets all federal, state, and local laws.

6. **EQUIPMENT.** Contractor's vehicles and equipment shall be neat in appearance and easily identified with Contractor's name on side of vehicle. Contractor's vehicles and equipment shall be maintained in a safe and mechanically sound working condition.

All vehicles and equipment shall display the company's name and phone number. All vehicles must have lighting in accordance with the 2007 City of Phoenix Barricade Manual and the 2007 City of Mesa Supplement to the 2007 City of Phoenix Traffic Barricade Manual.

All trucks and other equipment must be in compliance with all applicable federal, state and local rules and regulations.

Trucks or equipment designated for use under this contract shall not be used for any other work while conducting services for the City. Contractor shall not solicit work from private citizens while performing work for the City.

Contractor shall not permit placing and/or use of equipment in such a manner as to block vehicular traffic lanes or create safety hazards. Contractor shall be responsible for all appropriate warning devices.

The City will not provide storage space for Contractor's vehicles, materials, supplies or equipment.

Vehicles and equipment shall have all necessary tools needed to perform the assigned work.

### **Group I – Equipment Requirements**

All trucks and other equipment shall be equipped with a back-up alarm and rotating flashers, strobe lights or light bar and arrow board.

High pressure hydro jetting/vacuuming truck and equipment (Vactor) shall be 2005 year or newer.

Contractor's equipment shall comply with the following minimum capabilities:

- Minimum 10 cu. Yard box capacity
- Minimum 1500 gal. on board tank capacity
- Minimum 80 GPM at 2000 psi jet rodder water pump capacity

Vactor truck shall be equipped with an Automatic Vehicle Location (AVL) System capable of identifying the routes completed by the truck as well as identifying when a Power Take-Off (PTO) is being operated during the process.

Contractor shall have all hand tools and pipe plugs needed to perform assigned work.

Contractor shall have a large variety of nozzles/heads needed to perform assigned work.

Contractor must have the capability of providing two (2) trucks simultaneously, with adequate crew, in the event the City requires such services.

### **Group II – Equipment Requirements**

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## DETAILED SPECIFICATIONS

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Contractor's truck must be high capacity vacuum trucks.

Contractor's trucks must have 3000+ gallon tanks.

Contractor shall have the capability to remove and transport hazardous material.

Contractor's truck must be capable of removing non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, trenches, clarifiers, closed drums and underground waste tanks.

7. **CONTRACTOR RESPONSIBILITIES.** Contractor shall provide all equipment, materials, supplies and personnel necessary to provide storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspection.

Contractor shall be responsible for the following:

- Vactor Services to be in compliance with all federal, state and local laws, regulations, statutes, codes, etc.
- Compliance with all City, state, and Maricopa County dust control requirements, including obtaining permits if required.
- Obtaining all necessary permits, fittings, and water meters that may be required by the City.
- Obtaining and purchasing any water necessary for vactor services. Water is available at fire hydrants throughout the City.

Contractor shall follow all City, County, State, Federal, and Occupational Safety and Health Administration (OSHA) rules and regulations pertaining to work being performed.

Contractor shall notify City Representative daily, prior to 7:00 a.m. of Vactor crew status and daily schedule.

Contractor shall provide City Representative with completed route map and task list prior to invoicing.

8. **PERSONNEL.** Contractor shall provide all management, supervision and labor necessary for efficient and effective management of this contract. Contractor shall designate a supervisor to monitor this contract who is able to communicate with the City's Representative in English to oversee and inspect work performed by Contractor's personnel assigned to this contract. Contractor shall act and work in a professional manner as to not bring undue criticism or embarrassment to the City.

The designated supervisor shall be immediately available during work activities to receive communications from the City of Mesa staff by cellular phone.

Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, Contractor shall remove any incompetent, abusive or disorderly employees, whether supervisory or non-supervisory, from work under this contract.

Safety vests or high visibility clothing that meets ANSI Class II or better must be worn by Contractor employees at all times while working on site.

9. **DELIVERY REQUIREMENTS.** Contractor shall be able to provide services on an as needed, on call basis, as well as pre-scheduled cleanings. Contractor must be able to respond verbally within twenty four (24) hours of notification from City Representative. City Representative will notify Contractor when the City is in need of storm drain cleaning, storm drain pipe cleaning, culvert cleaning, box culvert cleaning, pressure washer separators/vaults, sumps, wet well, drywell cleaning and inspection. Contractor shall begin services no later than two (2) business days after receiving the notice to proceed, unless the start date is mutually agreed upon by the City Representative and Contractor. Work schedule will be Monday through Thursday 6:00 a.m. to 5:00 pm., excluding City of Mesa holidays.

