LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
METERING SERVICES, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Metering Services, Inc., a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On July 1, 2018, under S.A.V.E Cooperative Purchasing Agreement, the City of Phoenix entered into a contract with Contractor to purchase the goods and services described in the On-site Testing and Repair of Large Water Meters("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was July 1, 2018, until the date the contract expires on June 30, 2021 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond June 30, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until June 30, 2021. The City may renew the term of this Agreement for four (4) one-year extensions until the Cooperative Purchasing
Agreement expires on June 30, 2025. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. **Compensation.**

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed n/a dollars ($n/a) annually or three hundred fifty thousand dollars ($350,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. **No Boycott of Israel.** The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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

    City of Glendale  
    c/o Gina Corwin  
    Water Services Department  
    7070 W. Northern Ave.  
    Glendale, AZ 85303

    and

    Metering Services, Inc.  
    c/o David Frampton  
    515 S. 48th St., #108  
    Tempe, AZ 85281

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

"City"

City of Glendale, an Arizona municipal corporation

By: ____________________________
    Kevin R. Phelps
    City Manager

ATTEST:

Julie K. Bower  (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

"Contractor"

Metering Services, Inc., an Arizona corporation

By: ____________________________
    Name: David T. Frampton
    Title: Vice President

1/29/18
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
METERING SERVICES, INC.

EXHIBIT A
On-site Testing and Repair of Large Water Meters Contract No. 147870--0
CITY OF PHOENIX
Water Services Department
Management Services Division
200 W. Washington St, 9th floor
Phoenix, AZ 85003

REQUEST FOR PROPOSAL
RFP 1718-WDD-11

Onsite Testing and Repair of Large Water Meters
Requirements Contract

147870--0

Procurement Officer
Audrey Mims
(602) 256-3343
audrey.mims@phoenix.gov
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<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
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<td>I - INSTRUCTIONS</td>
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<td>III - SPECIAL TERMS &amp; CONDITIONS</td>
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<td>V - SCOPE OF WORK</td>
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<td>VI - SUBMITTALS</td>
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Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

☐ All forms have been completed and signed, including Solicitation Disclosure form.

☐ All Submittals are included.

☐ Reviewed and verified prices offered.

☐ Checked price extensions and totals.

☐ Included any required drawings or descriptive literature.

☐ If required, checked and included the amount of the offer surety.

☐ Reviewed the insurance requirements, if any, to assure compliance.

☐ Included the specified number of copies of the offer as indicated in Submittal section.

☐ Included signed addenda, if any.

☐ Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.

☐ The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.
1. DESCRIPTION – STATEMENT OF NEED:

1.1. The City of Phoenix invites sealed offers for Onsite Testing and Repair of Large Water Meters for a three-year period commencing on or about July 1, 2018, with four, 1-year extension options, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

1.2. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

1.3. Notwithstanding the foregoing, this Contract will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Contract.

2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Vendors must be registered in the City’s procurePHX Self-Registration System at [https://www.phoenix.gov/financesite/Pages/EProc-help.aspx](https://www.phoenix.gov/financesite/Pages/EProc-help.aspx) to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

3. SCHEDULE OF EVENTS:

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<tr>
<th>ACTIVITY</th>
<th>LOCATION</th>
<th>DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Offer Conference</td>
<td>23rd Avenue Wastewater Treatment Plant, 2470 S. 22nd Ave., Phoenix, AZ</td>
<td>2/7/18, 11:30am</td>
</tr>
<tr>
<td>Written Inquiries Due Date</td>
<td>Email to: <a href="mailto:audrey.mims@phoenix.gov">audrey.mims@phoenix.gov</a></td>
<td>2/12/18, 5:00pm</td>
</tr>
<tr>
<td>Offer Due</td>
<td>City of Phoenix, Water Services Department, 200 W. Washington St, 9th floor, Phoenix, AZ 85003</td>
<td>2/21/18, 2:00pm</td>
</tr>
</tbody>
</table>

The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.
4. PREPARATION OF OFFER:

4.1 All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

4.2 It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

4.3 All time periods stated as a number of days will be calendar days.

4.4 It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

4.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

4.4.2 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

4.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

4.4.4 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

4.4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

4.4.6 Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product
brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

4.4.7 Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete solicitation and addenda from https://www.phoenix.gov/solicitations. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Water Services Department, Management Services Division, 200 W. Washington St, 9th floor, Phoenix, AZ. It is the Offeror’s responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their offer.

6. EXCEPTIONS:

If a Contractor has exceptions based on the scope, then Contractor must include a list of exceptions to the requirements of the solicitation and attachment documents, if any, stated on a separate page labeled "Exceptions Statement." Contractor must identify the reason for the requested change, provide alternate language and provide an explanation.

It is the intent of the City to award a contract on a fair, competitive basis. For this reason, the City may view any “Exception” in response to any material conditions or requirement of the solicitation, as an attempt by the Contractor to vary the terms of the solicitation which, in fact, may result in giving the Contractor an unfair advantage. For this reason, the City may, at its option, not allow exceptions to any material requirement if, in the opinion of the City, the exceptions alter the overall intent of the solicitation, unless the exception would be of material benefit to the City. Additionally, the City may, at its option, deem any submittal non-responsive based on exceptions by the Contractor.

