# Contract #226099-02

# Chiller and Boiler Maintenance Services

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# 1. Veregy's Response to Best and Final Offer

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## Group One: FCM Equipment

Cost for Preventative Maintenance (PM) Services must be all-encompassing, to include the following: Monthly site visits; Quarterly PM, Annual PM, and all reporting requirements (i.e. written reports and monthly logs).

**Note:** All other repairs, equipment or parts not associated with the requirements for the Preventative Maintenance (PM) Program, discovered during routine inspections will require separate invoicing and prior City of Tucson approval before any of the work is conducted by the vendor for that service. **In addition, any mark up on parts shall not exceed 10% when invoiced.**

## Boilers

| Location | Manufacturer | Model | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|
| Edith Ball ARC / 3455 E. Zoo CT | RITE MFG | W105 W | $ 314 | $ 1424 | $ 2366 |
| Clements CTR / 8155 E. Poinciana DR | RITE MFG | 48W | $ 314 | $ 1424 | $ 2366 |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | HARSCO | C-450 | $ 314 | $ 1424 | $ 2366 |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | HARSCO | C-450 | $ 314 | $ 1424 | $ 2366 |
| East City Hall Ward 02 / 7575 E. Speedway BL | LAARS | PH0500CN12CBACR | $ 314 | $ 1424 | $ 2366 |
| ESSC Parks/Fire 16 / 7575 E. Speedway BL | RBI | LB750 | $ 314 | $ 1424 | $ 2366 |
| Mulcahy YMCA / 5085 S. Nogales HY | BRYAN | F350-W-G | $ 314 | $ 1424 | $ 2366 |
| Donna R Liggins CTR / 2160 N. 6th AV | WEIL-MCLAIN | PMGB-6 | $ 314 | $ 1424 | $ 2366 |
| PSTA Admin / 10001 S. Wilmot RD | WEIL-MCLAIN | LGB-8W | $ 314 | $ 1424 | $ 2366 |
| PSTA Central Plant / 10001 S. Wilmot RD | RITE MFG | 90W | $ 314 | $ 1424 | $ 2366 |
| PSTA Classrm 100 / 10001 S. Wilmot RD | RAYPAK | H3-0400 | $ 314 | $ 1424 | $ 2366 |
| PSTA Classrm 200 / 10001 S. Wilmot RD | RAYPAK | H3-0400 | $ 314 | $ 1424 | $ 2366 |
| PSTA Physical Training / 10001 S. Wilmot RD | RAYPAK | H1-0330 | $ 314 | $ 1424 | $ 2366 |
| Quincie Douglas CTR / 1575 E. 36th ST | RITE MFG | 120W | $ 314 | $ 1424 | $ 2366 |
| Santa Cruz Police / 4410 S. Park AV | BRYAN | F350-W | $ 314 | $ 1424 | $ 2366 |
| Tucson Child Museum / 200 S. 6th AV | TELEDYNE | HH05002N091 | $ 314 | $ 1424 | $ 2366 |
| Morris K Udall CTR / 7290 E. tanque Verde RD. | RITE MFG | 400 | $ 314 | $ 1424 | $ 2366 |
| Police Crime Lab / 1306 W. Miracle Mile | MACH | C-2500 | $ 314 | $ 1424 | $ 2366 |
| Police Crime Lab / 1306 W. Miracle Mile | MACH | C-2500 | $ 314 | $ 1424 | $ 2366 |
| City Courts / 103 E. Alameda ST | RITE BOILER | 475 | $ 314 | $ 1424 | $ 2366 |

**Total Yearly Cost for All FCM Boilers Presented $** 47,320.00

# FCM Chiller Inventory PRICE PAGE

| Location | Manufacturer | Model | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|
| Edith Ball ARC / 3455 E. Zoo CT | MCQUAY | AGZ045BS27-ER11 | $655 | $2001 | $3966 |
| Hay Udal Admin / 4401 S Tucson Estates PW | CARRIER | 30RA-900-009 | $655 | $2001 | $3966 |
| Clements CTR / 8155 E. Poinciana DR | CARRIER | 30GN-040-610FS | $655 | $2001 | $3966 |
| East City Hall Ward 02 / 7575 E. Speedway BL | TRANE | CGAFC504ADA100DE00 | $655 | $2001 | $3966 |
| ESSC Parks/Fire 16 / 7575 E. Speedway BL | TRANE | CGAM 052A 02H02 AXD2 A1A1 A1AX | $655 | $2001 | $3966 |
| McCormick PK YMCA / 2900 N. Columbus BL | CARRIER | 30RAN045-511 | $655 | $2001 | $3966 |
| Mulcahy YMCA / 5085 S. Nogales HY | CARRIER | 30RAN40-511NS | $655 | $2001 | $3966 |
| Parks Admin / 900 S. Randolph WY | CARRIER | 30RAP0255JAC6F00 | $655 | $2001 | $3966 |
| Police Headquarters / 270 S. Stone Av | MCQUAY | ALR040C | $655 | $2001 | $3966 |
| Quincie Douglas CTR / 1575 E. 36th ST | MCQUAY | AGR090AS27 | $655 | $2001 | $3966 |
| Santa Cruz Police / 4410 S. Park AV | CARRIER | 30GTN040 | $655 | $2001 | $3966 |
| Tucson Child Museum / 200 S. 6th AV | CARRIER | 30RAP0905FB00100 | $655 | $2001 | $3966 |
| IT BLDG / 481 W. Pasao Redondo | MCQUAY | AGZ160DHHVH-FR10 | $655 | $2001 | $3966 |
| Hay Udal Admin / 4401 S Tucson Estates PW | TRANE | CGWCC801RGNJJ423BGPT | $ 655 | $2001 | $3966 |
| Hay Udal Admin / 4401 S Tucson Estates PW | TRANE | CGWCC801RGNJJ423BGPT | $ 655 | $ 2001 | $3966 |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | MCQUAY | AGZ110DHHVJ-ER10 | $ 655 | $ 2001 | $ 3966 |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | MCQUAY | AGZ110DHHVJ-ER10 | $ 655 | $ 2001 | $ 3966 |
| PSTA Central Plant / 10001 S. Wilmot RD | MCQUAY | WHR095E-W | $ 655 | $ 2001 | $ 3966 |
| PSTA Central Plant / 10001 S. Wilmot RD | MCQUAY | WHR095E-W | $ 655 | $ 2001 | $ 3966 |
| Morris K Udall CTR / 7290 E. Tanque Verde RD. | YORK | YTGOA1B1-CFH | $ 655 | $ 2001 | $ 3966 |
| Morris K Udall CTR / 7290 E. Tanque Verde RD. | YORK | YTGOA1B1-CFH | $ 655 | $ 2001 | $3966 |

| Location | Manufacturer | Model | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|
| Westside Police / 1310 W. Miracle Mile | MCQUAY | WMC035TTT-ER10 | $ 655 | $ 2001 | $ 3966 |
| Police Crime Lab / 1306 W. Miracle Mile | MCQUAY | WMC290DBS-ER10 | $ 655 | $ 2001 | $ 3966 |
| Police Crime Lab / 1306 W. Miracle Mile | MCQUAY | WMC290DBS-ER10 | $ 655 | $ 2001 | $ 3966 |
| NWBM Bldg 03 Phy Plant / 3920 W. Sun Tran BL | YORK | YCW0064S | $ 655 | $ 2001 | $ 3966 |
| NWBM Bldg 03 Phy Plant / 3920 W. Sun Tran BL | YORK | YCW0064S | $ 655 | $ 2001 | $ 3966 |
| NWBM Bldg 03 Phy Plant / 3920 W. Sun Tran BL | YORK | YCWL0126HE46 | $ 655 | $ 2001 | $ 3966 |
| City Courts / 103 E. Alameda ST | MCQUAY | WMC25DES-ER10 | $ 655 | $ 2001 | $ 3966 |
| City Courts / 103 E. Alameda ST | MCQUAY | WMC25DES-ER10 | $ 655 | $ 2001 | $ 3966 |
| IT BLDG / 481 W. Pasao Redondo | SNYDER GEN | ALR075C | $ 655 | $ 2001 | $ 3966 |
| NWBM Bldg 05 Phy Plant / 3920 W. Sun Tran BL | TRANE | SFHFF304 | $ 655 | $ 2001 | $ 3966 |

