



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

NESCON, LLC
PM-10 COMPLIANT STREET SWEEPER

This Linking Agreement for Cooperative Purchase (this “**Agreement**”) is made and entered into on _____, 2024 (the “**Effective Date**”), by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and Nescon, LLC, a limited liability company authorized to do business in Arizona (the “**Contractor**”), whose principal place of business is located at 4638 E. Ingram Street, Mesa, AZ 85205. The Town and Contractor are the only parties to this Agreement; they are each individually a “**Party**,” and together they are the “**Parties**.”

RECITALS

- A. On August 19, 2022, after a competitive procurement process, the City of Tempe entered into Contract No. T23-003-01 with the Contractor (the “**Base Agreement**”) to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.
- B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.
- C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

- 1. Scope of Work; Terms, Conditions, and Specifications.
 - 1.1. The Contractor shall provide the Town the goods and/or services, generally described as a PM-10 compliant street sweeper, and more particularly identified in the X-Broom Quote 2502 (the “**Scope of Work**”) attached hereto as **Exhibit B** and incorporated herein by reference.
 - 1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in

Exhibit C. For the purposes of this Agreement, all references to the City of Tempe in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

- 1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
- 1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the pricing set forth in **Exhibit B**. The total compensation for the street sweeper purchased under this Agreement shall not exceed **\$384,660.85**.
3. Contract Term and Renewal.
 - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 18, 2024, unless terminated, canceled, or extended as otherwise provided in this Agreement.
 - 3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.
 - 3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.
8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.
9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.
10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.
11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

Andrew Ching, Town Manager

NESCON, LLC
an Arizona limited liability company:

By: Daniel Clemons

Name: Daniel Clemons

Title: Sales Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

NESCON, LLC
PM-10 COMPLIANT STREET SWEEPER

**EXHIBIT A
BASE AGREEMENT**

(See attached: Contract #T23-003-01 (Street Sweepers), August 19, 2022)



REQUEST FOR PROPOSAL

RFP# 23-003 STREET SWEEPERS

RFP ISSUE DATE:
JUNE 1, 2022

DEADLINE FOR INQUIRIES/QUESTIONS:
JUNE 16, 2022 AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
JULY 5, 2022, 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
ERIC KRAENZLE, C.P.M.
eric_kraenzle@tempe.gov
PHONE: 480-350-8548

SUBMITTAL LOCATION: Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address:
Bids@tempe.gov

No hard copy proposals will be accepted at this time.

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General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe (“City”) in the sequence specified herein, on the forms attached hereto, including Vendor’s Offer.
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. “City” means the municipal corporation of the City of Tempe, Arizona.
- B. “Code Governance” means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. “Contract” means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.
- D. “Contractor” means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. “Offer” means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. “Offeror” means a business, entity or person who submits an Offer in response to a competitive solicitation.
- G. “Public Record” means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. “Purchase Order” means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. “Request for Proposal” means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third-party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

General Instructions

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.
20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at salestax@tempe.gov
21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

General Instructions

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered. **It is critical to not wait until the last minute to press the send button for your submittal**
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.
 - A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
 - B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
 - C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

Standard Terms and Conditions

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

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
 - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

Standard Terms and Conditions

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

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11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe.
In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/business/purchasing/save> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

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- ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;
 - iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,
 - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
- i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
 - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
- C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
- D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
- E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

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18. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - B. Force majeure shall not include the following occurrences:
 - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
 - C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.
20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

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22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
- City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280
- [Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]
- Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.
26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

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29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

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38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and
 - C. All services will be performed in a good and workmanlike manner. Contractor’s warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City’s satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

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43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Delivery:** Delivery is an important consideration and shall be considered a material factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Offeror must expressly state any variations in delivery time by item.
7. **Delivery & Payment Discount:** Offeror must indicate promised delivery schedule and payment terms on the Price Sheet.
8. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed.
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accordance with the specifications stated in the Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with specifications stated in the Request for Proposal.
9. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve months from the date of the last approved price increase.

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- B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
- C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
10. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
11. **Turnaround Time:** Offeror must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request for Proposal. Turnaround time is defined as the time frame beginning with the Contractor being notified of a need by the City and ending with the delivery of the work in completed form back to the City within the specified time. Proposal shall provide any required pick-up and delivery as part of the proposed price response to the City.
12. **Change Order:** The Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's proposal and price response.
13. **Brand Name or Equal Specifications:** When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purposes of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If an Offeror wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Offeror. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
14. **Warranty:** Each proposal must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
15. **Minimum Warranty Period:** All equipment supplied under this resultant Contract shall be fully guaranteed by the Contractor for a minimum period of twelve-months 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.
16. **Descriptive Literature:** Offeror shall provide the City with complete manufacturers' descriptive literature regarding the materials, equipment, or products proposed to be furnished under the Contract. Literature shall be provided in sufficient detail so as to provide the City with full and fair evaluation of the proposal. Failure to include required information or insufficient information may result in the Offer being rejected.
17. **Demonstration Models:** Demonstration units of the equipment offered must be available in the Tempe geographic area. The Procurement Office may arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.
18. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production shall have been formally announced for general marketing purposes shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this

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solicitation. Enhancements to established products need not necessarily comply with this clause and will be reviewed on individual merits.

19. **Product Discontinuance:** The City may award Contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued;
 - B. Documentation from the manufacturer that names the replacement product or model;
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
20. **Manufacturer's Representative:** Offerors or dealers submitting a proposal as a manufacturer's representative must supplement the proposal with a letter from each manufacturer involved, certifying that the Offeror is a bona fide dealer for the specific equipment presented, that Offeror is authorized to submit proposal on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations pursuant to the Contract, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the Contract term and any renewal term(s).
21. **Maintenance Service:** Contractor covenants and agrees to maintain the equipment set forth in the Request for Proposal, or alternatively, warrants that the equipment manufacturer will maintain the equipment acquired under the Contract in good working order and in accordance with the manufacturer's official published specifications and any other specifications set forth herein. Additional terms and conditions applicable to maintenance of the equipment may be specified in a separate maintenance agreement between the City and the Contractor or equipment manufacturer. In no event shall the provisions of such separate agreement supersede the provisions of the Contract.
22. **Installation and Training:** The Contractor shall install the equipment and provide training to City personnel to ensure proper operation and utilization. Necessary manuals shall be furnished to the City for each piece of equipment at no cost to the City.
23. **Training Statement:** Each proposal shall include a complete statement of the training that shall be provided by the Contractor for equipment supplied.
24. **Training and Materials:** Contractor will provide the training and materials as specified in the Request for Proposal. Charges may be made for such services as specified in the Contract.
25. **Insurance:**
- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein.

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In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

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

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

a. Commercial General Liability

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

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

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

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

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

c. Automobile Liability

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

- C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the

Special Terms & Conditions and Instructions

naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

- D. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
 - E. **Primary Coverage:** Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
 - F. **Claim Reporting:** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
 - G. **Waiver:** The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
 - H. **Deductible/Retention:** The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
 - I. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. **Copies of Policies:** The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
26. **Liquidated Damages:** Delivery time is a critical factor for this procurement. Firms will indicate their best delivery time to deliver the item(s) specified. Since delivery time will be scored in relation to the responding field and since delivery is an important factor for this procurement, the City will apply liquidated damages to the awarded firm's Contract in order to ensure timely follow-through and performance. Liquidated damages will not be assessed in the form of a penalty but will be assessed as a means to cover costs that might be incurred due to the failure of the Contractor to deliver within the agreed to time-frame. The City will assess a deductive value of \$100.00 per calendar day for every day beyond the committed due date.