7. INQUIRIES:

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing
date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

8. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

9. BUSINESS IN ARIZONA:

The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission.

10. LICENSES:

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

11. CERTIFICATION:

By signature in the offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

12. SUBMISSION OF OFFER:

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.
Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror’s Name
- Offeror’s Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

13. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.

14. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City’s website.

The City will post a preliminary offer tabulation on the City’s website, https://www.phoenix.gov/solicitations within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

15. PRE-AWARD QUALIFICATIONS:

15.1 Upon notification of an award the Offeror will have seven (7) calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.
16. AWARD OF CONTRACT:

16.1. Unless otherwise indicated, award(s) will be made to the responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

16.2. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

16.3. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City’s solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

17. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein waives any right to object now or at any future time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court.

18. SOLICITATION TRANSPARENCY POLICY:

18.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or similar solicitation.

18.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.
18.3. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

18.4. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

18.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

18.6. "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

19. PROTEST PROCESS:

19.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
19.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

19.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

19.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City’s website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

19.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

   19.5.1. Identification of the solicitation number;
   19.5.2. The name, address and telephone number of the protester;
   19.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
   19.5.4. The form of relief requested; and
   19.5.5. The signature of the protester or its authorized representative.

19.6. The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City’s Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

20. PUBLIC RECORD:

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process,
information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

21. LATE OFFERS:

Late Offers Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.

22. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

23. CONTRACT AWARD:

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

24. EQUAL LOW OFFER:

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.
25. EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

26.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

26.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

26.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

26.4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror’s integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

26.5. The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City’s determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City’s request, information in any best and final offer, and information received from Offeror’s references, including information about Offeror’s history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

26.6. The Offeror’s unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.
27. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors’ rankings and which Offers are within the Competitive Range, when appropriate.

28. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

29.1. The City will notify each Offeror whose Offer is in the Competitive Range or made the ‘short list’ and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

29.2. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

29.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

29.4. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that
proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

30. BEST AND FINAL OFFERS (BAFO):

30.1. A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City’s sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

30.2. If an Offeror’s BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

30.3. The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

30.4. The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

31. EVALUATION CRITERIA:

In accordance with Phoenix City Code 43-14, Competitive Sealed Proposals, award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation criteria are listed in relative order of importance.

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company History and Staff Qualifications</strong></td>
<td>500</td>
</tr>
<tr>
<td>The evaluation of each proposal will evaluate the Proposer’s history, knowledge, skill and ability of the Proposer to perform the work identified in the Scope of Work.</td>
<td></td>
</tr>
</tbody>
</table>

Sub-criteria #1 - Experience, number of employees
- Proposer shall identify their experience as it relates to the Scope of Work and the current number of employees

Sub-criteria #2 - Resumes of key personnel
- Provide resumes of key personnel that will be directly involved on
the resulting Contract

Sub-criteria #3 - Experience at similar size facilities
- Proposer shall identify their experience providing the same service at similar size facilities

Sub-criteria #4 - Available Resources
- Proposer shall identify the resources they have available to accomplish the requested services

Method of Approach 300
The Proposer will be evaluated based on a summarized method of approach that will be utilized to meet the City’s requirements, and demonstrates your understanding of the requested services

Cost of Services 200
The Cost of Services shall contain the Proposer’s prices and rates for flat rates for meters for testing, hourly rate for service calls during and after normal work hours, and discount for parts

Technical Evaluation Total Points 1000
1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Days" Means calendar days unless otherwise specified.

"Deputy Finance Director" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an
agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"Offer" Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as Offer, proposal, quotation or tender.

"Offeror" Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

"Solicitation" Means an Invitation for Offer (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), ), Request for Qualifications (RFQ) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.

"Suppliers" Firms, entities or individuals furnishing goods or services to the City.

"Vendor or Seller" A seller of goods or services.

2. CONTRACT INTERPRETATION:

2.1. APPLICABLE LAW: This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

2.2.1. Special terms and conditions
2.2.2. Standard terms and conditions
2.2.3. Amendments
2.2.4. Statement or scope of work
2.2.5. Specifications
2.2.6. Attachments
2.2.7. Exhibits
2.2.8. Instructions to Contractors
2.2.9. Other documents referenced or included in the Invitation for Offer

2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER: The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture Contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the Contract. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the Contract are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

2.4. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.5. NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6. PAROL EVIDENCE: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this Contract. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION:
3.1. RECORDS: All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City.
for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2. CONFIDENTIALITY AND DATA SECURITY:

3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor and its subcontractors will not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

3.2.2. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

3.2.3. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, Contractor will notify the Department’s Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

3.2.4. Contractor agrees that the requirements of this section will be incorporated into all subcontractor Contracts entered into by the Contractor. It is further agreed that a violation of this section will be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without notice.

3.2.5. The obligations of Contractor under this section will survive the termination of this Contract.

3.3. DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment
without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor Contracts or subleases of this Contract entered into by supplier/lessee.

3.4. EQUAL EMPLOYMENT OPPORTUNITY AND PAY: In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a Contractor with 35 employees or fewer: Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Contract that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor Contracts or subleases of this Contract entered into by supplier/lessee.