**Total Yearly Cost for All FCM Chillers Presented $** 122,946.00

**Yearly Grand Total for Group One (Boiler + Chiller PM Service Cost) =**

**$** 170,266.00

**Unscheduled Repair Service - Normal Hourly Rate: $** 85

**After hours, Weekends and Holiday Hourly Rate: $** 127.50

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## Group Two: HCD Equipment

**Tucson House**

| Qnty | Manufacturer | Model | Serial Number | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|---|
| 1 (A) | Trane Helical-Rotary Chiller | RTHB150 | 401L07456 R-22 | $ 655 | $ 2001 | $ 3966 |
| 1 (B) | Trane Centrifugal Chiller | CVHE0450 | L01L11966 R-123 | $ 655 | $ 2001 | $ 3966 |
| 1 (D) | Industrial Boiler Company Inc | PFDW150GAS | S150 62 | $ 314 | $ 1494 | $ 2366 |
| 1 (D) | Industrial Boiler Company Inc | PFDW150GAS | S150 63 | $ 314 | $ 1494 | $ 2366 |
| 1 (D) | Industrial Boiler Company Inc | PFDW100GAS | S100 75 | $ 314 | $ 1494 | $ |
| | | | **Total:** | $ 2252 | $ 8274 | $ 15,030 |

**Craycroft Towers**

| Qnty | Manufacturer | Model | Serial Number | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|---|
| 1 (C) | McQuay Water-Cooled Magnetic Bearing Compressor | WMC145DSC | STNU090700068 | $ 655 | $ 2001 | $ 3966 |
| 1 | Rite Boiler Company | 105 | STNU090700068 | $ 314 | $ 1424 | $ 2366 |
| 1 | Rite Boiler Company | 105 | 24202 | $ 314 | $ 1424 | $ 2366 |
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221180 | $ 314 | $ 1424 | $ 2366 |
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221181 | $ 314 | $ 1424 | $ 2366 |
| 1 | Raytherm Heating Boiler | H1-0514 | 1001304834 | $ 314 | $ 1424 | $ 2366 |
| | | | **Total:** | $ 2255 | $ 9121 | $ 15,796 |

**MLK**

| Qnty | Manufacturer | Model | Serial Number | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|---|
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221180 | $ 314 | $ 1424 | $ 2366 |
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221181 | $ 314 | $ 1424 | $ 2366 |
| 1 | Raytherm Heating Boiler | H1-0514 | 1001304834 | $ 314 | $ 1424 | $ 2366 |
| | | | **Total:** | $ 942 | $ 4272 | $ 7098 |

**HCD Equipment (Continued)**

**Yearly Grand Total for Group Two (Boiler + Chiller PM Service Cost) =**

**$** 37,924.00

**Unscheduled Repair Service - Normal Hourly Rate: $** 85

**After hours, Weekends and Holiday Hourly Rate: $** 127.50

## Cost for Eddy Current Tube Analysis

**HCD Chiller Inventory:**

**Total Time & Material Cost for (3 YR) Condenser Tubes:**

**Chiller (A) $** 1942.50 **Chiller (B) $** 1942.50 **Chiller (C) $** 1942.50

**Total Time & Material Cost – (5 YR) Evaporative Tubes:**

**Chiller (A) $** 1942.50 **Chiller (B) $** 1942.50 **Chiller (C) $** 1942.50

## Cost for Eddy Current Tube Analysis

**HCD Boiler Inventory:**

**Total Time & Material Cost for (3 YR) Tube Bundles:**

**Boiler (D) $** 2500

## AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

## 1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT

### 1.1 Requirement

The City of Tucson, (hereinafter defined and referred to as "Lead Procurement Agency"), on behalf of itself and the Axia Coop LLC (or "Axia Cooperative"), is requesting proposals for Aftermarket Automotive and Heavy-Duty Vehicle Parts. The intent of this Request for Proposal is that any contract between Lead Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The Lead Procurement Agency has executed a Lead Procurement Agency Certificate with Axia Cooperative (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Registration with Axia Cooperative as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Lead Procurement Agency will be the same as that available to Participating Public Agencies through Axia Cooperative.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither Axia Cooperative, any Lead Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on Axia Cooperative's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through Axia Cooperative.

These requirements are incorporated into and are considered an integral part of this RFP. Axia Cooperative reserves the right to determine whether or not to make the Master Agreement awarded by the Lead Procurement Agency available to Participating Public Agencies.

### 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement Axia Cooperative intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The Axia Cooperative marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The Axia Cooperative sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The Axia Cooperative contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers of authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of [redacted] of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the Axia Cooperative Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Axia Coop LLC Administration Agreement between Supplier and Axia Cooperative (the "Axia Coop LLC Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately $100mm annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are

anticipated to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and Axia Cooperative.

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Lead Procurement Agency will be the basis of award on a national level through Axia Cooperative. If multiple suppliers are awarded by Lead Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through Axia Cooperative. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Axia Cooperative shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to Axia Cooperative).

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through Axia Cooperative's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as an actively marketed offering available to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Lead Procurement Agency and Axia Cooperative designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement to public agencies and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through Axia Cooperative nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Axia Cooperative in accordance with the Axia Cooperative Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Lead Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through Axia Cooperative.

### 3.1 Company

A. Brief history and description of your company.
B. Total number and location of salespersons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

### 3.2 Distribution Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

**3.3 Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as an offering to Public Agencies for your teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award as a public sector sales offering within 10 days of award
    ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the Axia Cooperative team within first 90 days
B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
    i. Creation and distribution of a co-branded press release to trade publications
    ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
    iii. Design, publication and distribution of co-branded marketing materials within first 90 days
    iv. Commitment to provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings, etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement
    v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
    vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
    vii. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:
        - Axia Cooperative standard logo;
        - Copy of original Request for Proposal;
        - Copy of contract and amendments between Lead Procurement Agency and Supplier;
        - Summary of Products and pricing;
        - Marketing Materials
        - Electronic link to Axia Cooperative's website, including the online registration page;

- A dedicated telephone number and email address for Axia Cooperative.

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through Axia Cooperative. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to Axia Cooperative and agrees to provide permission for reproduction of such logo(s) in marketing communications and promotions. Acknowledge that use of Axia Cooperative logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by Axia Cooperative. All sales materials are to use the Axia Cooperative logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Lead Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through Axia Cooperative
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

   i. Respond with Master Agreement pricing (Contract Sales reported to Axia Cooperative).

   ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to Axia Cooperative under the Master Agreement.

   iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to Axia Cooperative).

   iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

# AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this 21 day of Nov 2022, between Axia Coop LLC ("Axia Cooperative"), and Veregy, LLC ("Supplier").

## Recitals

**WHEREAS**, the _____ (the "Lead Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Lead Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit__ and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the Axia Cooperative website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit__) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through Axia Cooperative to Public Agencies;

**WHEREAS**, Axia Cooperative serves as the contract administrator of the Master Agreement on behalf of Lead Procurement Agency;

**WHEREAS**, Lead Procurement Agency desires Axia Cooperative to proceed with administration of the Master Agreement; and

**WHEREAS**, Axia Cooperative and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between Axia Cooperative and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Axia Cooperative and Supplier hereby agree as follows:

## Definitions

1. Capitalized terms used in this Agreement and not otherwise defined herein shall havethe meanings given to them in the Master Agreement.