Scope of Work

The Maricopa Association of Governments (MAG) received notification from the Arizona Department of Transportation (ADOT) that the transposition of federal Congestion Mitigation and Air Quality Improvement (CMAQ) funds for MAG Highway User Revenue Funds has been completed for the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2022.

Eligible street sweepers are defined as those which have been certified by the South Coast Air Quality Management District (SCAQMD) as meeting the SCAQMD Rule 1186 certification standards. The most recent list of Certified Street Sweepers Under SCAQMD Rule 1186 is dated August 27, 2021. See attachment A *South Coast Air Quality Management District Certified Street Sweepers under South Coast AQMD Rule 1186*

The City of Tempe (City) is issuing this Request for Proposal to establish a two-year contract with three one-year renewal options for the purchase of two (2) **single engine PM-10 compliant street sweepers**. Purchase orders will be issued immediately upon award of this contract.

It is preferred that the successful contractor have a local facility for warranty and maintenance repair work with factory-trained personnel on staff to perform such work.



Specifications

“Return this Section with your Response”

The following are the preferred minimum specifications for the street sweepers. Any exceptions to the stated specifications must be explained. Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing a vehicle with all necessary components, accessories, controls, technical advice and supervision for efficient operation.

All specifications are preferred unless noted otherwise. The decision to accept or reject the vendor offered substitution is at the sole discretion of the City of Tempe. Sweepers must be Rule 1186; PM-10 compliant.

I. Cab and Chassis		Vendor Response		
Cab		Yes	No	Exception
1.	2 door—not less than 33,000 GVWR – with dual operator controls. Conventional cab Specify Manufacturer Freightliner Specify Model M2 106 Specify Warranty Freightliner Warranty Coverage included	✓		
2.	Dual steering shall include right and left steering wheels, brake and throttle pedals, dual turn signal controls and tilt/telescopic adjustment.	✓		
3.	Dual windshield wipers and washers	✓		
4.	Dual sun visors	✓		
5.	Door windows shall be power assisted with controls easily accessible to the driver from either driving position	✓		
a	Motors shall be mounted inside the door and shall not protrude past door panel	✓		
6.	Dual 6” x 16” west coast mirrors with 8” convex mirror mounted at base of frame	✓		
7.	Factory installed heater and defroster	✓		
8.	Factory installed air conditioner	✓		
a	Air conditioning to be of sufficient size and rating for use in ambient temperatures of up to 120 degrees Fahrenheit. All repair components to be available locally	✓		
9.	Tinted safety glass	✓		
10.	All windows, excluding windshield, to be covered with the darkest available high performance metalized film (compliant with local legal requirements)	✓		
11.	Seats are to be equipped with lumbar support and cloth covered	✓		
12.	12-volt power accessory receptacle within easy access of driver from either driving position – minimum 15-amp rating.	✓		
13.	Instruments for both right and left steer positions – Fuel, voltmeter, oil pressure, air pressure, water temperature, tachometer, transmission temperature, speedometer & DEF fluid level (if DEF is needed)	✓		
a	Each gauge shall be independently wired and grounded. Units with “Smart Gauges” will not be accepted unless software, hardware and training is provided to allow the City the ability to reprogram and reset gauges.	✓		
14.	LED chassis lighting package	✓		
15.	Radio – AM/FM/CD	✓		

Specifications

16.	Color – manufacturer's standard white (Dupont Imron or equal)	✓		
Chassis		Vendor Response		
		Yes	No	Exception
1.	GVRW – minimum 33,000 pounds	✓		
2.	Wheelbase, cab to axle and overhand shall meet respective body manufacturer's requirements. It is the vendor's responsibility to design the unit and guarantee legal load limits and weight distribution using average weights under normal conditions.	✓		
3.	Frame rails – high alloy steel, "C" channel, 80,000 psi yield strength, RBM is 1,000,000 or greater	✓		
a	No welding of frame rails or cross members	✓		
b	No drilling of frame rails	✓		
4.	Back up alarm – Ecco 210 or approved equal	✓		
5.	Heavy duty front bumper with frame mounted tow hooks	✓		
6.	Front Axle – 10,000 pound minimum	✓		12,000lb Front Axle
7.	Front Suspension – 10,000 pound tapered leaf with shock absorbers	✓		
8.	Rear Axle – 23,000 pound minimum	✓		
9.	Rear Suspension – Air preferred	✓		
10.	Rear End – two speed	✓		
11.	Brakes – dual circuit anti-lock, air	✓		
a	S cam actuators with automatic slack adjuster required	✓		
b	Air dryer with replaceable cartridge shall be included – spin on preferred	✓		
c	Air system to have air coupling or stem valve to allow pressurization of system from an outside source	✓		
d	Air tanks shall be plumbed to allow manual draining without getting under the vehicle	✓		
12.	Parking Brake – air activated; spring loaded	✓		
13.	A means for towing vehicle with wrecker must be provided. Pick up loops or eyes on front of vehicle strong enough to tow the vehicle with the front wheels off the ground. Must have a front bumper.	✓		
14.	Hydraulic power steering with reservoir mounted to allow checking and filling from ground level	✓		
15.	Tires – radial tubeless with standard highway tread	✓		
	Please state the tire size and ply rating of the front tires			11R22.5 / 14 Ply / Load Range G
	Please state the tire size and ply rating of the rear tires			11R22.5 / 14 Ply / Load Range G
16.	Wheels – Steel disc, 10-hole hub	✓		
Transmission		Vendor Response		
		Yes	No	Exception
1.	Allison automatic – 3500 RDS, 5 speed	✓		
a	Push button selector	✓		
b	Filter – spin on, located conveniently for service	✓		
c	Transmission oil to air cooler	✓		
2.	Transmission Must be supplied from the factory with Allison approved Transynd synthetic fluid	✓		
3.	Allison DTC 5-year extended warranty to be included	✓		
4.	State operating speeds			

Specifications

	Driving	0-75 MPH			
	Sweeping	No limit on sweeping speed. 0-10 MPH recommended.			
Engine			Vendor Response		
			Yes	No	Exception
1.	EPA compliant electronically controlled, water cooled, 4 cycle diesel engine.		✓		
	State Manufacturer	Cummins			
	State Model	L9			
	State Horsepower	300			
2.	Engine shall be capable of operating on B-20 bio-diesel without impacting engine performance or warranty		✓		
3.	It is required that engine, injectors, fuel pump and turbo be warranted for 5 years/100,000 miles with no deductible		✓		
4.	Air Cleaner – dry type – dual element		✓		
5.	Oil Filter – full flow, spin-on		✓		
6.	Cooling system must have the largest capacity available from manufacturer with coolant recovery system. Manufacturer must state that cooling system will keep the engine at normal operating temperature in very dusty conditions and in temperatures that can reach 120 degrees Fahrenheit.		✓		
	a	Metal surge tank preferred		✓	Plastic Surge Tank
	b	If plastic tank is used, it must be warranted for a minimum of five years for workmanship, cracks, leaks or sun damage	✓		
	c	Require hoses (radiator, by-pass and heater) Gates Blue Stripe	✓		
	d	Hose clamps to be worm drive compatible with silicone rubber	✓		
7.	Engine supplied with high quality fuel filtering system to remove all impurities, including water, from the fuel with spin on filter.		✓		
8.	Fuel Tank Capacity – 45 gallon preferred		✓		
	State tank capacity	50 Gallon			
9.	Engine alarm and shutdown system for high water temperature and low oil pressure. System must be OEM approved.		✓		
10.	Alternator – 12 volt Delco HD 130 amp minimum, or approved equal		✓		
	State alternator amperage	130 Amp			
11.	Batteries – 12-volt low, or maintenance free, 750 CCA minimum		✓		
12.	Cables professionally formed and routed with the shortest cable possible to reduce voltage drop and amp loss		✓		
13.	Batteries housed in covered container that is resistant to corrosion and easily accessible for servicing		✓		
14.	Exhaust – vertical only		✓		
II	Sweeper – PM-10 Compliant				
Debris Hopper			Vendor Response		
			Yes	No	Exception
1.	Capacity – approximately 6 cubic yards volumetric		✓		
	State Capacity	6 Cubic Yards			
2.	Capacity – approximately 4.5 cubic yards material volume		✓		
	State Capacity	5 Cubic Yards Useable Volume			
3.	Hydraulic dump with direct acting cab mounted controls		✓		