For a Contractor with more than 35 employees: Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall
adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor Contracts or subleases of this Contract entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3.4.3 Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.4.4 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

3.5. **LEGAL WORKER REQUIREMENTS:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

3.5.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

3.5.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3.5.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
3.6. **LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

3.7. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City will not unreasonably withhold permission.

3.8. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City.

3.9. **HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor’s products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

3.9.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.

3.9.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Contract. The City further reserves the right to make unannounced inspections of the Contractor’s facilities (during normal business hours).

3.10. **COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor’s business records, including personnel records to verify any such compliance.

Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor’s acts.
3.11. **LAWFUL PRESENCE REQUIREMENT**: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

3.12. **NO ISRAEL BOYCOTT**: By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

3.13. **CONTINUATION DURING DISPUTES**: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.14. **EMERGENCY PURCHASES**: The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.15. **STRICT PERFORMANCE**: Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. **COSTS AND PAYMENTS**:

4.1. **GENERAL**: Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

4.2. **PAYMENT DEDUCTION OFFSET PROVISION**: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

4.4. DISCOUNTS: Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5. NO ADVANCE PAYMENTS: Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.6. FUND APPROPRIATION CONTINGENCY: The Vendor recognizes that any Contract entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

4.7. MAXIMUM PRICES: The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

4.8. F.O.B. POINT: All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

5. CONTRACT CHANGES:

5.1. CONTRACT AMENDMENTS: Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal Contract or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal Contracts or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

5.2. ASSIGNMENT - DELEGATION: No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City,
and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

5.3. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

5.4. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. **RISK OF LOSS AND LIABILITY:**

6.1. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

6.2. **ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

6.3. **FORCE MAJEURE:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in
writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

6.4. LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.5. CONTRACT PERFORMANCE: Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Contract. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the Contract. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

6.6. DAMAGE TO CITY PROPERTY: Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

7. CITY'S CONTRACTUAL RIGHTS:

7.1. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

7.2. NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.

7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of the Contract is dependent on every other installment or lot and a delivery of non-
conforming goods or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a total breach of the Contract as a whole.

7.4. **ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

7.5. **DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

7.6. **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

7.7. **COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

7.8. **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City’s request upon termination of this contract. Contractor agrees that all materials prepared under this contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

8. **CONTRACT TERMINATION:**

8.1. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

8.2.2 The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

8.3. CONTRACT CANCELLATION: All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by
the Contractor to collect applicable taxes from the City shall not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your bid. You may also find information at Phoenix Tax Division or State of AZ Department of Revenue. Once your bid is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

10. TAX INDEMNIFICATION:
Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

11. TAX RESPONSIBILITY QUALIFICATION:
Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor’s qualifications for and compliance with contract for duration of the term of contract.
1. **PRICE:**

All prices and labor rates submitted shall be firm and fixed for the initial three (3) year contract period. Thereafter, price adjustments will be considered once a year, provided the adjustments are submitted in writing with 30-days advance notice. Requests shall be accompanied with written documentation from the manufacturer and/or published indexes confirming the labor rate increase. The City of Phoenix will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the procurement officer at the address on the front page of the solicitation, referencing the solicitation number. Price increases agreed to by any staff other than Deputy Finance Director or Department Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director or Department Director.

2. **METHOD OF ORDERING (PURCHASE ORDERS):**

Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Procurement Division. All contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

3. **METHOD OF INVOICING:** (submitted to: invoices@phoenix.gov)

Invoice must include the following:

- City purchase order number, requisition number, or contract number.
- Items listed individually by the written description and part number.
- Unit price, extended and totaled.
- Applicable tax.
- Invoice number and date.
- Requesting department name and "ship-to" address.
- Payment terms.

4. **METHOD OF PAYMENT:**

Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period.
Invoices must contain the contract number or Offer number under which the contract is awarded.

5. CONFIDENTIALITY AND DATA SECURITY:

5.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Contract. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

5.2 Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Contract.

6. COOPERATIVE AGREEMENT:

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at S.A.V.E. | Maricopa County, AZ and then click on Contracts, "S.A.V.E." listing and "ICPA". Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Contract.

7. POST AWARD CONFERENCE:

A post award conference will be held by the Project Manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

8. SUSPENSIONS OF WORK:

WSD Procurement Division and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension
will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

9. PERFORMANCE INTERFERENCE:

Contractor shall notify the City’s department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

Department Contact: Matt Diaz, Supervisor II
Phone: 602-262-4887

10. COMMUNICATION IN ENGLISH:

It is mandatory that the Contractor’s lead person assigned to any City’s facility be able to speak, read and write in English in order to communicate at the site contact.

11. OPTION YEARS:

The City may at its option and with approval of the Contractor, extend the period of this contract up to four additional years, in 1-year increments.

12. CLEANING

The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at their expense. The work area shall be cleaned at the end of each work day.

All materials, tools, equipment, etc., shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor’s property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the City’s project manager will be consulted.

13. HOURS OF WORK:

All work under this contract shall be coordinated with the City’s project manager. Any changes to the established schedule must have prior written approval by the City’s project manager.