## Terms and Conditions

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. Axia Cooperative shall be afforded all of the rights, privileges and indemnifications afforded to Lead Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Axia Cooperative, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. Axia Cooperative shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Lead Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Axia Cooperative solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, Axia Cooperative shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. Axia Cooperative makes no representation or guaranty with respect to any minimum purchases by Lead Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Axia Cooperative shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold Axia Cooperative harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING AXIA COOPERATIVE'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to Axia Cooperative in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Lead Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Axia Cooperative's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

## National Promotion

10. Axia Cooperative and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the Axia Cooperative program by either registering on the Axia Cooperative website, www.axiacoop.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Procurement Agency and Axia Cooperative. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to Axia Cooperative or posts on the Axia Cooperative website. Supplier shall indemnify, defend and hold harmless Axia Cooperative for use of all such content and images including copyright infringement claims. Supplier and Axia Cooperative each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo(s) (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to Axia Cooperative from Supplier in the amount of percent (_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Lead Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide Axia Cooperative with an electronic accounting report monthly, in the format prescribed by Axia Cooperative, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit _ ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to Axia Cooperative by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency's sole discretion, and/or this Agreement, at Axia Cooperative's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to Axia Cooperative at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Axia Cooperative designated financial institution identified in Exhibit _. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency's sole discretion, and/or this Agreement, at Axia Cooperative's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Axia Cooperative, or its designee, in Axia Cooperative's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date Axia Cooperative receives such report. In addition, Axia Cooperative may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Axia Cooperative at the location designated by Axia Cooperative. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Axia Cooperative will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to Axia Cooperative's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of Axia Cooperative's costs and expenses related to such audit.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between Axia Cooperative and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and Axia Cooperative's rights and obligations hereunder may be assigned at Axia Cooperative's sole discretion to an affiliate of Axia Cooperative, any purchaser of any or all or substantially all of the assets of Axia Cooperative, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of Axia Cooperative.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. Axia Coop LLC
    i. Attn: Ken Heckman, Founder & CEO
    ii. 348 Julianna Circle, Franklin, TN 37064
B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon Axia Cooperative, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Tennessee, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original

but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**Authorized Signature, Supplier**



Signature

Vince Esparza

Name

VP of Marketing and Communications

Title

11/21/2022

Date

**AXIA COOP LLC**

Signature

Ken Heckman

Name

Founder & Chief Executive Officer

Title

Date

## FEDERAL FUNDS CERTIFICATIONS

*ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT*

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.**

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### APPENDIX II TO 2 CFR PART 200

**A. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? (Y / N) ____VE____ Initials of Authorized Representative of offeror

**B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? (Y / N) ____VE____ Initials of Authorized Representative of offeror

**C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor**

**regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Veregy Consolidated, LLC

Offeror's Name

2222 W. Pinnacle Peak Road Suite 240, Phoenix, AZ 85027

Address, City, State, and Zip Code

602-452-8746

Phone Number

NA

Fax

Vince Esparza, VP of Marketing and Communications

Printed Name and Title of Authorized Representative

vesparza@veregy.com

Email Address



Signature of Authorized Representative

11/21/2022

Date

## 2. City’s Request for Best and Final Offer

**Olga Culp**
Contract Officer
(520) 837-3801
Olga.Culp@tucsonaz.gov

# Notice of Intent to Negotiate

November 14, 2022

**Mark Christensen**
Veregy, Formerly Midstate Energy
23325 N 23rd Ave Suite 210
Phoenix, AZ 85027
mchristensen@veregy.com

**Subject: Request for Proposal 226099 Chiller and Boiler Maintenance-Axia Cooperative**

Dear Mr. Christensen:

Congratulations! The City of Tucson has completed the evaluations for the above referenced solicitation. Based upon the recommendations of the committee the City is pleased to invite your firm to enter contract negotiations.

Please provide the following information for review and negotiation purposes:

**Negotiations:**

- Submit the Best and Final Offer on the attached price proposal page

**Axia Cooperative Agreement:**

- Formally Acknowledge Exhibit A requirements for cooperative contract
  - Agree to representations and covenants in section 2.0
  - Discuss section 3.3 – Sales and Marketing commitments
    - Develop 90-day plan to roll-out contract to their organization
  - Complete and sign the AXIA Cooperative Administration agreement, Exhibit B, along with reporting requirements
  - Complete and sign Exhibit G of the AXIA Cooperative solicitation attachment regarding federal funds certification.
- For questions related to the AXIA Cooperative Agreement, please contact: Ken Heckman ((615) 289-8561 or Ken.Heckman@axiacoop.org)

[Continued on Next Page]

**Olga Culp**
Contract Officer
(520) 837-3801
Olga.Culp@tucsonaz.gov

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please provide this information to me on or before November 21, 2022, 4PM via email.
If you have any questions regarding this letter, please feel free to contact me by telephone (520) 837-3801 or via email at Olga.Culp@tucsonaz.gov.

Thank you,



Olga Culp
Contract Officer

# PRICE PAGE

## Group One: FCM Equipment

Cost for Preventative Maintenance (PM) Services must be all-encompassing, to include the following: Monthly site visits; Quarterly PM, Annual PM, and all reporting requirements (i.e. written reports and monthly logs).

**Note:** All other repairs, equipment or parts not associated with the requirements for the Preventative Maintenance (PM) Program, discovered during routine inspections will require separate invoicing and prior City of Tucson approval before any of the work is conducted by the vendor for that service. **In addition, any mark up on parts shall not exceed 10% when invoiced.**

## Boilers

| Location | Manufacturer | Model | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|
| Edith Ball ARC / 3455 E. Zoo CT | RITE MFG | W105 W | $ | $ | $ |
| Clements CTR / 8155 E. Poinciana DR | RITE MFG | 48W | $ | $ | $ |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | HARSCO | C-450 | $ | $ | $ |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | HARSCO | C-450 | $ | $ | $ |
| East City Hall Ward 02 / 7575 E. Speedway BL | LAARS | PH0500CN12CBACR | $ | $ | $ |
| ESSC Parks/Fire 16 / 7575 E. Speedway BL | RBI | LB750 | $ | $ | $ |
| Mulcahy YMCA / 5085 S. Nogales HY | BRYAN | F350-W-G | $ | $ | $ |
| Donna R Liggins CTR / 2160 N. 6th AV | WEIL-MCLAIN | PMGB-6 | $ | $ | $ |
| PSTA Admin / 10001 S. Wilmot RD | WEIL-MCLAIN | LGB-8W | $ | $ | $ |
| PSTA Central Plant / 10001 S. Wilmot RD | RITE MFG | 90W | $ | $ | $ |
| PSTA Classrm 100 / 10001 S. Wilmot RD | RAYPAK | H3-0400 | $ | $ | $ |
| PSTA Classrm 200 / 10001 S. Wilmot RD | RAYPAK | H3-0400 | $ | $ | $ |
| PSTA Physical Training / 10001 S. Wilmot RD | RAYPAK | H1-0330 | $ | $ | $ |
| Quincie Douglas CTR / 1575 E. 36th ST | RITE MFG | 120W | $ | $ | $ |
| Santa Cruz Police / 4410 S. Park AV | BRYAN | F350-W | $ | $ | $ |
| Tucson Child Museum / 200 S. 6th AV | TELEDYNE | HH05002N091 | $ | $ | $ |
| Morris K Udall CTR / 7290 E. tanque Verde RD. | RITE MFG | 400 | $ | $ | $ |
| Police Crime Lab / 1306 W. Miracle Mile | MACH | C-2500 | $ | $ | $ |
| Police Crime Lab / 1306 W. Miracle Mile | MACH | C-2500 | $ | $ | $ |
| City Courts / 103 E. Alameda ST | RITE BOILER | 475 | $ | $ | $ |

## Total Yearly Cost for All FCM Boilers Presented $_____

# FCM Chiller Inventory PRICE PAGE

| Location | Manufacturer | Model | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|
| Edith Ball ARC / 3455 E. Zoo CT | MCQUAY | AGZ045BS27-ER11 | $ | $ | $ |
| Hay Udal Admin / 4401 S Tucson Estates PW | CARRIER | 30RA-900-009 | $ | $ | $ |
| Clements CTR / 8155 E. Poinciana DR | CARRIER | 30GN-040-610FS | $ | $ | $ |
| East City Hall Ward 02 / 7575 E. Speedway BL | TRANE | CGAFC504ADA100DE00 | $ | $ | $ |
| ESSC Parks/Fire 16 / 7575 E. Speedway BL | TRANE | CGAM 052A 02H02 AXD2 A1A1 A1AX | $ | $ | $ |
| McCormick PK YMCA / 2900 N. Columbus BL | CARRIER | 30RAN045-511 | $ | $ | $ |
| Mulcahy YMCA / 5085 S. Nogales HY | CARRIER | 30RAN40-511NS | $ | $ | $ |
| Parks Admin / 900 S. Randolph WY | CARRIER | 30RAP0255JAC6F00 | $ | $ | $ |
| Police Headquarters / 270 S. Stone Av | MCQUAY | ALR040C | $ | $ | $ |
| Quincie Douglas CTR / 1575 E. 36th ST | MCQUAY | AGR090AS27 | $ | $ | $ |
| Santa Cruz Police / 4410 S. Park AV | CARRIER | 30GTN040 | $ | $ | $ |
| Tucson Child Museum / 200 S. 6th AV | CARRIER | 30RAP0905FB00100 | $ | $ | $ |
| IT BLDG / 481 W. Pasao Redondo | MCQUAY | AGZ160DHHVH-FR10 | $ | $ | $ |
| Hay Udal Admin / 4401 S Tucson Estates PW | TRANE | CGWCC801RGNJJ423BGPT | $ | $ | $ |
| Hay Udal Admin / 4401 S Tucson Estates PW | TRANE | CGWCC801RGNJJ423BGPT | $ | $ | $ |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | MCQUAY | AGZ110DHHVJ-ER10 | $ | $ | $ |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | MCQUAY | AGZ110DHHVJ-ER10 | $ | $ | $ |
| PSTA Central Plant / 10001 S. Wilmot RD | MCQUAY | WHR095E-W | $ | $ | $ |
| PSTA Central Plant / 10001 S. Wilmot RD | MCQUAY | WHR095E-W | $ | $ | $ |
| Morris K Udall CTR / 7290 E. Tanque Verde RD. | YORK | YTGOA1B1-CFH | $ | $ | $ |
| Morris K Udall CTR / 7290 E. Tanque Verde RD. | YORK | YTGOA1B1-CFH | $ | $ | $ |