Specifications

4.	Dump height at bottom of discharge door – 138” minimum	✓		
	State Dump Height 140”			
5.	Lift capacity approximately 14,000 lbs.	✓		
	State lift capacity 15,000lbs.			
6.	Hopper inspection door equipped	✓		
Gutter Brooms		Vendor Response		
		Yes	No	Exception
1.	Two – one left hand and one right hand	✓		
2.	Sweeping width of brushes to be adjustable from inside cab with a total reach of approximately 144”	✓		
3.	Brushes to be approximately 46” diameter steel wire with steel disc wear edge	✓		
	State diameter of brushes 46”			
4.	Reversible, variable speed hydraulically driven, speed independent of vehicle	✓		Applicable to all with the exception of reverse function
5.	Free floating with full sideways oscillation and adjustment, tilt to be adjustable by operator from the operator’s station in the cab	✓		
6.	Lateral and vertical positioning of each broom	✓		
7.	Down pressure shall be adjusted from cab	✓		
8.	Gutter brooms shall be independently controlled	✓		
9.	Both brooms shall have tilt capability from inside the cab while in operation	✓		
10.	Each gutter broom shall have independent adjustment for pattern and wear compensation	✓		
11.	Gutter broom linkages shall utilize greaseless type bushing/bearings with stainless steel pins	✓		
Pick-up Broom		Vendor Response		
		Yes	No	Exception
1.	Steel core – approximately 60” length	✓		
	State Length of broom 60”			
2.	Filled diameter – approximately 36”	✓		
	State diameter of broom 36”			
3.	Speed independent of vehicle speed	✓		
4.	Hydraulic drive motor. Interchangeability of hydraulic motors is preferred	✓		
5.	Full-floating	✓		
6.	Pneumatic direct action, lift control	✓		
7.	Self-aligning sealed anti-friction bearings	✓		
8.	Automatically adjusting system to compensate for road variations	✓		
Debris Conveyor		Vendor Response		
		Yes	No	Exception
1.	Elevator bottom – abrasive resistant, replaceable steel plate (bolt in 2 piece)	✓		
2.	Speed independent of vehicle speed both forward and reverse	✓		
3.	Hydraulic drive motor. Interchangeability of hydraulic motors is preferred	✓		
4.	Elevator stall warning device – dash mounted	✓		
5.	Hydraulic drive elevator with rubber belts and replaceable squeegee bars.	✓		
6.	Conveyor width to match pick-up broom	✓		
7.	Conveyor located to feed from behind hopper	✓		

Specifications

8.	Elevator flush system designed to insure complete cleaning of elevator.	✓		
9.	Two-way valve connected to hydrant hose – one position fills water tank, other position operates elevator flush	✓		
M33 Constant Pressure Water System		Vendor Response		
		Yes	No	Exception
1.	Tank – approximately 300 gallon capacity with removable manhole cover for cleaning of tank	✓		
	State size of tank 300 Gallon			
2.	Tanks shall be 100% rustproof	✓		
3.	Electric diaphragm pump(s)	✓		
4.	Pumps shall be designed in a way that, should pumps be run dry, no damage will occur	✓		
5.	Dust suppression water spray nozzles – unit shall have the minimum the number of nozzles required for SCAQMD Rule 1186 certification	✓		
6.	15 feet of 2-1/2" NSF 61 hose with NST hydrant coupling and wrench	✓		
7.	Non corrosive fittings	✓		
8.	Water strainer with filter. Strainer to be located in system to prevent contaminants from entering water pumps or valves. Strainer shall be easily cleaned.	✓		
9.	Front spray bar required with on-off controls in cab	✓		
Hydraulic System		Vendor Response		
		Yes	No	Exception
1.	System shall be adequate for use within the design requirements of the sweeper	✓		
2.	Pumps shall be PTO driven, load sensing, pressure compensating that only provide flow and pressure when system functions are utilized	✓		
3.	System shall include a 40 gallon reservoir (minimum) with fluid level and temperature gauge.	✓		45 Gallon
4.	Low hydraulic level indicator in cab	✓		
5.	System shall incorporate a suction strainer and replaceable 10 micron return filter		✓	Recommended by hydraulic pump manufacturer to not have a suction strainer to reduce the potential of damage to hydraulic pumps caused by pump starvation and cavitation. 10 Micron return filter is equipped
6.	Thermostatically controlled, electric powered, air to hydraulic oil cooler	✓		
7.	Gauges for each pump within easy view of the operator – (behind cab)	✓		
8.	There shall be pressure tap ports at all necessary points in the system for diagnosis	✓		
Electrical/Control System		Vendor Response		
		Yes	No	Exception
1.	All sweeping functions to be controlled by center mounted control box with pivoting/height control	✓		
2.	Start/Stop master switches to control sweep operation including: raise & lower brooms, start & stop motor, start & stop dust suppression	✓		
3.	Control box to be located to provide easy access for service work and operator access	✓		
Lighting		Vendor Response		
		Yes	No	Exception
1.	All lighting shall be DOT approved and meet DOT safety requirements including combination stop and tail lights, backup lights, sealed multiple beam headlights, high beam	✓		

Specifications

	– low beam switch, adjustable side broom and main broom spotlights, clearance and running lights, front parking and signal lights, four way flashers, dome light, illuminated gauges and instrument panel, illuminated rocker switches, self-canceling directional signals and hazard switch.			
2.	Tail, turn and brake lights to be LED	✓		
3.	Four way flasher system mounted separately from the driving light system	✓		
4.	Arrowboard – Whelen model TA-1652L or approved equal with LED lights	✓		Integrated Arrow Board
5.	Hopper mounted, amber, high power (2.3 million candlepower) Strobe, 60 flasher per minute. Strobe shall have a protective guard to prevent impact damage	✓		
6.	Two work lights mounted on the hopper to illuminate the dump area	✓		
7.	Two flashing amber lights, LED, mounted on the rear of the hopper	✓		
8.	There shall be a floodlight that illuminates each gutter broom area as well as the left and right end of the rear broom	✓		
Painting		Vendor Response		
		Yes	No	Exception
1.	Complete unit shall be cleaned of all dirt and grease, all weld slag removed and then sand blasted	✓		
2.	Finish shall be white to match cab color	✓		
3.	City prefers powder coat finish with a minimum 4 mil thickness	✓		
	a Specify the type of finish you will provide			
Manuals – Cab and Chassis		Vendor Response		
		Yes	No	Exception
1.	The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	✓		
2.	If online manuals are not yet available, digital versions can be substituted, however, they must be in PDF format. PDF manuals must be searchable by item/topic.	✓		
	a Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provided the ability to copy the manuals for use at multiple locations.	✓		
3.	Service Manuals – to include comprehensive hydraulic and wiring schematics	✓		
	a Chassis	✓		
	b Engine	✓		
	c Transmission	✓		
	d ABS	✓		
	e Body	✓		
4.	Parts Manuals	✓		
	a Chassis	✓		
	b Engine	✓		
	c Transmission	✓		
	d ABS	✓		
	e Body	✓		