14. SECURITY (WATER SERVICES)

Contract workers who will be assigned to this contract must complete a badge data form and sign a waiver for a background check which Contractor must submit to the City prior to providing any services. Upon successful completion of the required background checks, access badges will be issued to the contract workers. Each individual who
accesses a Water Services Department secure site must use this badge for entry; this is mandatory. Any new contract workers assigned to this contract must follow the above procedures. Addition(s) and deletion(s) of contract workers must be submitted in writing to the City of Phoenix Water Services Security Supervisor. All costs for the check will be paid for by the Water Services Department.

14.1 Contract workers also must adhere to the City's substance abuse policy and regulations relating to the prohibition of alcohol or drug use. Contractor is responsible for expenses incurred for pre-employment drug screening and any subsequent screening for reasonable suspicion of use. The City requires a 10-point screen and shall be furnished with the results of all tests.

14.2 CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT
CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT THE PRIOR COMPLETION AND CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; (2) THE CONTRACT WORKER'S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORK.

14.3 KEY ACCESS PROCEDURES
If the contractor worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the contractor for each key issued. The key issue/return form is available and the completed form shall be submitted to the badging office at the address above.

14.4 STOLEN OR LOST BADGES OR KEYS
Contractor shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fee listed below prior to issuance of a new badge or key.

14.5 RETURN OF BADGE OR KEYS
All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the contract worker's access to a City facility is no longer required to furnish the services under this Contract. Contractor shall collect a contract worker's badge and key(s) upon the termination of the contract worker's employment; when the contractor worker's services are no longer required at a particular City facility(s); or upon termination, cancellation or expiration of this Contract.
14.6 CONTRACTOR'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH
Contractor’s default under this section shall include, but is not limited to, the following:

14.6.1 Contract worker gains access to a City facility(s) without the proper badge or key
14.6.2 Contract worker uses a badge or key of another to gain access to a City facility;
14.6.3 Contract worker commences services under this Contract without the proper badge, key or background screening;
14.6.4 Contract worker or contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening;
14.6.5 Contractor fails to collect and timely return contract worker’s badge or key upon termination of contract worker’s employment, reassignment of contract worker to another City facility or upon the expiration, cancellation or termination of this Contract
14.6.6 Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that contractor’s failure to properly cure any default under this section shall constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the contractor shall be liable for and pay to the City the sum of $1,000.00 for each breach by contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Contract in the event that contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City’s actual damages in the event that contractor breaches this section. The parties further agree that three breaches by contractor in this section arising out of any default within a consecutive period of three months or three breaches by contractor in this section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Contract by contractor and the City expressly reserves all of its rights, remedies and interests under this Contract, at law and in equity including, but not limited to, termination of this Contract.

14.7 BADGE AND KEY FEES
The following constitute the badge and key fees under this Contract. The City reserves the right to amend these fees upon 30-days prior written notice to contractor.

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Amount</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement Badge Fee</td>
<td>$55.00</td>
<td>per badge</td>
</tr>
<tr>
<td>Lost/Stolen Badge Fee</td>
<td>$55.00</td>
<td>per badge</td>
</tr>
</tbody>
</table>
15. SINGLE SOURCE FOR WARRANTY WORK:

Contractor shall be fully responsible for any and all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within eight (8) after a verbal request by the City.

16. INSPECTION AND ACCEPTANCE:

Each product delivered shall be subject to a complete inspection by the Water Services Department prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor’s responsibility to pick up unacceptable products, correct the deficiencies and return the product following the corrections.

17. REPAIR AND REPLACEMENT PARTS GUARANTEE:

Following the expiration of any express or implied warranty applicable to those items furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, contractors and hires) with in-stock repair and replacement parts carrying a full manufacturer’s warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.

18. EMERGENCY TWENTY-FOUR HOUR SERVICE:

Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

19. CONFINED SPACE STRUCTURE ENTRY:

Services performed under this Contract may require Contractor personnel to enter confined spaces. Contractor will be required to furnish equipment for confined space entry and must comply with OSHA regulation 1910.146 or most recent regulation.
Contractor shall have a written Confined Space Entry Program that meets all Federal, State and local regulations and will be required to submit a copy of this program to the City for review and acceptance.

20. INDUSTRY STANDARDS:

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s): and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variation(s) if in the opinion of the Water Services Department Director or delegate, the basic unit meets the general intent of these specifications.

The complete equipment/material Offer shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor(s) shall so notify the City prior to the Offer opening date.

21. NEW EQUIPMENT:

All items offered shall be new equipment supplied from the manufacturer. Submissions for remanufactured equipment will be considered as non-responsive and rejected.

22. WARRANTY:

All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of one (1) year from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City.
23. DELIVERY TIME:

All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., local time, Monday through Friday, excluding City holidays.