| Location | Manufacturer | Model | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|
| Westside Police / 1310 W. Miracle Mile | MCQUAY | WMC035TTT-ER10 | $ | $ | $ |
| Police Crime Lab / 1306 W. Miracle Mile | MCQUAY | WMC290DBS-ER10 | $ | $ | $ |
| Police Crime Lab / 1306 W. Miracle Mile | MCQUAY | WMC290DBS-ER10 | $ | $ | $ |
| NWBM Bldg 03 Phy Plant / 3920 W. Sun Tran BL | YORK | YCW0064S | $ | $ | $ |
| NWBM Bldg 03 Phy Plant / 3920 W. Sun Tran BL | YORK | YCW0064S | $ | $ | $ |
| NWBM Bldg 03 Phy Plant / 3920 W. Sun Tran BL | YORK | YCWL0126HE46 | $ | $ | $ |
| City Courts / 103 E. Alameda ST | MCQUAY | WMC25DES-ER10 | $ | $ | $ |
| City Courts / 103 E. Alameda ST | MCQUAY | WMC25DES-ER10 | $ | $ | $ |
| IT BLDG / 481 W. Pasao Redondo | SNYDER GEN | ALR075C | $ | $ | $ |
| NWBM Bldg 05 Phy Plant / 3920 W. Sun Tran BL | TRANE | SFHFF304 | $ | $ | $ |

**Total Yearly Cost for All FCM Chillers Presented $_____**

**Yearly Grand Total for Group One (Boiler + Chiller PM Service Cost) =**

**$_____**

**Unscheduled Repair Service - Normal Hourly Rate: $_____**

**After hours, Weekends and Holiday Hourly Rate: $_____**

# PRICE PAGE

## Group Two: HCD Equipment

**Tucson House**

| Qnty | Manufacturer | Model | Serial Number | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|---|
| 1 (A) | Trane Helical-Rotary Chiller | RTHB150 | 401L07456 R-22 | $ | $ | $ |
| 1 (B) | Trane Centrifugal Chiller | CVHE0450 | L01L11966 R-123 | $ | $ | $ |
| 1 (D) | Industrial Boiler Company Inc | PFDW150GAS | S150 62 | $ | $ | $ |
| 1 (D) | Industrial Boiler Company Inc | PFDW150GAS | S150 63 | $ | $ | $ |
| 1 (D) | Industrial Boiler Company Inc | PFDW100GAS | S100 75 | $ | $ | $ |
| | | | **Total:** | $ | $ | $ |

**Craycroft Towers**

| Qnty | Manufacturer | Model | Serial Number | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|---|
| 1 (C) | McQuay Water-Cooled Magnetic Bearing Compressor | WMC145DSC | STNU090700068 | $ | $ | $ |
| 1 | Rite Boiler Company | 105 | STNU090700068 | $ | $ | $ |
| 1 | Rite Boiler Company | 105 | 24202 | $ | $ | $ |
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221180 | $ | $ | $ |
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221181 | $ | $ | $ |
| 1 | Raytherm Heating Boiler | H1-0514 | 1001304834 | $ | $ | $ |
| | | | **Total:** | $ | $ | $ |

**MLK**

| Qnty | Manufacturer | Model | Serial Number | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|---|
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221180 | $ | $ | $ |
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221181 | $ | $ | $ |
| 1 | Raytherm Heating Boiler | H1-0514 | 1001304834 | $ | $ | $ |
| | | | **Total:** | $ | $ | $ |

**HCD Equipment (Continued)**

**Yearly Grand Total for Group Two (Boiler + Chiller PM Service Cost) =**

**$_____**

**Unscheduled Repair Service - Normal Hourly Rate: $_____**

**After hours, Weekends and Holiday Hourly Rate: $_____**

## Cost for Eddy Current Tube Analysis

**HCD Chiller Inventory:**

**Total Time & Material Cost for (3 YR) Condenser Tubes:**

**Chiller (A) $_____Chiller (B) $_____Chiller (C) $_____**

**Total Time & Material Cost – (5 YR) Evaporative Tubes:**

**Chiller (A) $_____Chiller (B) $_____Chiller (C) $_____**

## Cost for Eddy Current Tube Analysis

**HCD Boiler Inventory:**

**Total Time & Material Cost for (3 YR) Tube Bundles:**

**Boiler (D) $_____**

## AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

## 1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT

### 1.1 Requirement

The City of Tucson, (hereinafter defined and referred to as "Lead Procurement Agency"), on behalf of itself and the Axia Coop LLC (or "Axia Cooperative"), is requesting proposals for Aftermarket Automotive and Heavy-Duty Vehicle Parts. The intent of this Request for Proposal is that any contract between Lead Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The Lead Procurement Agency has executed a Lead Procurement Agency Certificate with Axia Cooperative (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Registration with Axia Cooperative as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Lead Procurement Agency will be the same as that available to Participating Public Agencies through Axia Cooperative.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither Axia Cooperative, any Lead Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on Axia Cooperative's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through Axia Cooperative.

These requirements are incorporated into and are considered an integral part of this RFP. Axia Cooperative reserves the right to determine whether or not to make the Master Agreement awarded by the Lead Procurement Agency available to Participating Public Agencies.

### 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement Axia Cooperative intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The Axia Cooperative marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The Axia Cooperative sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The Axia Cooperative contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers of authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of [redacted] of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the Axia Cooperative Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Axia Coop LLC Administration Agreement between Supplier and Axia Cooperative (the "Axia Coop LLC Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately $100mm annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are

anticipated to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and Axia Cooperative.

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Lead Procurement Agency will be the basis of award on a national level through Axia Cooperative. If multiple suppliers are awarded by Lead Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through Axia Cooperative. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Axia Cooperative shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to Axia Cooperative).

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through Axia Cooperative's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as an actively marketed offering available to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Lead Procurement Agency and Axia Cooperative designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement to public agencies and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through Axia Cooperative nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Axia Cooperative in accordance with the Axia Cooperative Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Lead Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through Axia Cooperative.

### 3.1 Company

A. Brief history and description of your company.
B. Total number and location of salespersons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

### 3.2 Distribution Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

**3.3 Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as an offering to Public Agencies for your teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award as a public sector sales offering within 10 days of award
    ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the Axia Cooperative team within first 90 days
B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
    i. Creation and distribution of a co-branded press release to trade publications
    ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
    iii. Design, publication and distribution of co-branded marketing materials within first 90 days
    iv. Commitment to provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings, etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement
    v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
    vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
    vii. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:
        - Axia Cooperative standard logo;
        - Copy of original Request for Proposal;
        - Copy of contract and amendments between Lead Procurement Agency and Supplier;
        - Summary of Products and pricing;
        - Marketing Materials
        - Electronic link to Axia Cooperative's website, including the online registration page;

- A dedicated telephone number and email address for Axia Cooperative.

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through Axia Cooperative. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to Axia Cooperative and agrees to provide permission for reproduction of such logo(s) in marketing communications and promotions. Acknowledge that use of Axia Cooperative logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by Axia Cooperative. All sales materials are to use the Axia Cooperative logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Lead Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through Axia Cooperative
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

   i. Respond with Master Agreement pricing (Contract Sales reported to Axia Cooperative).

   ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to Axia Cooperative under the Master Agreement.

   iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to Axia Cooperative).

   iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

# AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20__, between Axia Coop LLC ("Axia Cooperative"), and _____ ("Supplier").