## DETAILED SPECIFICATIONS

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Holiday Schedule. The following is a list of holidays on which contract service will not be performed unless previously approved by the City (except emergency service):

- a. New Year's Day - January 1<sup>st</sup>
- b. Martin Luther King Day – Third Monday in January
- c. President's Day – Third Monday in February
- d. Memorial Day – Last Monday in May
- e. Independence Day – July 4<sup>th</sup>
- f. Labor Day – First Monday in September
- g. Veteran's Day – November 11<sup>th</sup>
- h. Thanksgiving Holiday – Fourth Thursday and following Friday in November
- i. Christmas Day – December 25<sup>th</sup>

10. **WORK AREA.** Contractor shall keep the assigned work area safe for all residents, motorists, and pedestrians during the project. Contractor shall, upon completion of work, leave the public right of way/worksite in a neat and clean condition. No special payment will be made for this item and price shall be included in the unit bid price(s). Contractor shall restore any damaged City property or private property to its original condition as determined by the City.
11. **TRAFFIC CONTROL.** Contractor shall:
- a. Be responsible for all traffic control, including barricades, if necessary. Traffic control shall be included in the bid price(s).
  - b. Ensure protection of work area at all times, unless a City Representative authorizes a waiver.
  - c. Remove all equipment and materials from each site and leave the site clean at the end of each workday and upon completion of each assigned task.

Barricading area for work performed within the public right-of-way shall comply with City of Phoenix Traffic Barricade manual and City of Mesa amendments:

<http://mesaaz.gov/business/barricading-temporary-traffic-control-permits>

Contractor shall be responsible for obtaining a City Temporary Traffic Control (TTC) permit prior to commencing any work if they are to restrict access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facilities except as noted in the City TTC Rules and Procedures. The permit authorizes restrictions to be in place as specified on the permit, but does not guarantee the requestor exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other projects and special events might require rescheduling of activities. The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved.

Contractor may call 480-644-4TTC (4882) or e-mail [barricade@mesaaz.gov](mailto:barricade@mesaaz.gov) with any questions.

12. **PROTECTION OF THE PUBLIC DAMAGES TO EXISTING STRUCTURES.** Contractor shall note a significant portion of the projects will occur in residential areas. Contractor shall exercise due care to minimize any damages to fences, trees, shrubs, landscaping and general property. Contractor shall exercise caution at all times for the protection of person and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of Contractor at no additional cost to the City. Contractor shall immediately notify the City Representative of damages. Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. Contractor shall be responsible for all appropriate warning devices.
13. **INVOICE AND PAYMENT (INVOICE AUTHORIZATION).**
- a. City Representative and Contractor will agree upon work requested and clarify any questions and concerns prior to starting work.
  - b. Contractor shall fax, scan, or hand deliver a list of completed work, including quantities at the end of each work day. City Representative and Contractor will agree on method of

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## DETAILED SPECIFICATIONS

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notification.

- c. A City Representative will inspect the work once completed.
- d. The City will provide the Contractor an invoice authorization every two (2) weeks for satisfactorily work completed.
- e. After invoice authorization is received from the City, Contractor shall submit an invoice to the City Representative for completed work. Contractor's invoice shall reflect the quantities and dollar amount stated on the invoice authorization.
- f. The City Representative will compare the invoice authorization to Contractor invoice and approve payment for authorized work.

14. **METHOD OF INVOICING (CONTRACTOR'S INVOICE).** Contractor shall submit invoices on a regular, consistent basis of not less than fifteen (15) days and no more than thirty (30) days unless otherwise directed by City Representative.

Contractor's invoice shall include the following information:

- a. City of Mesa Contract and Master Agreement numbers (to be provided by City upon contract award)
- b. Line items listed individually by the written description in the contract
- c. Period invoice covers, i.e. "June 1, 2015 through June 15, 2015"
- d. Contract price, extended and totaled
- e. Work area with quantity completed and accepted during this time period
- f. Items grouped by Work Order and subtotaled
- g. Invoice number and date

Mail invoices to: City of Mesa Transportation Department  
PO Box 1466  
Mesa, AZ 85211-1466

15. **INSURANCE REQUIREMENTS.** The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement..