Specifications

5.	Operators manual – two (2) – to be supplied with each unit	✓		
Manuals – Sweeper Unit		Vendor Response		
		Yes	No	Exception
1.	The preferred medium for manuals is a web based platform. Vendors shall provide (at no cost to the City) access to all online manuals, including updates, for the lifecycle of the unit, or ten years, whichever comes first.	✓		INCLUDED
2.	If online manuals are not yet available, digital versions can be substituted, however, they must be in PDF format. PDF manuals must be searchable by item/topic.	✓		
a	Must be capable of being installed on a shared drive for access at multiple locations without using the CD, or provided the ability to copy the manuals for use at multiple locations.	✓		
3.	Service Manuals – to include comprehensive hydraulic and wiring schematics	✓		
a	Body	✓		
b	Hydraulics	✓		
4.	Parts Manuals	✓		
a	Body	✓		
b	Hydraulics	✓		
5.	Operators manual – two (2) – to be supplied with each unit	✓		
Training		Vendor Response		
		Yes	No	Exception
1.	On site factory authorized operator training for each vehicle delivered. Operator training shall be scheduled at the convenience of the City of Tempe personnel	✓		
2.	Vendor familiarity training for maintenance and repair of the vehicle. Can be utilized at Tempe's option up to 1 year from vehicle delivery.	✓		
Miscellaneous		Vendor Response		
		Yes	No	Exception
1.	Sweeper must be PM-10 compliant	✓		
2.	Data label shall be affixed to the vehicle that lists all fluid capacities, fluid type and grease points	✓		
3.	MCO supplied at time of delivery is required	✓		
4.	A minimum of 4 sets of keys shall be supplied a time of delivery	✓		
5.	Dual camera hopper and backup	✓		

Proposal Questionnaire

“Return this Section with your Response”

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

1. Provide the address of the facility that will supply the street sweepers.

Nescon, LLC
4638 E Ingram St
Mesa, AZ 85205

2. Provide the address of the facility that will provide service, warranty work and parts.

Nescon, LLC
4638 E Ingram St
Mesa, AZ 85205

3. If you do not have a local facility, describe in detail how you will supply these services.

N/A

4. Provide information on parts inventory levels for both the Cab and Chassis and Sweeper unit. Only provide inventory levels for stocking in the Phoenix area.

All sweeper component parts are kept in stock at our Mesa, AZ facility. Ready to deliver, pick up or ship same day if needed. Cab and chassis parts are provided through Velocity Vehicle Group.

5. Describe your company and its history.

Nescon, LLC has been manufacturing the XBroom for over a decade. We started as a milling and paving contractor and found that the sweepers made by different manufacturers were not producing like we needed them to. So we designed our own street sweeper that could handle the rigors of daily use behind a mill. The XBroom has grown to the product it is today based on the simplicity of maintenance and operation as well as our best in class customer service and support. The XBroom is a sweeper designed for the operator, by operators.

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

Name	Phone	Cell Phone	E-Mail
Daniel Clemons	480-505-0001	480-572-2387	danielc@nescon.co
William Conklin	480-505-0001	952-250-4531	willc@nescon.co

7. Do you have factory-trained personnel on site to perform installation, maintenance and repair on the equipment you are offering?

Factory trained personnel are available 24/7 for troubleshooting, installation, maintenance and repair either in person or over the phone.
Free of charge.

Proposal Questionnaire

“Return this Section with your Response”

8. What is the delivery time ARO for the sweepers you are offering. The City requests a delivery date of both sweepers by January 31, 2023. Agreement to delivery timeline is part of the evaluation criteria, therefore, your answer to this question will affect overall scoring.

Lead time, in weeks, after receipt of order. 14

9. The City derives the highest level of value when vehicles are operating within design parameters and available for service when needed, therefore, warranty work is a critical factor for this procurement. To ensure timely follow through and performance of the awarded vendor the City will bill vendors for lost productivity of units when warranty work is not completed within the timelines as established by this RFP. Liquidated damages will not be assessed in the form of a penalty but will be assessed as a means to cover costs that might be incurred due to the failure of the Contractor to perform.

Damages will be assessed as follows – time will begin when the awarded firm is notified of a warranty issue.

Working Days	Assessment Amount	Maximum Cost from date of notification
0 to 5	\$ 0.00 per day	\$ 0.00
6 to 10	\$ 50.00 per day	\$ 250.00
11 to 15	\$ 100.00 per day	\$ 750.00
16 to 20	\$ 150.00 per day	\$ 1,500.00
21 and above	\$ 200.00 per day	Cannot be determined

The City realizes that there may be circumstances which prevent the awarded vendor from completing repair work and returning a vehicle to the City within the time limits specified. In these cases, the City will review the circumstances surrounding the repair delay. If it is determined, at the sole discretion of the City, that the delay is unpreventable, the liquidated damages assessment will be waived.

Do you understand and accept these conditions?

Yes No

10. Will bidder meet or exceed the City's specifications?

Yes No

If No, explain below

Proposal Questionnaire

“Return this Section with your Response”

11. Do you provide, at no cost, human based technical support for the **cab and chassis** to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.

Yes No

If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.

Technical support for the cab and chassis provided by us through Velocity Vehicle Group. Available during normal business hours.

12. Do you provide, at no cost, human based technical support for the **sweeper body** to assist with diagnosis of problems for service technicians? This service must be available for the lifecycle of the unit or 10 years, whichever comes first.

Yes No

If yes, provide information explaining the working of the program, the level of support provided and hours the service is available.

Support for the sweeper body will be provided by us, the manufacturer, for the life of the vehicle. We are available at any time for on-site or over the phone support for diagnosis and troubleshooting issues.

13. Do you have a demonstration model of the equipment you are offering available for review? The City does not intend to run the vehicle in collection service.

Yes No

14. Do you agree to the Terms and Conditions of this RFP?

Yes No

If No, explain below

15. List three (3) governmental or large corporate references for which you have provided similar equipment and services.

Firm or Organization	Contact Name	Phone Number
City of Chandler	Corey Hillman	480-276-4925/480-415-5203
City of Prescott	Tiffany Gillo	928-777-1126
City of Mesa	Chris Jack	480-644-4468

Proposal Questionnaire

“Return this Section with your Response”

16. State the Make and Model of the sweepers that are being offered.

Make XBroom

Model M33

17. Does the proposed make/model sweeper meet the South Coast AQMD Rule 1186 certification standards?

Yes No

18. Please include all descriptive / technical literature for the units offered.

Yes No

Evaluation Criteria

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

Evaluation Process

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

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

	Award Criteria	Weight	X	Rating	=	Points
1.	Cost (vehicle, options/features, diagnostic tools, training cost)	25	X	_____	=	_____
2.	Specifications (delivery, maintenance, specifications & options)	30	X	_____	=	_____
3.	Local parts inventory, warranty and service availability (or acceptable alternative)	25	X	_____	=	_____
4.	Training (manuals, operator training, diagnostic tools and software)	15	X	_____	=	_____
5.	Overall Responsiveness to RFP, composition and completeness and complying with City Terms and Conditions of RFP	5	X	_____	=	_____
				Total	=	_____

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

Scoring

<i>Outstanding</i>	9 - 10
<i>Good</i>	6 - 8
<i>Average</i>	3 - 5
<i>Poor</i>	1 - 2
<i>Not Addressed or Unacceptable</i>	0

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

Pricing Section

“Return this Section with your Response”

Pricing must be inclusive of all costs including, but not limited to, labor, equipment, travel time, mileage, etc. The City will not pay for any surcharges