## Recitals

**WHEREAS**, the _____ (the "Lead Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Lead Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit__ and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the Axia Cooperative website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit__) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through Axia Cooperative to Public Agencies;

**WHEREAS**, Axia Cooperative serves as the contract administrator of the Master Agreement on behalf of Lead Procurement Agency;

**WHEREAS**, Lead Procurement Agency desires Axia Cooperative to proceed with administration of the Master Agreement; and

**WHEREAS**, Axia Cooperative and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between Axia Cooperative and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Axia Cooperative and Supplier hereby agree as follows:

## Definitions

1. Capitalized terms used in this Agreement and not otherwise defined herein shall havethe meanings given to them in the Master Agreement.

## Terms and Conditions

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. Axia Cooperative shall be afforded all of the rights, privileges and indemnifications afforded to Lead Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Axia Cooperative, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. Axia Cooperative shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Lead Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Axia Cooperative solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, Axia Cooperative shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. Axia Cooperative makes no representation or guaranty with respect to any minimum purchases by Lead Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Axia Cooperative shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold Axia Cooperative harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING AXIA COOPERATIVE'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to Axia Cooperative in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Lead Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Axia Cooperative's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

## National Promotion

10. Axia Cooperative and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the Axia Cooperative program by either registering on the Axia Cooperative website, www.axiacoop.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Procurement Agency and Axia Cooperative. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to Axia Cooperative or posts on the Axia Cooperative website. Supplier shall indemnify, defend and hold harmless Axia Cooperative for use of all such content and images including copyright infringement claims. Supplier and Axia Cooperative each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo(s) (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to Axia Cooperative from Supplier in the amount of percent (_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Lead Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide Axia Cooperative with an electronic accounting report monthly, in the format prescribed by Axia Cooperative, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit _ ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to Axia Cooperative by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency's sole discretion, and/or this Agreement, at Axia Cooperative's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to Axia Cooperative at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Axia Cooperative designated financial institution identified in Exhibit _. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency's sole discretion, and/or this Agreement, at Axia Cooperative's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Axia Cooperative, or its designee, in Axia Cooperative's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date Axia Cooperative receives such report. In addition, Axia Cooperative may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Axia Cooperative at the location designated by Axia Cooperative. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Axia Cooperative will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to Axia Cooperative's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of Axia Cooperative's costs and expenses related to such audit.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between Axia Cooperative and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and Axia Cooperative's rights and obligations hereunder may be assigned at Axia Cooperative's sole discretion to an affiliate of Axia Cooperative, any purchaser of any or all or substantially all of the assets of Axia Cooperative, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of Axia Cooperative.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. Axia Coop LLC
    i. Attn: Ken Heckman, Founder & CEO
    ii. 348 Julianna Circle, Franklin, TN 37064
B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon Axia Cooperative, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Tennessee, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original

but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**Authorized Signature, Supplier**

Signature

Name

Title

Date

**AXIA COOP LLC**

Signature

Ken Heckman

Name

Founder & Chief Executive Officer

Title

Date

## FEDERAL FUNDS CERTIFICATIONS

*ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT*

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.**

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### APPENDIX II TO 2 CFR PART 200

**A. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor**

**regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF AFFORDABLE CARE ACT**

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name

Address, City, State, and Zip Code

Phone Number

Fax

Printed Name and Title of Authorized Representative

Email Address

Signature of Authorized Representative

Date

# 3. Veregy's Response to RFP#226099

# Veregy's Response To:

## City of Tucson

*Chiller and Boiler Maintenance Services*

RFP #226099


**Veregy Contact Information:**

Mark Christensen
E: mchristensen@veregy.com
P: 520.600.4488

Address:
3280 E Hemisphere Loop #130
Tucson, Arizona 85706


CITY OF TUCSON

VEREGY®



# Criteria


| | | |
|---|---|---|
| 1 | Qualifications and Experience | **1** |
| 2 | Method of Approach | **41** |
| 3 | AXIA Cooperative Response | **60** |

# Qualifications & Experience

**A. Provide detailed information of your firm's experience in maintaining and repairing chillers, boilers and associated equipment, including the conduct of any and all inspection, testing, maintenance, repair and cleaning services.**

One of the largest mechanical contractors in Arizona, Midstate Energy, DBA Veregy, herein after referred to as Veregy, is an experienced, full-service client-focused, firm with a successful 30-year history. We emphasize a cooperative team approach with an intense focus on quality, schedule and budget objectives while exceeding each client's expectations.

Veregy has a comprehensive understanding of the major tasks necessary to perform service on your equipment in varying facilities including government, historic, occupied buildings with critical environments. We understand the importance of safety, communication and other coordination protocols to ensure no disruption to the existing environment.

Our technical team based in Tucson has extensive experience in providing PM programs for chilled water systems. In the last 5 years our team has provided service for a portfolio of chilled water systems comprised of:

37 Carrier Chillers - ranging in size from 100 to 500 tons
7 York Chillers - ranging in size from 125 to 300 tons
18 McQuay Chillers - ranging in size from 50 ton to 175 tons
9 Trane Chillers - ranging in size from 150 to 300 tons
Numerous BAC, Marley, Evapco, Delta

The team also has a deep experience in providing PM program for hot water systems. In the last 5 years our team has provided service for a portfolio of hot water systems comprised of:

In the last 5 year we have serviced over 190 boilers in Tucson alone for a wide array of manufacturers.

## Preventive Maintenance
## Scope of Work
## Chiller - Packaged Air Cooled

Veregy will furnish maintenance for the chilled water generating unit(s) covered by this agreement per the manufacturer's recommended requirements or as indicated below:

1. **Annual winter maintenance** - Once a year, the following preventive maintenance tasks will be performed per manufacturer's recommendation including but not limited to the following:

   A. Check unit for refrigerant leaks.
   B. Check safety and operating controls.
   C. Take compressor and condenser motor amp and voltage readings.
   D. Check and tighten all electrical terminals and check contacts for wear.
   E. Check oil level in compressor and add as required,
   F. Tighten motor terminals and control panel terminals.
   G. Check crankcase heater.
   H. Check external interlocks, flow switch, pumps and fans.
   I. Check oil sample for acid.
   J. Report deficiencies noted.
   K. Check and adjust purge unit operation. (If applicable.)
   L. Replace filter/drier cores.
   M. Check starter and disconnect operation.
   N. Check and record chilled water supply and return temperatures.
   0. Check operation of condenser fans and motors.
   P. Lubricate condenser fan motors as needed.
   Q. Clean condenser coils, if included in Agreement.
   R. Check and adjust settings of low ambient controls, if so equipped.

2. **Scheduled Preventive Maintenance** - 3 inspections during the operating season will be made and include:

   A. Check unit for refrigerant leaks.
   B. Check safety and operating controls.
   C. Take compressor and condenser motor amp and voltage readings.
   D. Check refrigerant pressures.
   E. Check chilled water supply and return temperatures.
   E. Check starter and disconnect operation.
   G. Check external interlocks and flow switches.
   H. Check operation of condenser fans and motors.
   I. Lubricate condenser fan motors as needed.
   J. Clean condenser coils, if included in Agreement.
   K. Check and adjust settings of low ambient controls, if so equipped.
   L. Report deficiencies noted.

## Preventive Maintenance
## Scope of Work
## Scroll Chiller - Water Cooled

Veregy Energy, LLC, will furnish maintenance for the chilled water generating unit(s) covered by this agreement per the manufacturer's recommended requirements or as indicated below:

1. **Annual maintenance** - Once a year, the following preventive maintenance tasks will be performed per manufacturer's recommendation including but not limited to the following:

   A. Check unit for refrigerant leaks.
   B. Check safety and operating controls.
   C. Take compressor and condenser motor amp and voltage readings.
   D. Check and tighten all electrical terminals and check contacts for wear.
   E. Check oil level in compressor
   F. Tighten motor terminals and control panel terminals.
   G. Check crankcase heater.
   H. Check flow switch operation.
   I. Report deficiencies noted.
   J. Replace filter/drier cores.
   K. Check starter and disconnect condition and operation.
   L. Check and record chilled water supply and return temperatures.
   M. Check and record the condenser water supply and return temperatures.
   N. Brush Tubes

2. **Provide Written Reports** - following each inspection.