24. OPTION FOR ADDITIONAL QUANTITIES AND PRODUCTS:

The City anticipates considerable activity under the resultant contract. However, no guarantee can be made as to actual equipment, spare parts and quantities, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

25. TRANSITION OF CONTRACT:

At least thirty days prior to the expiration or termination of this contract, vendor must provide all services necessary to ensure an orderly and efficient transition of the services, in whole or in part, to another provided and the City, including a transition plan, if required by the scope. Vendor will, without limitation, provide important information to the successor vendor and the City to ensure continuity of services at the required level of proficiency. Vendor agrees to provide to the City all files in ASCII format (or other City designated format), supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Vendor. The provisions of this section will survive the expiration or termination of this contract. Within the City’s sole discretion, the Vendor agrees to a month-to-month extension at the same price(s) for continued services or goods deemed as essential by the City.
1. **INDEMNIFICATION CLAUSE:**

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. **INSURANCE REQUIREMENTS:**

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

2.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

2.1.1. **Commercial General Liability – Occurrence Form**
Policy must include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

The policy must be endorsed to include the following additional insured language:
"The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

2.1.2. Worker's Compensation and Employers' Liability

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability</td>
<td>$100,000</td>
</tr>
<tr>
<td>Each Accident</td>
<td></td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

- Policy must contain a waiver of subrogation against the City of Phoenix.

- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

- The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

4. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason.
Such notice must be mailed, emailed, or hand delivered City of Phoenix Water Services Department, Attn: Audrey Mims, 200 W. Washington St, 9th floor, Phoenix, AZ 85003.

5. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City of Phoenix Water Services Department, Attn: Audrey Mims, 200 W. Washington St, 9th floor, Phoenix, AZ 85003. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7. **SUBCONTRACTORS:** Contractors’ certificate(s) must include all subcontractors as additional insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

8. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.
1. BACKGROUND

The City of Phoenix Water Services Department (WSD) treats and distributes tap water to 1.5 million customers daily through over 431,000 metered accounts. Over 1,200 of those accounts are served by meters in sizes 3 inches and larger.

2. OBJECTIVE

The Contractor shall provide all labor, materials, equipment and supplies necessary for on-site inspection, repair, replacement, preventative maintenance, retrofitting, calibration, and testing services for large water meters and associated components in sizes 3 inches and larger as well as the removal of debris in all confined spaces where large meter assemblies are installed. All work completed on the meters will ensure continued high quality, reliable, and cost effective water services that meet public needs and maintain public support. The City will provide a prioritized list after award, of meters that need to be replaced.

3. SCOPE OF WORK

Meter services will be required on an as needed basis or as requested by the City of Phoenix (City). When required or requested, the Contractor shall repair, replace (if determined necessary), calibrate, and/or retrofit as necessary. The City will provide the most recent account information for all meters to be tested. All moving parts, such as gears, bushings, discs, and pistons shall be cleaned and inspected for wear, and individual parts replaced if necessary, whenever a meter is repaired or retrofitted. Meter assembly isolation valves will also be exercised, inspected, repaired and replaced as needed. Contractor is also responsible for repair and maintenance of the Automated Meter Reading (AMR) System equipment and the electronic components to the meter.

3.1 Meter Testing Service:

All meters shall be tested annually. Test flows shall range from the minimum test flow recommended by American Water Works Association (AWWA) to the maximum obtainable through the test outlet and shall be spaced to provide data correlating with the manufacturer’s representative curve. For a compound meter, in no event will the test flows be fewer than six (6) and at flow rates and quantity flows per each rate, as shown in AWWA C705.

3.2 Meter /Assembly Replacement:

Replacement of large meters, valves and other meter assembly appendatures as needed. Meters will be supplied by the City. Valves and other meter assembly appendatures will be provided by the City when available. The City will furnish the
majority of necessary replacement meter parts. Contractor shall request new parts from the WSD Meter Shop Supervisor II or designee for the Meter Shop. The points of contact are:

Matt Diaz, Supervisor II: (602) 262-4887  
Steve Duran, Supervisor I: (602) 534-2302  
Randy Siqueiros, Supervisor I: (602) 534-2548

When the Meter Shop is out of stock or a part is not kept in stock, the Contractor shall supply replacement parts. When this occurs, the Meter shop shall be notified that Contractor parts were used. When the replaced parts are turned in, Contractor will be reimbursed based on the discounted cost of the replacement part(s). Contractor shall submit invoices to verify the cost. The City will supply strainers, test plugs, check valves, gate valves, and other fittings necessary to complete the retrofit of existing installations. The City reserves the right to provide and or replace individual component parts. Approval from the WSD Customer Service Supervisor II (or delegated representative) must be given before major components can be replaced. Once work has been completed, all City-provided parts not used shall be returned.

3.3 **Repair/Retrofit/Calibration Service:**

Repair, retrofit, and calibrate water meters and water meter assemblies, including all appenditures (exclusive of parts cost), in accordance with AWWA service levels, the Scope of Work, and with the City’s approval.

3.4 **Isolation Valves Preventive Maintenance:**

Large meter assembly isolation valves to be exercised annually at the same time the meter is tested. Contractor will be required to submit a preventive maintenance plan for review and approval prior to commencing work. Exercise and inspect all meter assembly isolation valves and other appenditures for leaks. Report any defects to the Meter Shop Supervisor, along with a repair cost estimate.

3.5 **Parts:**

When parts are not provided by the City, the Contractor shall provide parts at a discounted rate.

**4. DELIVERABLES**

Contractor will be responsible for ensuring that all tests results are completed and provided to the City in an Excel format to be approved by the City after contract award.
4.1 The Contractor shall provide monthly test results for Meter Testing Service and Repair/Retrofit/Calibration Service. Reports for Meter Testing Service shall be submitted within one month of testing.