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain at all times during the term of this contract, Contractor's Pollution Liability (including Errors & Omissions) insurance for losses caused by pollution conditions that arise from the operations of the Contractor as described in this agreement. The minimum amount shall be \$1 million per occurrence/\$2 million General Aggregate.

- a) The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- b) The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from activities for which the Contractor is legally liable.
- c) The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall

## DETAILED SPECIFICATIONS

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be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**“Waiver of Subrogation.** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.”

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

## MILESTONES

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1. **BEGINNING AND END DATE OF INITIAL TERM.** September 1, 2015 through August 31, 2018.  
If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
3. **PRICES.** All pricing shall be firm for the initial term of three (3) years; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.
  - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
  - b. During the sixty (60) day period prior to each term anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
  - c. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

## RESPONSE ELEMENTS

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1. **BID SUBMISSION** - Submit **one (1) signed original** along **with one (1)\_ copy** of the bid in a sealed container and **one (1) electronic format** on a CD or Thumb Drive.

***DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.***

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

Response has been sent in time to be received prior to 3:00 PM local time on the due date.

- Original and proper number of copies submitted (above)
- Bid container properly labeled
- Vendor Questionnaire form completed and included, if required
- Pricing and Compensation, math double-checked, form completed and included
- W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Checked for any addenda issued and acknowledged on Pricing & Compensation form
- Exceptions, Confidential & Additional Items form completed and included
- Vendor Information form completed and included
- Offer And Acceptance form completed and included

## VENDOR QUESTIONNAIRE

<b>GENERAL</b>	
Years in Business providing similar services:	
Contractor's License No(s): (Submit a copy with the proposal)	Type:
Number of employees at location serving this contract:	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract. All references must be verifiable.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Vehicle/ Equipment Inventory which is available for this contract:	

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR QUESTIONNAIRE**

List any additions to equipment or personnel you anticipate if awarded this contract:	
Subcontractors: List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING AND COMPENSATION**

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Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vector Services to the City of Mesa at the price(s) stated in Exhibit A.

Offerors shall complete Excel spreadsheet entitled “**EXHIBIT A – PRICING**” (2015272) and provide all requested information.

Exhibit A is posted as a separate document

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

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Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions will render a Bid Non-responsive.**

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe--attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

\_\_\_\_\_ No confidential/proprietary materials have been included with this bid

\_\_\_\_\_ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

**Additional Materials submitted (mark one):**

\_\_\_\_\_ No additional materials have been included with this bid

\_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR INFORMATION**

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Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

DUNS # \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Remit to Address (if different than above): Order from Address (if different from above):

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this bid:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Day-to-Day Project Contact (if awarded):

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one):

\_\_\_\_\_ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

\_\_\_\_\_ Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_  
City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ  
Sales Tax Rate: \_\_\_\_\_

\_\_\_\_\_ Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_  
City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ  
Sales Tax Rate: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

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**VENDOR INFORMATION**

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**SKIP THIS AFFIDAVIT IF:**

\_\_\_\_\_ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

**COMPLETE AFFIDAVIT IF:**

\_\_\_\_\_ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

**AFFIDAVIT**

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- \_\_\_\_\_ 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license: \_\_\_\_\_
- \_\_\_\_\_ 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- \_\_\_\_\_ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 5. **United States passport.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- \_\_\_\_\_ 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport \_\_\_\_\_  
Print first 4 numbers/letters on Visa \_\_\_\_\_
- \_\_\_\_\_ 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94: \_\_\_\_\_
- \_\_\_\_\_ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- \_\_\_\_\_ 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_; Refugee Country: \_\_\_\_\_
- \_\_\_\_\_ 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- \_\_\_\_\_ 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_; Place of Issuance: \_\_\_\_\_
- \_\_\_\_\_ 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_; Name of Tribe: \_\_\_\_\_
- \_\_\_\_\_ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_; Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Verification of Attachment by City Staff Member:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Date

**OFFER AND ACCEPTANCE**

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**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE OF OFFER:**

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2015272**.

Term (if different than stated in the Milestones) \_\_\_\_\_ through \_\_\_\_\_

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Edward Quedens, CPPO, C.P.M.  
As Business Services Director

**MAILING LABEL**

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

**SEALED BID**

<b>Submitted by:</b> Company Name:
Address:
City, State, Zip:

IFB # **2015272, Vactor Services**  
Due Date: **July 28, 2015 at 3:00 p.m.**

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

**SEALED BID**

<b>Submitted by:</b> Company Name:
Address:
City, State, Zip:

IFB # **2015272, Vactor Services**  
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PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Vactor Services to the City stated below.