## Preventive Maintenance
## Scope of Work
## Centrifugal Chiller - Water Cooled

Veregy Energy, LLC, will furnish maintenance for the chilled water generating unit(s) covered by this agreement per the manufacturer's recommended requirements or as indicated below:

1. **Annual maintenance** - Once a year, the following preventive maintenance tasks will be performed per manufacturer's recommendation including but not limited to the following:

   A. Brush Tubes
   B. Replace filter/drier cores.
   C. Check for refrigerant leaks.
   D. Take oil sample and provide copy of analysis report.
   E. Tighten motor terminals.
   F. Check and tighten all electrical terminals control panel terminals
   G. Check starter and disconnect condition and operation.
   H. Check contacts for wear.
   I. Check safety and operating controls.
   J. Check flow switch operation.
   K. Check oil pump operation
   L. Check and record chilled water supply and return temperatures.
   M. Check and record the condenser water supply and return temperatures.
   N. Take compressor and condenser motor amp and voltage readings.
   O. Check oil level in compressor.

2. **Provide Written Reports** - following each inspection.

## Preventive Maintenance
## Scope of Work
## Boiler/Hot Water Heater

Veregy Energy, LLC, will furnish preventive maintenance per manufacturer's recommendations to include the following:

1. **Annual Maintenance**

   A. Secure and drain boiler.
   B. Open fireside and water side for cleaning and inspection.
   C. Check heating surfaces and water side for: corrosion, pitting, scale, blisters, bulges, soot.
   D. Inspect refractory.
   E. Clean or replace water column sight glass.
   F. Clean fire inspection glass.
   G. Disassemble, clean and inspect low water cutoff (controls).
   H. Reassemble boiler and low water cutoff controls with new gaskets.
   I. Check blowdown valve packing and lubricate.
   J. Refill boiler.
   K. Perform hydrostatic test if required.
   L. Test safety/relief valve(s) after startup (full pressure).
   M. Clean burner fan wheels and air dampers.
   N. Clean burner orifice
   O. Clean flame sensor.
   P. Clean and adjust ignition electrodes.
   Q. Check all burner linkage for excessive wear.
   R. Tighten all linkage set screws.
   S. Lubricate motor and shaft bearings.
   T. Check gas valves against leakage (where test cocks are provided).
   U. Check operation of modulating motor.
   V. Perform pilot turndown test.
   W. Check settings and test all operating and limit controls.

2. **Biannual Operations Check** – [2nd inspection operational check only]

   A. Observe manufacturers recommendations for boiler and burner operation.
   B. Check fuel supply.
   C. Check auxiliary equipment operation.
   D. Inspect burner and controls prior to startup.
   E. Start burner, check operating controls. Test safety controls and pressure relief valve.
   F. Check and record entering and leaving water temperatures
   G. Log all operating conditions.

3. **Provide Written Reports** - following each inspection.

B. Describe in detail your firm's understanding, knowledge, and experience related to local and state regulations, codes, and ordinances specific to the systems covered by this contract.

Veregy has been working in and with the City of Tucson and Tucson Unified School District for many years, formerly under Veregy Energy. We also work cities and school districts across the state and country. These years of experience have made us experts in Federal, State, and Local rules and ordinances.

We have completed many projects in Police and Fire stations as well as many different city buildings as well as schools and recreational centers and are familiar with the sensitivities and special needs of each. We prioritize safety and communication and endeavor to do most, if not all, of our work outside of working hours or around the needs of our clients and the facilities in question. We are licensed by the State of Arizona in all the services required under this contract, as well as with the City of Tucson, copies of which can be found later in this document.

We are confident with our extensive experience and our team's knowledge on numerous similar projects; we can help the City of Tucson meet its budget requirements. We are committed to delivering the highest level of services and superior quality.

C. Describe in detail your firm's understanding, knowledge, and experience related to the various manufacturers, and manufacturer recommended or required maintenance and repair procedures.

Equipment manufacturers have a prescribed PM program that recommend ensuring that the equipment delivers as specified. To support these PM program, they have avenues to assist either directly or via training of your staff. These programs are not without merit or cost. It is our approach to staffing our team with technicians who have been trained on the manufacture's equipment and with their prescribed training curriculum.

This however is only one part of the equation. The second part of this question is -What is going on with the equipment in the field? Veregy could and would argue that this part of the equation is more relevant to determining the condition of the equipment and success of the PM program. With our 30-year history as an installer and service provider we have real-time information that we can compare to factory standard and factory recommendations.

We discuss with our clients the difference between the two were relevant and then take a course of action that is balanced and based on actual system performance measured on your equipment. Some factory recommendations are extremely important and necessary to maintain any warranty requirements and we clearly need to document our actions that support these requirements. However, some factory defined actions that are prescribed for an older piece of equipment can be candidates for discussion. We would bring to the discussion our experience with similar systems and components, current system performance, and our clients use for the building and future plans, to help determine the best course of action for additional PM and repairs.

Our clients for have received a cost-effective PM program based on our approach to bring a

combination of factory recommended PM routines, factory training on the execution of the PM and Service, combined with our real world and regional experience to develop a documentable program to address your facility needs.

- Key Qualifications of Veregy for the City of Tucson:
- Ability to design, estimate, and propose projects in real time while onsite
- Over 50 employees with fingerprint clearance Strong emphasis on preplanning to ensure successful project completion
- Effective team approach and commitment Significant renovation/retrofit experience Comparable project experience
- Project understanding
- In-house safety training for all employees Established track record meeting tight budget and schedule requirements

## CENTRAL PLANT EXPERIENCE

All Veregy service technicians slated for the City of Tucson have had decades of experience with maintenance, service and operation of central plants.

Experience in Central Plant Operation include central plants as big as 4,450 tons with centrifugal chillers, towers, vane axial fans, pumps, VFDs, and building automation systems for office, data center, hotel & retail spaces. Experience for all three service technicians include centrifugal, reciprocating, screw chillers, water source heat pump, cooling towers, pumps, variable frequency drives, air handlers, unitary equipment, fans, building automation systems, etc. The individual technician's resumes state their specific manufacturer's training for chillers and other major equipment. Veregy commits to on-going training of our technical services staff. All technicians assigned to maintain or operate the central plant have extensive chiller knowledge.

Because of Veregy's vast experience in constructing Central Plants, we are often the service provider of choice during the warranty period. Owners understand the value of single source responsibility while equipment is under warranty and beyond. We build it, we take pride in our workmanship, and we want to ensure years of lasting operation.

**D. Identify and detail the experience, certification, and training of the key management personnel that will be managing, coordinating, and supervising the required work and services.**

## PERSONNEL

Veregy realizes the importance of having the right team of dedicated, proven professionals with relevant experience. Every team member proposed is available to begin work on the City of Tucson projects at the particular stage when their services are needed and will be involved throughout the project duration.

Veregy has maintained a steady growth in field and support staff while understanding the peaks and valleys of construction and service projects. Our team has effectively kept our personnel in a consistent workflow. We believe our consistent and steady retention of

personnel is due to our training, dedicated and knowledgeable management, and a safe working environment. Having stability in our workforce allows Veregy to ensure a solid team is in place to perform the City of Tucson projects.

Veregy is committed to extending industry leadership by providing training opportunities that foster the professional growth and creativity of our employees. Veregy's employees receive ongoing training that enables them to perform their jobs more effectively. By continuing to invest in our people, Veregy maintains a stable, skilled and productive workforce.

Veregy has our customer's interests and safety in mind for all our clients. We perform criminal background checks on all employees and our Service Department technicians carry DPS Class I Fingerprint Cards. All service technicians hold valid driver's licenses.

Veregy's Service Department employs 22 technicians with hundreds of years of combined experience. Our selection of the technicians assigned to the City of Tucson will be based on experience with chilled water plants and the types of equipment being serviced.

For the opportunity at your facility, we will provide service using the following individuals:

# Mark Christensen

**Lead Estimator/Project Manager**

Account Executive who has worked with the TUSD team for multiple years. I continue to work directly with district operations on numerous special projects and design build construction projects, involving HVAC system and implementation. Also a Dependable Design Build Construction Manager, bringing management experience and a successful 40 year track record in Southern Arizona. Enthusiastic team player with a strong work ethic and advanced complex problem solving skills, providing customers solutions for any HVAC system or design.

Dedicated Operations Manager excels at cutting costs and streamlining operations to meet or exceed customer expectations. Skilled at communicating with Engineers, vendors, team members and customers to provide seamless construction projects in any environment. Excellent organization skills give's the ability to manage multiple time-sensitive orders.