Item	Description	Qty	Unit Price	Extended Price
Street Sweeper, Single Engine – Broom Type				
	Make <u>XBroom</u> Model <u>M33</u>	2	\$ <u>316,363.62</u>	\$ <u>632,727.24</u>
Options				
1.	Upgrade to disk brakes	2	\$ <u>3,000</u>	\$ <u>6,000</u>
2.	Exterior engine hour meter readable from ground level, engine oil pressure activated	2	\$ <u>N/A</u>	\$ <u>N/A</u>
3.	Upgrade cab and chassis to Compressed Natural Gas (CNG) powered (45 DGE)	2	\$ <u>65,000</u>	\$ <u>130,000</u>
4.	Cab and chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first must be supplied. Indicate software to be included below – indicate if included or needed in the column to right	2	\$ <u>7,500</u>	\$ <u>15,000</u>
		Yes	No	Not Required
	a Engine diagnostic software and cables	✓		
	b Transmission diagnostic software and cables	✓		
	c anti-lock brake diagnostic software and cables	✓		
	d Chassis diagnostic software and cables	✓		
	e Regenerative exhaust system diagnostic software and cables	✓		
	f Other diagnostic software and cable to be supplied – list below			✓
5.	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first must be supplied. Indicate software to be included below – indicate if included or needed in the column to right	2	\$ <u>N/A</u>	\$ <u>N/A</u>
		Yes	No	Not Required
	a Body diagnostic software and cables			✓
	b Other diagnostic software and cable to be supplied – list below			✓
6.	Service Technician Training – per person			
	a Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>0</u>	\$ <u>0</u>
	b Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>0</u>	\$ <u>0</u>
	c Factory authorized maintenance and repair training for chassis. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>0</u>	\$ <u>0</u>
	d Factory authorized maintenance and repair training for sweeper unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>INCLUDED</u>	\$ <u>INCLUDED</u>

Pricing Section

“Return this Section with your Response”

Item	Description	Qty	Unit Price	Extended Price
7.	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on the body	2	\$ <u>INCLUDED</u>	\$ <u>INCLUDED</u>
8.	List any discounts off total listed price, if offered in percentage.		N/A	N/A
9.	List any discounts on future repair services, if offered in percentage.		N/A	N/A
10.	List any discounts on future repair parts needed to maintain this piece of equipment, if offered in percentage.		N/A	N/A
11.	Provide any list / discounts of possible future products, features, or equipment that may be purchased in percentage. Please list those items below or state discount by OEM / Source.		N/A	N/A
	a			
	b			
	c			
	d			
	e			
	f			
	g			

* Applicable Tax 8.3 % *Tax Included in Unit price. Additional options are subject to tax.

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

Less prompt payments discount terms of 0 % 0 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

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

Invoices shall include:

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

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

Accounting Contacts:

Carey Alf
 Carlene Foster
 Yesenia Loredo-Flores

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

Vendor's Offer

“Return this Section with your Response”

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned “Vendor’s Offer”, late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: Nescon, LLC

Company Purchase Order Mailing Address:

Street Address: 4638 E Ingram St

City, State, Zip: Mesa, AZ 85205

Contact Person: Daniel Clemons Phone Number: 480-505-0001

E-mail Address: danielc@nescon.co Cell Number: 480-572-2387

Remit to Information

Company Name (as it appears on invoice): Nescon, LLC

Company Payment Remit to Address:

Street Address: 4638 E Ingram St

City, State, Zip: Mesa, AZ 85205

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: N/A

Payment Options

Will your company accept the City's Master Card for payment? Yes No

Will your company accept Payment via ACH (Automated Clearing House) for payment? Yes No

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

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

Daniel Clemons
Signature of Authorized Offer

6/30/2022
Date

Daniel Clemons
Print or Type Name of Authorized Individual

Sales & Marketing Manager
Title of Authorized Individual

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

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

Sec. 2-601. Policy.

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

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

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

To be completed by responding company and returned with submittal:

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

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

Anti-Discrimination Policy



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

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

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

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

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

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

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

Signature

Date: _____

Print Name

Title

Company

Supplier Sustainability Questionnaire

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

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	N/A
2.	What is your company doing to be more energy efficient?	Nescon, LLC has invested in a large solar structure consisting of 216 solar panels that significantly decrease our grid energy consumption. This is only one of the many steps we have taken to be a more energy efficient business
3.	What is your company doing to reduce greenhouse gas emissions?	Nescon, LLC uses only the most up to date and energy efficient equipment and tools in our manufacturing process.
4.	What is your company doing to reduce waste transferred to landfills?	We re-use and repurpose cardboard boxes and packing materials to package new parts orders to customers all around the world.
5.	What is your company doing to reduce water waste?	In the last few years we have updated all of the fixtures within our building to the latest efficiency standards.
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (<i>such as cleaning products, etc.</i>)?	N/A
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	Absolutely. We are constantly sourcing our components from new suppliers, intaking raw materials and both major and minor parts for our equipment for analysis and comparison of cost and component availability.
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	Yes. Our Sweepers are PM-10 certified and compliant.

Supplier Sustainability Questionnaire

INCLUDED

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	N/A
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	Absolutely. Major components from our equipment can be refurbished and repurposed for use many times over.
3.	Does the product being offered include any recycled materials? If yes, please explain.	All of the steel used on the sweeper body upfit consists of up to 90% recycled material.
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	Packaging materials from inbound components are repurposed and recycled to be used for outbound product shipment.
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	Whenever available we use recycled cardboard, paper and pallets.
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	Currently in process.
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	Nescon, LLC as a leader in manufacturing has a goal to provide the most efficient equipment possible. From fabrication, to assembly, to the operation of the sweeper.

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

Greenhouse Gas Calculators:

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

Sustainable Packaging:

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

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

Cleaning Products:

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

Tool to Measure and Track your Waste and Recycling:

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

Water Conservation:

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

Supplier Sustainability Questionnaire

Checklist for Submittal

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

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

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

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

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

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a.	Signed and Completed Vendor's Offer Form	✓
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above. <u>It is critical to not wait until the last minute to press the send button for your submittal</u>	✓
3.	Proposal Questionnaire	✓
4.	Pricing Section	✓
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
6.	If company has 15 or more employees include a copy of its anti-discrimination policy	✓
7.	Signed Addenda (if applicable)	
8.	Supplier Sustainability Questionnaire	✓
9.	Include all descriptive / technical literature for the units offered. Q18, P33	✓

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



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 www.aqmd.gov

CERTIFIED STREET SWEEPERS UNDER South Coast AQMD RULE 1186 (AS OF AUGUST 27, 2021)

South Coast AQMD Rule 1186 requires local governments within the South Coast Air Quality Management District (see Figure below) to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186).

Various South Coast AQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information.

The South Coast AQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. Enclosed is a list of equipment that has met the Rule 1186 certification standards. (The equipment may either be new or upgraded to meet certification specifications). Questions on equipment capabilities and options should be directed to your local distributor and/or the manufacturer. Questions regarding the Rule requirements can be directed to Area Sources, at (909) 396-2390, or areasources@aqmd.gov.



Cleaning the air that we breathe...