The report shall contain the following information for each meter tested:
- location of meter
- make, model, size, meter number, serial #
- dates of work
- method of test
- whether calibration was done
- accuracy of meter before and after repairs
- necessary repairs performed
- an itemized list of parts required, if parts were necessary
- tag the meter after the required work has been performed

4.2 For Meter/Assembly Replacement, the Contractor shall return the replaced parts to the Meter shop, along with an itemized list of all parts that were replaced. A meter test report shall be submitted after repair or replacement has been completed. All meter assemblies and associated components replaced must be returned to the meter shop after completion of the work.

4.3 The Contractor shall provide a monthly report for Isolation Valves Preventive Maintenance. Contractor shall provide all repair cost estimates no later than three (3) days after completion of the preventive maintenance. The report shall include all information in paragraph 4.1 above plus confirmation that meter assembly isolation valves were exercised.

4.4 For tests that are requested by the City, the final report shall be furnished no later than three (3) days after completion of the test.

4.5 The Contractor shall submit a written Confined Space Entry Program that meets all Federal, State and local regulations after contract award.

5. STANDARDS

Testing for water meters shall be done in accordance with AWWA service levels and the SOW. Contractor must comply with OSHA regulation 1910.146 or most recent regulation for confined space entry.

5.1 Testing Accuracy

Contractor shall test meters at the number of rates in each section of the meter per original equipment manufacturer recommendations. Contractor may be required to provide proof of test meter accuracy as well as success of the method.
employed. Experimental equipment/methods are prohibited, unless first approved by the City. Using approved equipment and methods, all meters tested, repaired, and/or retrofitted shall be calibrated to be as near 100% accuracy as practical.

5.2 **Response Time**

*Standard calls* - response is required within eight hours.
*Emergency calls* - response is required within two hours during normal working hours and within four hours during off hours and holidays. Normal work hours are Monday – Friday, 7:00 am until 6:00 pm.

6. **NOTIFICATION OF NON-PERFORMANCE**

If a meter scheduled for test, repair, and/or retrofitting does not have at least inlet/outlet valves, or conditions are such that the Contractor is unable to perform the required work, the Contractor shall notify the City in writing. The reports must detail the reasons that work could not be performed and must recommend changes, to be made by the City to allow for completion of work at a later date.

7. **QUALITY CONTROL**

7.1 **Water Control**

Contractor shall provide proper water control to direct the flow of water used in testing away from the roadway and from pedestrian traffic. Contractor is responsible for the removal of standing water in pit areas where meters are to be tested, repaired, retrofitted, and or calibrated. If Contractor must disrupt the water supply to the customer to complete required services, the Contractor must notify the City. The Contractor will be responsible for notifying the property owner of record and tenant prior to disruption of service.

7.2 **Temporary Disruption of Water Service**

If Contractor must disrupt the water supply to the customer to complete required services, the Contractor must notify the City. The Contractor will be responsible for notifying the property owner of record and tenant prior to disruption of service.

7.3 **Coordination of Shut Down**

Contractor will be responsible to coordinate the shut down at the water main if necessary, with City of Phoenix Water Distribution Department at (602) 261-8000.
8. CRITERIA OF ACCEPTANCE

8.1 All services specified herein (i.e. repair, retrofit, calibration, assembly inspection, and testing) shall be subject to inspection by an authorized representative of the City's WSD Water Meter Division, for workmanship, proper functioning, and conformance to all requirements of this specification.

8.2 Should deficiencies be found, Contractor shall make necessary corrections then resubmit to the Water Meter Division for re-inspection and acceptance, at no additional expense or obligation to the City. The City reserves the right to inspect either work-in-progress or completed work.
1. COPIES:

Please submit one original of the proposal with pricing, three (3) copies without pricing, and one electronic copy of the proposal on a portable drive or CD, that includes this Submittal section and all other required documentation.

Please submit the Submittal section. Do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the offer opening date and is irrevocable unless it is in the City’s best interest to do so.

Response:
Please see attached.

2. PROPOSAL FORMAT:

The written proposal shall be signed by an individual authorized to bind the Offeror. The proposal shall provide the name, title, address, and telephone number of individuals authorized to negotiate a contract with the City and authority to contractually bind the company and who may be contacted during the period of the contract. Each response shall be submitted as follows:

a. Typewritten for ease of evaluation.
b. Submitted in an 8.5 x 11-inch loose leaf three-ring binder preferably using double sided print.

To expedite the evaluation of proposals, each Offeror must organize their proposal in the following sequence utilizing tabs.