## Education

Associates Degree from Tucson College of business in Accounting and Management

## Work Experience

Years in the Industry: 40
Years at Veregy: 12

## Contact

Phone: 520.203.9728
Email: mchristensen@veregy.com
Website: www.veregy.com

## Project Experience

- AZ Department of Emergency and Military Affairs
- Sunnyside Unified School District
- Amphitheater Unified School District
- Tucson Unified School District
- Rincon High School
- Tucson High School
- Santa Rita High School
- Tombstone Unified School District
- Huachuca City School
- Vail Unified School District

## Contact

Phone: 520.600.4488
Email: mchristensen@veregy.com
Website: www.veregy.com

# Russell Woolstenhulme

**Project Manager**

Experienced professional in HVAC, controls, and management, eager to use earned skills in management at Midstate Energy. Competent team member able to effectively collaborate within the interdisciplinary team. Dedicated worker with a sense of purpose.

## Education, Certifications, Specialty Training and Professional Associations:

- Johnson Control's Tech Edge
- Apprentice of the Year 1997
- Pipe Fitter /Steam Fitter Apprenticeship

## Management & Leadership

- Strong interpersonal and leadership skills with years of experience directing employees; excellent customer service skills ensuring customer satisfaction. As a business owner, I handled the bookkeeping, financial forecasting, and budgets while running the business's daily routines.
- Over 30 years of experience in the HVAC mechanical industry; experienced in overseeing projects, trouble shooting, and working on a wide variety of systems in data centers, commercial, and residential buildings. Proficient in Excel, Yardi, Quick Base and multiple BMS systems.

## Contact

Phone: 520.262.6467
Email: rwoolstenhulme@veregy.com
Website: www.veregy.com

# Carrier University

awards this

## Certificate of Participation

to

***Russ Wollstenhulme***

for successful completion of the

## 23XRV and 30 Series Screw and Scroll Chiller Fundamentals

**Location:** **Phoenix, AZ**
**Date:** **March 14 – 18, 2022**
**Instructor:** **Mike Dilucchio**

Thomas A. Graf
Manager, Carrier University

E. Identify and detail the experience, certification, and training of the technicians that will be performing the required work and services.

# Nick Seymour

**Service Technician**

Service, maintenance, and troubleshooting of all aspects of commercial HVAC equipment including but not limited to air handlers, chillers, boilers, hydronic piping, and walk-in freezers/ coolers. Extensive communication with facilities management teams to meet timeframes, deadlines, and customer expectations. Provide on-site and telephone support and supervision to co-workers related to all aspects of HVAC Service

## Education, Certifications, Specialty Training and Professional Associations:

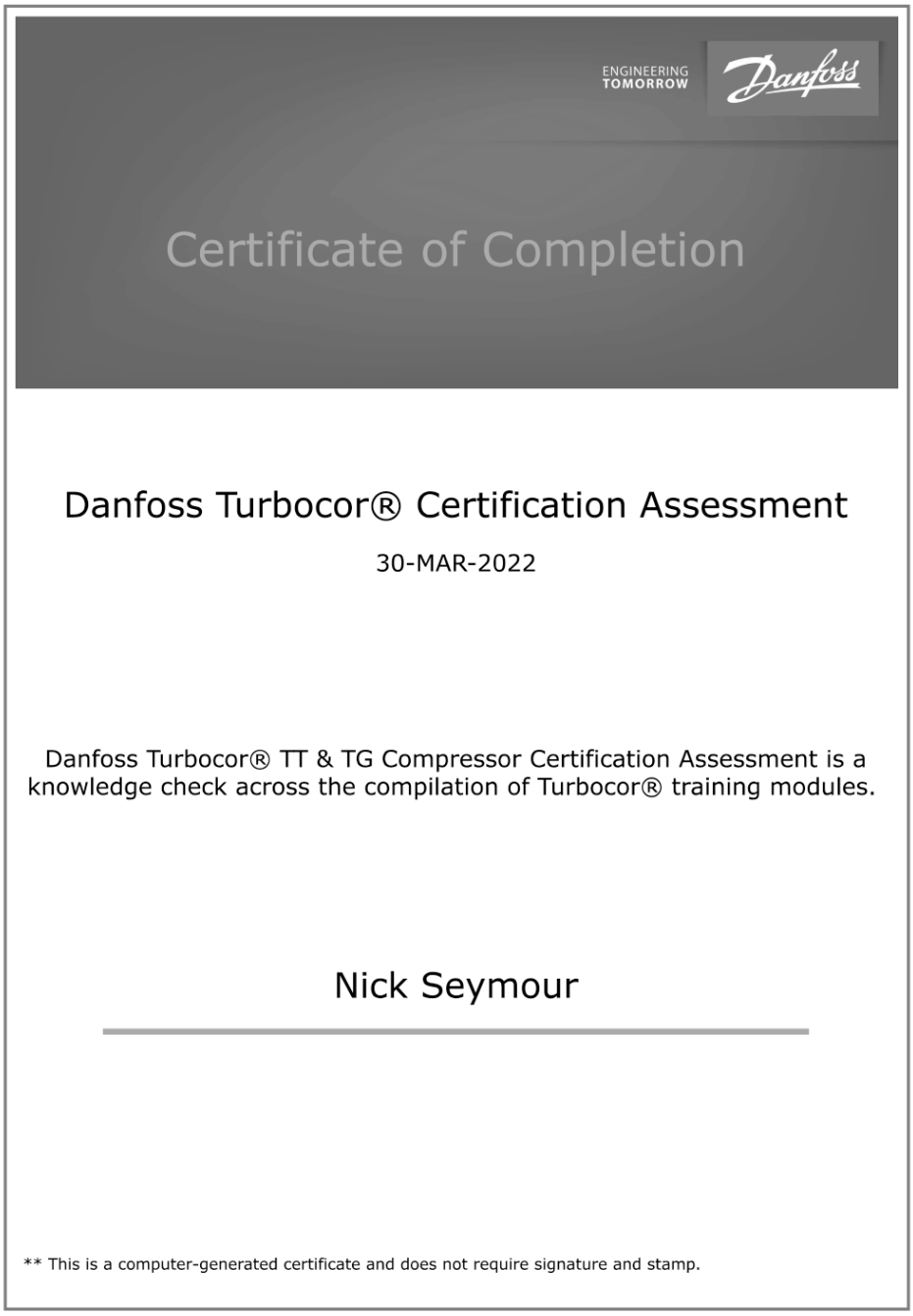
- Universal EPA Certification
- Fall Protection, Aerial Lift and Ladder Use Training
- Confined Space Respirator Training
- Forklift Operator Training
- Desert Fire CPR and First Aid Training
- Asbestos Awareness Training
- Laser Operator Training
- Mitsubishi Multi-Zone Certification
- Johnson Controls Training
- Carrier Factory Training
- Trane Factory Training
- Carrier Introductory Chiller Course

## Experience

- **Commercial Service Technician** – Veregy
- **Journeyman Pipefitter** – Midstate Mechanical
- **Commercial Service Technician** – Sun Mechanical
- **Residential Service Technician** – American Refrigeration Systems
- **Project Manager** – Climate Conditioning Systems
- **Sheet Metal Fabricator** – Andros Refrigeration

## Contact

Phone: 520.262.7545
Email: nseymour@gmail.com
Website: www.veregy.com



ENGINEERING TOMORROW

Danfoss

Certificate of Completion

Danfoss Turbocor® Certification Assessment

30-MAR-2022

Danfoss Turbocor® TT & TG Compressor Certification Assessment is a knowledge check across the compilation of Turbocor® training modules.