* Additional sweepers may be certified based on future tests. You can call 1 (800) CUT-SMOG or visit www.aqmd.gov for the most recent list of Rule 1186 certified equipment.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021



THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST

MAKE*	MODEL*	DUST CONTROL SYSTEM*
CHALLENGER MANUFACTURING	CHALLENGER	<ul style="list-style-type: none"> THREE (3) 0.03 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM FOUR (4) 0.03 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR WATER PUMP TO PROVIDE 25 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION; MAXIMUM OF 45 POUNDS PER SQUARE INCH
CURBTENDER* (*formerly Wayne Sweepers)	CENTURION	<ul style="list-style-type: none"> SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM (GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS) THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR 300 GALLON WATER TANK WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE SINGLE FAN VACUUM SYSTEM GLAZED, POLYESTER FILTER SYSTEM (MAINTAINED TO ENSURE PROPER INTEGRITY)

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL*	DUST CONTROL SYSTEM*
CURBTENDER* (*formerly Wayne Sweepers)	GLADIATOR	<ul style="list-style-type: none"> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
CURBTENDER* (*formerly Wayne Sweepers)	WARRIOR	<ul style="list-style-type: none"> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	AIR CUB (LX/DX) CROSSWIND FURY	<ul style="list-style-type: none"> DIAMOND GRID DUST SEPARATION SCREEN LOUVERED CENTRIFUGAL DUST SEPARATOR ONE (1) 0.06 INCH DIAMETER ORIFICE NOZZLE CENTRALLY LOCATED ABOVE FAN INLET IN THE HOPPER TWO (2) 0.047 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE FOUR (4) 0.051 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	CROSSWIND J	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	REGENX RM	<ul style="list-style-type: none"> • DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE

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Attachment A

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)
 RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021**



THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST

MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	PELICAN P & S PELICAN S E (WET SUPPRESSION)	<ul style="list-style-type: none"> FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	PELICAN P (WATERLESS SUPPRESSION)	<ul style="list-style-type: none"> GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM ONE OR TWO CENTRIFUGAL DUST EVACUATION FAN(S) TO PROVIDE SUBSTANTIALLY SIMILAR AIRFLOW WITHIN A NORMAL OPERATING RANGE SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST REMOVAL
ELGIN	PELICAN P (COMBINATION)	<ul style="list-style-type: none"> ALL OF THE FEATURES OF THE WET AND WATERLESS SUPPRESSION PELICAN P STREETSWEeper WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE

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Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	EAGLE E EAGLE F EAGLE (CNG) BROOM BEAR ROAD WIZARD	<ul style="list-style-type: none"> FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	EAGLE F (WATERLESS)	<ul style="list-style-type: none"> GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM CENTRIFUGAL DUST EVACUATION FAN SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST CONTROL
ELGIN	EAGLE F (COMBINATION)	<ul style="list-style-type: none"> ALL OF THE FEATURES OF THE WET AND WATERLESS EAGLE F STREET SWEEPER WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE
ELGIN	GEOVAC	<ul style="list-style-type: none"> DIAMOND GRID DUST SEPARATION SCREEN FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	WHIRLWIND MV	<ul style="list-style-type: none"> DIAMOND GRID DUST SEPARATION SCREEN FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM FOUR (4) 0.60 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
GLOBAL ENVIRONMENTAL PRODUCTS	M3 R3 R4 M4 M4 HSD M4E Zero Emissions	<ul style="list-style-type: none"> ENCLOSED ELEVATOR SYSTEM STEEL OR MIXED POLYESTER MAIN PICK UP BROOM ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	310	<ul style="list-style-type: none"> FOUR (4) 0.072 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT SPRAY BAR TWO (2) 0.072 INCH DIAMETER ORIFICE NOZZLES PER EACH GUTTER BROOM ONE (1) 0.026 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE FAN SUCTION HOOD WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021



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MAKE*	MODEL*	DUST CONTROL SYSTEM*
JOHNSTON	3000 MX450 4000 4000 SDS MST 350	<ul style="list-style-type: none"> ENCLOSED ELEVATOR SYSTEM STEEL OR MIXED POLYESTER MAIN PICK UP BROOM ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	VT605 VT610 VT650 V501 V651 V801	<ul style="list-style-type: none"> TWO (2) 0.039 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM THREE (3) 0.042 INCH DIAMETER ORIFICE NOZZLES PER SUCTION BROOM THREE (3) 0.039 INCH DIAMETER ORIFICE NOZZLES PER SUCTION NOZZLE MULTI-POSITION SUCTION NOZZLE TWO ARM FACILITY ONE (1) 0.042 INCH DIAMETER ORIFICE NOZZLE FOR THE IMPELLER FAN WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021



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MAKE*	MODEL*	DUST CONTROL SYSTEM*
JOHNSTON	770 CYCLONE/ RT655	<ul style="list-style-type: none"> • THREE (3) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR GUTTER BROOMS • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES FOR CENTER CURTAIN • FOUR (4) 0.055 INCH DIAMETER ORIFICE NOZZLES FOR FRONT BUMPER • TWO (2) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR FRONT CURB SPRAY • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES ON LEFT AND RIGHT SIDE OF PICK UP HEAD • THREE (3) 0.082 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD FRONT SIDE • SEVEN (7) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD REAR SIDE • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR WINDROW PATH • TWO (2) 0.045 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD SUCTION • ONE (1) 0.079 INCH DIAMETER ORIFICE NOZZLE FOR BLOWER FAN OUTLET • PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE
NESCON	X-BROOM	<ul style="list-style-type: none"> • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FIVE (5) 0.079 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FIVE (5) 0.050 INCH DIAMETER ORIFICE NOZZLES IN MAIN BROOM HOUSING • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
NITEHAWK	RAPTOR II REGENERATIVE AIR SWEEPER ** ** EQUIPPED WITH PM-10 OPTION PACKAGE	<ul style="list-style-type: none"> FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON GUTTER BROOMS WATER PUMP TO PROVIDE 70 PSI WATER PRESSURE <p><u>PLEASE NOTE THAT THE PM-10 OPTION PACKAGE DUST CONTROL SYSTEM IS DIFFERENT THAN THE STANDARD MODEL</u></p>
SCHWARZE	EV-1	<ul style="list-style-type: none"> TWELVE (12) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) FILTRATION CLEANED THREE TIMES PER-MINUTE FILTRATION SYSTEM ACTIVE AT ALL TIMES

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	EV-2	<ul style="list-style-type: none"> EIGHT (8) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) FILTRATION SYSTEM OPERATED AT ALL TIMES EACH FILTER CLEANED THREE TIMES PER MINUTE
SCHWARZE	DXR	<ul style="list-style-type: none"> POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) FILTRATION SYSTEM ACTIVE AT ALL TIMES FILTRATION CLEANED FOUR TIMES PER MINUTE AND A HALF
SCHWARZE	A4000/ A4STORM	<ul style="list-style-type: none"> FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER ON SPRAY BAR WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE
SCHWARZE	M5000/M6000/ M6AVALANCHE	<ul style="list-style-type: none"> FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES ON MAIN BROOM THREE (3) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	A 7000/ A7 TORNADO A7 ZEPHYR A 8000/ A8 TWISTER A 9000/ A9 MONSOON	<ul style="list-style-type: none"> SAWTOOTH DUST SEPARATION SCREEN, SELF DUMPING DUST SEPARATOR, FAN CENTRIFUGE FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HEAD INTAKE TUBE TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN RIGHT HAND GUTTER BROOM FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HOPPER SPRAY BAR WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN LEFT HAND GUTTER BROOM (REQUIRED IF BOTH GUTTER BROOMS ARE USED)
SCHWARZE	S348-I/ SUPERVAC VORTEX S348-LE/ SUPERVAC GALE FORCE SUPERVAC SUPER UPDRAFT	<ul style="list-style-type: none"> FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON HOPPER SPRAY BAR TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON RIGHT HAND GUTTER BROOM WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED * STREET SWEEPERS AS OF AUGUST 27, 2021