Tab A – Cover letter
Tab B – Company History and Staff Qualifications
Tab C – Method of Approach
Tab D – Cost of Services
Tab E – Section VI – Submittals
Tab F – Acknowledgement of Addendum(s), if applicable

Response:
Please see attached. Completed to our understanding of the requirements.
3. REFERENCES:

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for Onsite Testing & Repair of Large Water Meters.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City of Tempe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>PO Box 5002 Tempe AZ 85281</td>
</tr>
<tr>
<td>Reference</td>
<td>Tarja Nummela</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>480-350-8637</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:tarja_nummela@tempe.gov">tarja_nummela@tempe.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City of Peoria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>8401 W Monroe St, Peoria AZ 85345</td>
</tr>
<tr>
<td>Reference</td>
<td>Arnold Reyes</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>623-773-7867</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:Arnold.reyes@peoria.gov">Arnold.reyes@peoria.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City of Scottsdale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>8815 E Via Linda, Scottsdale AZ 85258</td>
</tr>
<tr>
<td>Reference</td>
<td>Frank Wyers</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>480-312-4430</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:fwyers@scottsdale.gov">fwyers@scottsdale.gov</a></td>
</tr>
</tbody>
</table>
4. CATALOG AND PRICE LISTS

Contractor must provide with its submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. WSD's Procurement Division must be informed 30 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City's terms and conditions specified herein. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

4.1 DISCOUNT: All discounts offered shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

4.2 DISCOUNT FROM PUBLISHED PRICE LISTS: Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Price Lists. Such Published Price Lists must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, all offers are to be firm for a period of three (3) years from the contract award date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised Published Price Lists and cover letter (inclusive of contract number) are to be submitted to the Procurement Officer and must be dated and signed. Revised Published Price Lists that are accepted by the Procurement Officer will be effective when incorporated by an amendment that has been signed by all parties.

Response:
Metering Services, Inc. will use the materials as supplied by the City and any parts provided by Metering Services, Inc will be provided at MSRP.
5 COST OF SERVICES

Offeror will provide the costs for the requested onsite testing and repair services

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<tr>
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<th>Est Annual Quantity</th>
<th>Unit of measure</th>
<th>Unit Price Excluding Tax</th>
<th>Total Annual Price Excluding Tax</th>
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<td>Meters - 3&quot;, 4&quot;, 6&quot;, Meter Services</td>
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<td>Vactoring Service</td>
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<td>Each</td>
<td>$750 00</td>
<td>$18,750 00</td>
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<td>$20 00</td>
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<td>7</td>
<td>Parts allowance</td>
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<td></td>
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<td></td>
<td>$277,860 00</td>
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<tr>
<th>Item No</th>
<th>Description</th>
<th>MSRP, %</th>
<th>% Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Parts</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
OFFER

TO THE CITY OF PHOENIX - The undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No.
Use Tax No. for Out-of State Suppliers
City of Phoenix Sales Tax No.
Arizona Corporation Commission File No. 

Taxpayer’s Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number
Located at City's eProcurement website (see
SECTION I - INSTRUCTIONS - CITY’S REGISTRATION)

3012903

Authorized Signature

Metering Services, Inc. / Corporation
Verify Name and type of company
(LLC, Inc., Sole Proprietor)

David Frampton, Vice President
Printed Name and Title
(Member, Manager, President)

Address

City, State and Zip Code

Telephone Number

Company's Fax Number

Company’s Toll Free #

Email Address

515 S 48th St, Suite 108
Tempe, AZ 85281
480-894-0200
480-731-4793
dave@msiaz.net

Solicitation Number RFP 1718-WDD-11
ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 147870. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager

Kathryn Sorensen Awarded this 20 day of June 2018
Director or Delegate, Water Services Department

Attest:

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Solicitation Number RFP 1718-WDD-11
Conflict of Interest & Solicitation Transparency Disclosure Form
This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

<table>
<thead>
<tr>
<th>1. Name of person submitting this disclosure form.</th>
</tr>
</thead>
<tbody>
<tr>
<td>First        MI   Last        Suffix</td>
</tr>
<tr>
<td>David        T     Frampton</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Contract Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation # or Name: RFP1718-WDD-11 Onsite Testing and Repair of Large Water Meters</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metering Services, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Frampton</td>
</tr>
<tr>
<td>Keri Frampton</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractors may be retained, but not known as of the time of this submission. List of subcontracts, including the name of the owner(s) and business name:</td>
</tr>
<tr>
<td>Storm Water Pros, LLC, Von Martineau</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. List any attorney, lobbyist, or Contractor retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela Elting, Technical Writer</td>
</tr>
</tbody>
</table>

Solicitation Number RFP 1718-WDD-11
7. Disclosure of conflict of interest:

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34? No

"An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award."

I am not aware of any conflict(s) of interest under City Code Section 43-34:

8. Notice Regarding Prohibited Interest in Contracts

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511. (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
9. Acknowledgements

Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

✓ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

✓ This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to disqualification.

10. Fraud Prevention and Reporting Policy

I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or audit.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City’s high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

David Frampton
Vice-President

<table>
<thead>
<tr>
<th>PRINT NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

Mettering Services, Inc.

Solicitation Number RFP 1718-WDD-11
Onsite Testing and Repair of Large Water Meters

The purpose of this addendum is to provide answers to questions that were submitted.

Q1. When the Contractor performs testing and determines a part has to be replaced, who is responsible for supplying the part?
A1. In accordance with Section V, paragraph 3.2, Meter/Assembly Replacement (page 42), the City will provide parts if available. If parts are not available, the Contractor will supply parts under the terms of the resulting contract.

Q2. Section V, paragraph 2, Objective (page 42), does the removal of debris involve vactoring? If yes, how do we bill for this cost in Section VI, paragraph 5, Cost of Services on page 50?
A2. Yes, vactoring may be required in some meter vaults. Page 50 of the RFP will be revised and replaced with the attached page 50.