<b>GROUP I</b>					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	
1	<b>Fleet</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour		250	\$
2	<b>Transportation</b> - Perform cleaning services through the use of high pressure hydro jetting, vacuuming (Vactor) and pumoing to include but not be limited to: drywells, wet wells, catch basins, storm drain pipes. Equipment and personnel shall include vactor truck and two (2) man crew	Hour		1,200	\$
3	Extra crew member - must be approved by the City	Hour		500	\$
4	Minimum 3,000 gallon water truck with operator	Hour		20	\$
<b>Group I Total</b>					\$

<b>GROUP II</b>					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	
5	Scheduled Service for <b>Fleet</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon		36,000	\$
6	Scheduled Service for <b>Transportation</b> : Vacuum, remove non-hazardous liquid, high solids, oily water or sludge from oil/water separators, floor drains, sand traps, pits, sumps, clarifiers, closed drums and underground waste tanks and haul to disposal site. This includes all equipment, personnel, and any dump fees	Gallon		40,000	\$
7	Special projects authorized by the City: Remove non-hazardous liquid, high solids, oily water or sludge from trenches/trench drains and haul to legal dump site. This includes all equipment, personnel, travel time and any dump fees. Hourly rate bid will be paid; no extra payment will be made for travel time	Hour		50	\$
<b>Group II Total</b>					<b>\$</b>

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charged Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25)

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Delivery, as stated in Detailed Specifications, can be met.  Yes  No

If no, specify number of days for delivery: \_\_\_\_\_

Payment terms (not less than net 30 days): \_\_\_\_\_

Prompt Payment Discount of \_\_\_\_\_ % if invoices are paid within \_\_\_\_\_ days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

Yes  No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card?  Yes  No

Discount for Procurement Card Purchases? \_\_\_\_\_%

Bidder complies with S.9 "Compliance With Applicable Law"?  Yes  No

**ADDENDA**

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):**

Addenda #1 \_\_\_\_\_

Addenda #2 \_\_\_\_\_



TO: All Bidders Receiving Invitation for Bids (IFB) #2015272, Vactor Services  
FROM: Brandy Andersen, Procurement Officer *BA*  
DATE: July 22, 2015  
SUBJECT: Addendum #2

All Bidders are hereby notified that the bid for Vactor Services has been revised by this addendum.

- 1) Detailed Specifications, Page 17, Paragraph 6, Group I – Equipment Requirements (changes are indicated in red) shall now read:

**Group I – Equipment Requirements**

All trucks and other equipment shall be equipped with a back-up alarm and rotating flashers, strobe lights or light bar and arrow board.

High pressure hydro jetting/vacuuming truck and equipment (Vactor) shall be 2005 year or newer.

Contractor's equipment shall comply with the following minimum capabilities:

- Minimum 10 cu. Yard box capacity
- Minimum 1500 gal. on board water tank capacity
- Minimum 80 GPM at 2000 psi jet rodder water pump capacity

Vactor truck shall be equipped with an Automatic Vehicle Location (AVL) System capable of identifying the routes completed by the truck as well as identifying when a Power Take-Off (PTO) is being operated during the process. Contractor will provide City Representative with the method and the ability to access the real time data of the AVL system.

Contractor shall have all hand tools and pipe plugs needed to perform assigned work.

Contractor shall have a large ~~variety~~ variety of nozzles/heads needed to perform assigned work.

Contractor must have the capability of providing two (2) trucks simultaneously, with adequate crew, in the event the City requires such services.

- 2) Please note: the bid due date has been changed. Bids are due in the Purchasing Office no later than 3:00 p.m. local time on July 29, 2015.
- 3) The deadline for questions has passed. No additional questions will be accepted pertaining to this bid.

All other terms and conditions remain unchanged.

Please contact [brandy.andersen@mesaaz.gov](mailto:brandy.andersen@mesaaz.gov) or [angela.spadaro@mesaaz.gov](mailto:angela.spadaro@mesaaz.gov) with any questions you may have regarding this addendum.

cc: Carl Lang  
Bill McLeod  
Craig Blum  
File/EDMS

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PIPELINE VIDEO INSPECTION L.L.C.

[Work Orders]

See following pages (to be attached subsequent to execution).