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MAKE*	MODEL*	DUST CONTROL SYSTEM*
STEWART-AMOS	STARFIRE S-4, S-5, AND S-6	<ul style="list-style-type: none"> FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE ELEVATOR FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED BENEATH THE FRONT BUMPER OF THE CHASSIS TWO (2) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH GUTTER BROOM WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
PYTHON	S2000	<ul style="list-style-type: none"> FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF A 36 INCH FILL DIAMETER REAR BROOM WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH 42 INCH DIAMETER GUTTER BROOM PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION <p><u>PLEASE NOTE THAT THE GUTTER AND REAR BROOM SIZES ARE DIFFERENT THAN THE STANDARD MODEL</u></p>
PYTHON	S3000	<ul style="list-style-type: none"> FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF REAR BROOM WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH GUTTER BROOM PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TENNANT	SENTINEL	<ul style="list-style-type: none"> GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TENNANT	830 / 831 II	<ul style="list-style-type: none"> GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TYMCO	210 300 350 435	<ul style="list-style-type: none"> CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE FOR EACH GUTTER BROOM ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	600 600 BAH FHD 500X	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD • FRONT DEBRIS DEFLECTOR CURTAIN ASSEMBLY PARALLEL TO THE PICK UP HEAD • LOW EMISSION DUST GUARDS (ONLY APPLICABLE TO CABOVER TRUCKS) • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
TYMCO	DST -4	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST



MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	DST - 6	<ul style="list-style-type: none"> • CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.094 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
VACALL	VS10/10D, VF10 VS13/13D, VF13 VS14/14D, VF14 VS16/16D, VF16 VS20/20D, VF20	<ul style="list-style-type: none"> • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH 36 INCH GUTTER BROOM • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF THE TRANSFER BROOM • TEN (10) 0.125 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE PICK UP HEAD • SIX (6) 0.181 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SCRUBBER COLLAR OF THE PICK UP HEAD • 48 INCH POWER VACUUM NOZZLE • MINIMUM 300 GALLON GRAVITY FEED WATER SUPPLY SYSTEM WITH WATER CONTINUOUSLY SUPPLIED TO ALL NOZZLES • LOW VELOCITY DUST COLLECTION AIR CHAMBER • MINIMUM OF SIX (6) EXPANDED METAL SCREENS

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)
RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021**



THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST

MAKE*	MODEL*	DUST CONTROL SYSTEM*
WAYNE SWEEPERS* (*acquired by Curbtender)	CENTURION	<ul style="list-style-type: none"> SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM <i>(GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS)</i> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR 300 GALLON WATER TANK WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE SINGLE FAN VACUUM SYSTEM
WAYNE SWEEPERS (*acquired by Curbtender)	GLADIATOR	<ul style="list-style-type: none"> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
WAYNE SWEEPERS (*acquired by Curbtender)	WARRIOR	<ul style="list-style-type: none"> THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.
Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Attachment A

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF AUGUST 27, 2021



THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST

ADDITIONAL NOTES:

** For any entity wishing to operate a NiteHawk Raptor II compliant with Rule 1186, the sweeper must be ordered with PM-10 Option Package, which includes the following:

- Front Spray bar configured with **Four (4)** 0.036-inch Orifice Spray Nozzles
- **Two (2)** Sweeper Head Spray Nozzles **Removed** from the Dust Suppression System
- 24" Whisper Wheel Fan Turbine Installed in place of Standard Hi Flow Fan Turbine
- Low Profile Brooms installed (applicable to driver side and passenger side brooms)
 - o 60 holes, 17 bristles. Bristle Dimension: 20" Length, 0.034" Thick, 0.011" Width
- Blower Vacuum System
 - o System will be tuned to an airflow rating of 6,178 CFM
 - o System will be tuned to deliver 27 HP at fan

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

Contract Award Notice

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



Contract Number: T23-003-01
Description: Street Sweepers

Issue Date: 08/19/2022

0000094326
Nescon, LLC
Daniel Clemons
4638 E Ingram Street
Mesa, AZ 85205
Phone: 480-505-0001
Cell: 480-572-2387
Email: danielc@nescon.co

Award Period

Beginning: 08/19/2022
Ending: 08/18/2024

Potential Renewals: 3 - 1 year renewals

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

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

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

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements. Invoices are to be sent directly to the requesting department.

Award Information

Item	Description	Cost
	See attached per the RFP response -	
01	(2) Two Street Sweepers, CNG Engine – Broom Type (Make - XBroom; Model - M33)	
	\$316,363.62 each, with a \$65,000 upgrade each for the CNG engine. 24 Weeks ARO	\$762,727.24
	Add Sales Tax of 8.3%	\$63,306.36
	Total	\$826,033.60

Eric Kraenzle
Eric Kraenzle (Aug 21, 2022 07:36 PDT)

Eric Kraenzle, C.P.M.
Procurement Officer

Michael Greene
Michael Greene (Aug 21, 2022 09:58 PDT)

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

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

THIS IS NOT A PURCHASE ORDER

Pricing Section

"Return this Section with your Response"

Pricing must be inclusive of all costs including, but not limited to, labor, equipment, travel time, mileage, etc. The City will not pay for any surcharges

Item	Description	Qty	Unit Price	Extended Price
Street Sweeper, Single Engine – Broom Type				
	Make <u>XBroom</u> Model <u>M33</u>	2	\$ <u>316,363.62</u>	\$ <u>632,727.24</u>
Options				
1.	Upgrade to disk brakes	2	\$ <u>3,000</u>	\$ <u>6,000</u>
2.	Exterior engine hour meter readable from ground level, engine oil pressure activated	2	\$ <u>N/A</u>	\$ <u>N/A</u>
3.	Upgrade cab and chassis to Compressed Natural Gas (CNG) powered (45 DGE)	2	\$ <u>65,000</u>	\$ <u>130,000</u>
4.	Cab and chassis diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first must be supplied. Indicate software to be included below – indicate if included or needed in the column to right	2	\$ <u>7,500</u>	\$ <u>15,000</u>
		Yes	No	Not Required
a	Engine diagnostic software and cables	✓		
b	Transmission diagnostic software and cables	✓		
c	anti-lock brake diagnostic software and cables	✓		
d	Chassis diagnostic software and cables	✓		
e	Regenerative exhaust system diagnostic software and cables	✓		
f	Other diagnostic software and cable to be supplied – list below			✓
5.	Body diagnostic software, cables, adaptors and any required updates during the life of the vehicle or 10 years whichever occurs first must be supplied. Indicate software to be included below – indicate if included or needed in the column to right	2	\$ <u>N/A</u>	\$ <u>N/A</u>
		Yes	No	Not Required
a	Body diagnostic software and cables			✓
b	Other diagnostic software and cable to be supplied – list below			✓
6.	Service Technician Training – per person			
a	Factory authorized maintenance and repair training for engine. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>0</u>	\$ <u>0</u>
b	Factory authorized maintenance and repair training for transmission. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>0</u>	\$ <u>0</u>
c	Factory authorized maintenance and repair training for chassis. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>0</u>	\$ <u>0</u>
d	Factory authorized maintenance and repair training for sweeper unit. The cost of training is to include all cost including, but not limited to, required manuals, required books, travel and lodging expense (if out of the Phoenix area)	1	\$ <u>INCLUDED</u>	\$ <u>INCLUDED</u>

Pricing Section

"Return this Section with your Response"

Item	Description	Qty	Unit Price	Extended Price
7.	Twenty (20) lb dry chemical ABC rated fire extinguisher with bracket mounted on the body	2	\$ <u>INCLUDED</u>	\$ <u>INCLUDED</u>
8.	List any discounts off total listed price, if offered in percentage.		N/A	N/A
9.	List any discounts on future repair services, if offered in percentage.		N/A	N/A
10.	List any discounts on future repair parts needed to maintain this piece of equipment, if offered in percentage.		N/A	N/A
11.	Provide any list / discounts of possible future products, features, or equipment that may be purchased in percentage. Please list those items below or state discount by OEM / Source.		N/A	N/A
	a			
	b			
	c			
	d			
	e			
	f			
	g			

* Applicable Tax 8.3 % *Tax Included in Unit price. Additional options are subject to tax.