Q3. Section V, paragraph 3.1, Meter Testing Service, the last sentence (page 42), how many flow rates for the testing of compound meters?
A3. Contractor will be required to perform three (3) tests at the AWWA recommended flow rates and one additional test at the cross-over point.

Q4. Section V, paragraph 3.4, Isolation Valves Preventive Maintenance (page 43), are there any specific guidelines for valve maintenance? Will the fee be included in the meter test line items?
A4. The expectation is to operate all valves located in the vault one complete cycle (fully closed, fully open) and report any issues back to the City. The revised page 50, as discussed in the answer for the 2nd question, will include a line item for isolation Valves Preventive Maintenance.

All other terms and conditions remain unchanged.
Bidder is required to sign and return addendum with their bid.

Name of Company: Metersing Services Inc

Address: 515 S. 48th St. #108 Tempe AZ 85281

Print Name and Title: David Frampton Vice Pres

Authorized Signature: [Signature]
Onsite Testing and Repair of Large Water Meters

The purpose of this addendum is to make a revision to the RFP.

1. Reference Section I, paragraph 3, Schedule of Events, the location for the Pre-Offer Conference is changed to read as follows. The date and time remain unchanged.

   24th Street Water Treatment Plant (WTP)
   6202 North 24th Street, Area 2 Basement Conference Room
   Phoenix, AZ 85016

All other terms and conditions remain unchanged.

Bidder is required to sign and return addendum with their bid.

Name of Company: Metersing Services Inc.
Address: 515 S. 48th St. #108 Tempe, AZ 85281
Print Name and Title: David Frampton
Authorized Signature: [Signature]
ORDINANCE S-44658

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH METERING SERVICES INC. TO PROVIDE ONSITE TESTING AND REPAIR OF LARGE WATER METERS FOR THE WATER SERVICES DEPARTMENT; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager or his designee is authorized to execute a contract with Metering Services Inc. to provide onsite testing, repair, calibration, and if required, replacement of large water meters. The contract's initial term is three years beginning on or about July 1, 2018, with four one-year options to extend. The contract's total cost will not exceed ONE MILLION NINE HUNDRED FORTY-FIVE THOUSAND TWENTY DOLLARS ($1,945,020.00).

SECTION 2. The City Controller is authorized to disburse the necessary funds.

PASSED by the Council of the City of Phoenix this 6th day of June, 2018.

ATTEST:  

[Signature]
City Clerk

[Stamp]
APPROVED AS TO FORM:

Acting City Attorney

REVIEWED BY:

City Manager

MKC/cv: 2042532; LP# 18-1200; 6/6/18
Onsite Testing and Repair of Large Water Meters Contract (Ordinance S-44658)

Request to authorize the City Manager, or his designee, to enter into a contract with Metering Services, Inc. to provide onsite testing and repair of large water meters for the Water Services Department. The total requested amount will not exceed $1,945,020. Further request authorization for the City Controller to disburse all funds related to this item.

Summary
The Water Services Department seeks to award a contract for onsite inspection, testing, repair, calibration, and if required, replacement of large water meters. These required services ensure continued high quality, reliable, and cost effective water services to meet public needs.

Procurement Information
Request for Proposals 1718-WDD-11, Onsite Testing and Repair of Large Water Meters was conducted in accordance with Administrative Regulation 3.10. Four offers were received, one of which was determined to be nonresponsive to the solicitation requirements.

The proposals were scored by a three-member evaluation panel, based on the following criteria:

- Company History & Staff Qualifications: 500 points
- Method of Approach: 300 points
- Cost of Services: 200 points

The proposers and their scores are as follows. The maximum possible score is 1,000.

- Metering Services, Inc.: 890
- Vanguard Utility Services: 539
- Taylor Meter Technologies: 510

The evaluation panel recommended acceptance of the offer from Metering Services, Inc. as the highest scored, responsive, and responsible offeror that is the most advantageous to the City.
Contract Term
The contract term will be for three years, with four one-year options to extend to be exercised at the City's discretion. The contract term will be effective July 1, 2018, through June 30, 2025.

Financial Impact
Expenditures are not to exceed $1,945,020 over the life of the contract. Funds are available in the Water Services Department's operating budget.

Responsible Department
This item is submitted by Deputy City Manager Karen Peters and the Water Services Department.
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
METERING SERVICES, INC.

EXHIBIT B
Scope of Work

PROJECT

Contractor shall provide as needed services as outlined in the Scope of Work for contract 147870--0, On-site Testing and Repair of Large Water Meters.
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
METERING SERVICES, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation shall be made as outlined in contract 147870-0, Onsite Testing and Repair of Large Water Meters.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $n/a annually or $350,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION
4. CATALOG AND PRICE LISTS

Contractor must provide with its submittal the date of the current manufacturer’s price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. WSD’s Procurement Division must be informed 30 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City’s terms and conditions specified herein. All invoices must include the manufacturer’s part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer’s documented price listing for any item(s) invoiced.

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<td></td>
<td></td>
<td><strong>$277,660.00</strong></td>
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| 8       | Parts                                           |                     | MSRP, 0% Discount |                |

Solicitation Number RFP 1718-WDD-11