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

Less prompt payments discount terms of 0 % 0 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

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

Invoices shall include:

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

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

Accounting Contacts:

Carey Alf	Letters A – H and Numbers
Carlene Foster	Letters I – Z
Yesenia Loreda-Flores	General AP Inquiries and AP Checks

Contract Modification Notice

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



Contract Number: T23-003-01
Description: Street Sweepers

Issue Date: 07/01/2023

0000094326
Nescon, LLC
Daniel Clemons
4638 E Ingram Street
Mesa, AZ 85205

Office: 480-505-0001
Mobile: 480-572-2387
Email: danielc@nescon.com

Effective Date
Beginning: 07/01/2023

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract.

Contract Modification Information:

To incorporate 2024 pricing

Item	Description	Cost
01	Diesel Engine (Broom Type) Make- XBroom Model M33. ~ 14-week lead time	\$339,994.00
02	CNG Engine (Broom Type) Make- XBroom Model M33. ~ 34-week lead time	\$404,994.00
03	Sales Tax separate, not included in the pricing noted above.	

Contractor Modification Acceptance To Be Completed and Signed by Contractor

Printed Name of Person Signing: Daniel Clemons
Phone Number: 480-572-2387
Email Address: danielc@nescon.com
Signature: Date: 9/28/23

City of Tempe Contract Modification Acceptance

9/28-23
Eric Kraenzle, C.P.M. Date
Procurement Officer

9-28-23
Michael Greene, C.P.M., CPPO Date
Procurement Administrator

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

NESCON, LLC
PM-10 COMPLIANT STREET SWEEPER

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following page(s).



Nescon, LLC.
 4638 East Ingram St.
 Mesa, Arizona 85205
 Phone: 480-505-0001

THIS INVOICE CONTAINS CONFIDENTIAL INFORMATION THAT IS NOT TO BE SHARED WITH ANY PERSONS OTHER THAN THOSE DIRECTLY INVOLVED IN THE PURCHASE OF EQUIPMENT LISTED BELOW

Bill to:
 Paradise Valley Public Works
 6401 E Lincoln Dr
 Paradise Valley, AZ 85253

JOB NAME: DanielC
 Job No: BRMXXXX

Ship to:
 Paradise Valley Public Works
 6401 E Lincoln Dr
 Paradise Valley, AZ 85253

Jerry Cooper
 623-695-6870

DATE: 4/4/2024

INVOICE NO:

jcooper@paradisevalleyaz.gov

Due: Upon Receipt

YES / NO Check	ITEM	QUANTITY	U.M.	SELL PRICE TOTAL	LIST PRICE TOTAL
X	2025 Freightliner CDL/NON-CDL Model M2 PLUS / L9 Cummins 8.9L/300HP,860TQ / Allison 3500 6SPD VIN: Equipped with X-Broom: SN: BRMXXXX	1	Ea.	\$ 340,300.00	\$ 340,300.00
	Backup Camera - 1 Camera	1	Ea.	\$ 1,400.00	\$ -
	Dual Camera - Hopper and Backup	1	Ea.	\$ 1,600.00	\$ -
X	Quad Camera System	1	Ea.	\$ 2,200.00	\$ 2,200.00
X	Beacon, Wired to Top of Hopper, Includes Work Light in Hopper.	1	Ea.	\$ 750.00	\$ 750.00
X	Aluminum Wheels, 6 Polished Turbo.	1	Ea.	\$ 2,200.00	\$ 2,200.00
X	Chrome Heated Mirrors	1	Ea.	\$ 450.00	\$ 450.00
X	Chrome Front Bumper	1	Ea.	\$ 500.00	\$ 500.00
X	Power Windows/Door Locks	1	Ea.	\$ 450.00	\$ 450.00
X	Front Cab Visor	1	Ea.	\$ 400.00	\$ 400.00
X	Advanced Arrow. 25 LED 4" amber lights with separate controller. Can flash sequential Chevrons, arrows, alternating diamonds, and horizontal bar.	1	Ea.	\$ 2,700.00	\$ 2,700.00
	Optional Main Broom (TUBE/STRIP)	1	Ea.	\$ 2,600.00	\$ -
X	Main Broom Down Pressure Option	1	Ea.	\$ 1,000.00	\$ 1,000.00
	Stainless Hopper Bottom, Door	1	LS	\$ 11,100.00	\$ -
	Work Lights on Top of Rear Panel	1	Ea.	\$ 400.00	\$ -
X	Fill Hose Kit	1	Ea.	\$ 400.00	\$ 400.00
	Stainless Tool Box	1	Ea.	\$ 650.00	\$ -
X	Door Controls (Broom and Hopper)	1	Ea.	\$ 1,000.00	\$ 1,000.00
	25' Truck Washdown Kit	1	Ea.	\$ 300.00	\$ -
X	Light Package (8 Strobes, 1 Light Bar in Bumper)	1	Ea.	\$ 2,600.00	\$ 2,600.00
	Custom Color Option	1	Ea.	\$ 2,500.00	\$ -
	Broom/Shovel Holder	1	Ea.	\$ 305.00	\$ -
	Clear Lights (Arrow Board, Stop/Turn/Reverse, Marker)	1	Ea.	\$ 500.00	\$ -
X	Manual "On-The-Fly" Elevator Run/Off/Rev	1	Ea.	\$ 250.00	Included
X	Cab Controlled Variable Motor Speeds	1	Ea.	\$ 4,000.00	Included
	Poly Flights	1	Ea.	\$ 1,020.00	\$ -
	Piranha Brush Segments	1	Ea.	\$ 1,060.00	\$ -
	Pressure Washer/Hose	1	Ea.	\$ 4,000.00	\$ -
	Winterization Kit	1	Ea.	\$ 250.00	\$ -
	360 Light Package (52" Light Bars Mounted to Side Panels and Rear Arrow Board Panel)	1	Ea.	\$ 1,200.00	\$ -
	Hopper Dump Light	1	Ea.	\$ 400.00	\$ -
	Invoice Subtotal				\$ 354,950.00
X	SALES TAX (8.3%)	8.30%	Ea.	\$ 354,950.00	\$ 29,460.85
X	DELIVERY (SUBJECT TO CHANGE)	1	Ea.	\$ -	\$ -
	DEPOSIT	-1	Ea.	\$ 10,000.00	\$ -
	30 DAY TEMP TAG	1	Ea.	\$ 50.00	\$ -
X	DEALER DOC FEE	1	Ea.	\$ 250.00	\$ 250.00
	ESTIMATED DELIVERY: MAY 2024				COST
	PM-10 COMPLIANT				Invoice Total: \$ 384,660.85
	\$10,000 non-refundable deposit required to hold build slot				
	Full payment required prior to shipment				
	Any applicable sales tax is the responsibility of the purchaser				
	BROOM PRICING PROVIDED IS SUBJECT TO RAW MATERIAL, DELIVERY, AND MAJOR COMPONENT COST INCREASES AS ANNOUNCED BY NESCON, LLC AND/OR THEIR SUPPLIERS				
	<u>Wiring Instructions</u>				
Bank:	JP Morgan Chase 2104 E Elliott Rd Tempe, AZ 85284				
Contact:	Nicolas Deleo, 480-963-2791				
ABA Routing no:	021000021				
Intl Swift	CHASUS33				
Acct Name:	Nescon, LLC.				
Acct Number:	949565998				
	Received By:				Date:

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

NESCON, LLC
PM-10 COMPLIANT STREET SWEEPER

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Isaac Chavira, Public Works Director
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253