Nick Seymour

** This is a computer-generated certificate and does not require signature and stamp.

# CERTIFICATE OF COMPLETION

## CONFINED SPACE, LOTO, RESPIRATOR USE

## TRAINING CLASS



This certificate is presented to

*Nick Seymour*

Climate Conditioning Systems

In recognition of attendance to the training class on

Confined Space, LOTO, & Respirator Use

presented by

NESH INSTITUTE, LLC.*SHARON POWERS,RSO,RSM,OSHA AUTHORIZED OUTREACH INSTRUCTOR

Sharon Powers — 5/25/05

Signature — Date

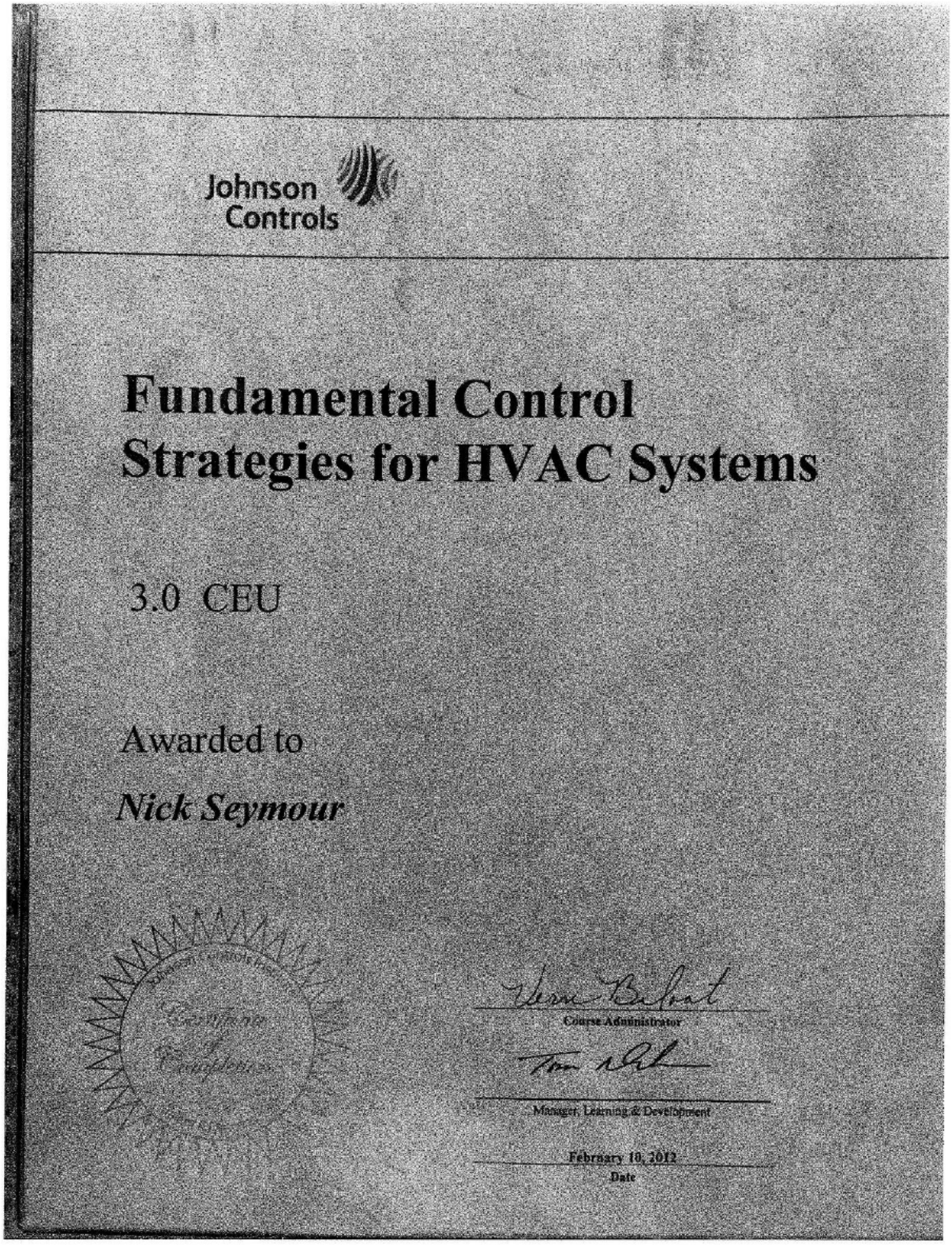
Sharon Powers— RSO, RSM, OSHA Auth. Outreach Inst.
Nesh Institute, LLC

James J. Kuliesh — 5/25/05

Signature — Date

James J. Kuliesh
Executive Director, ACT

ALLIANCE OF CONSTRUCTION TRADES



Johnson Controls

# Fundamental Control Strategies for HVAC Systems

3.0 CEU

Awarded to

*Nick Seymour*

Course Administrator

Manager, Learning & Development

February 10, 2012
Date

Veregy's Response to the City of Tucson's RFP# 226099 Chiller and Boiler Maintenance Services

Carrier

# Certificate of Achievement

Awarded to

## Nick Seymour

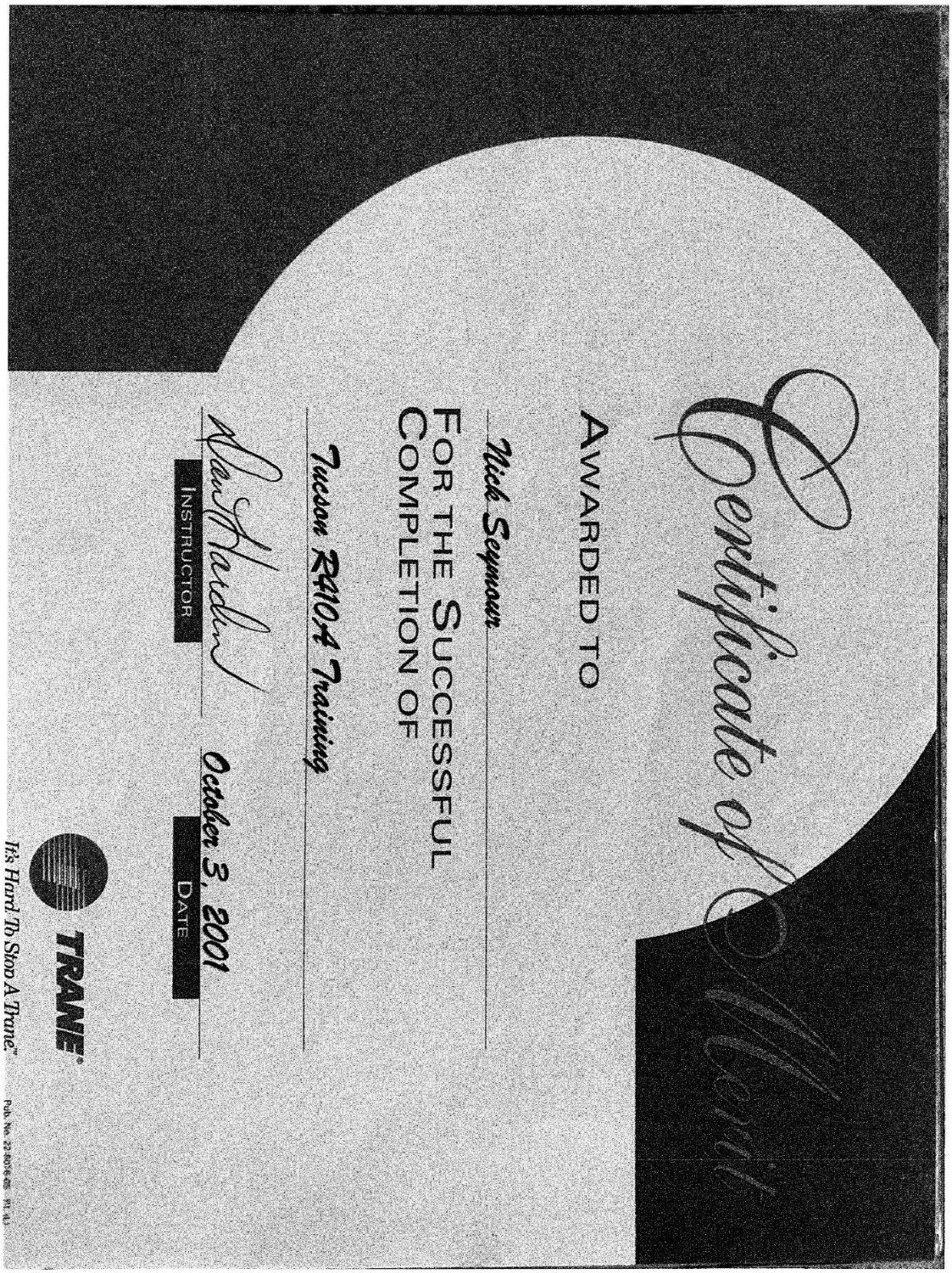
for completing all the requirements of the
Application & Service Training for the
Environmentally Sound Refrigerant, Puron™

Puron™
the environmentally sound refrigerant
REFRIGERANT SPECIALIST
Carrier

Jeff Powers
Instructor

Sigler & Reeves
Distributor

December 7, 2000
Date



Certificate of Attendance

AWARDED TO

Nick Seymour

FOR THE SUCCESSFUL COMPLETION OF

Tucson RH104 Training

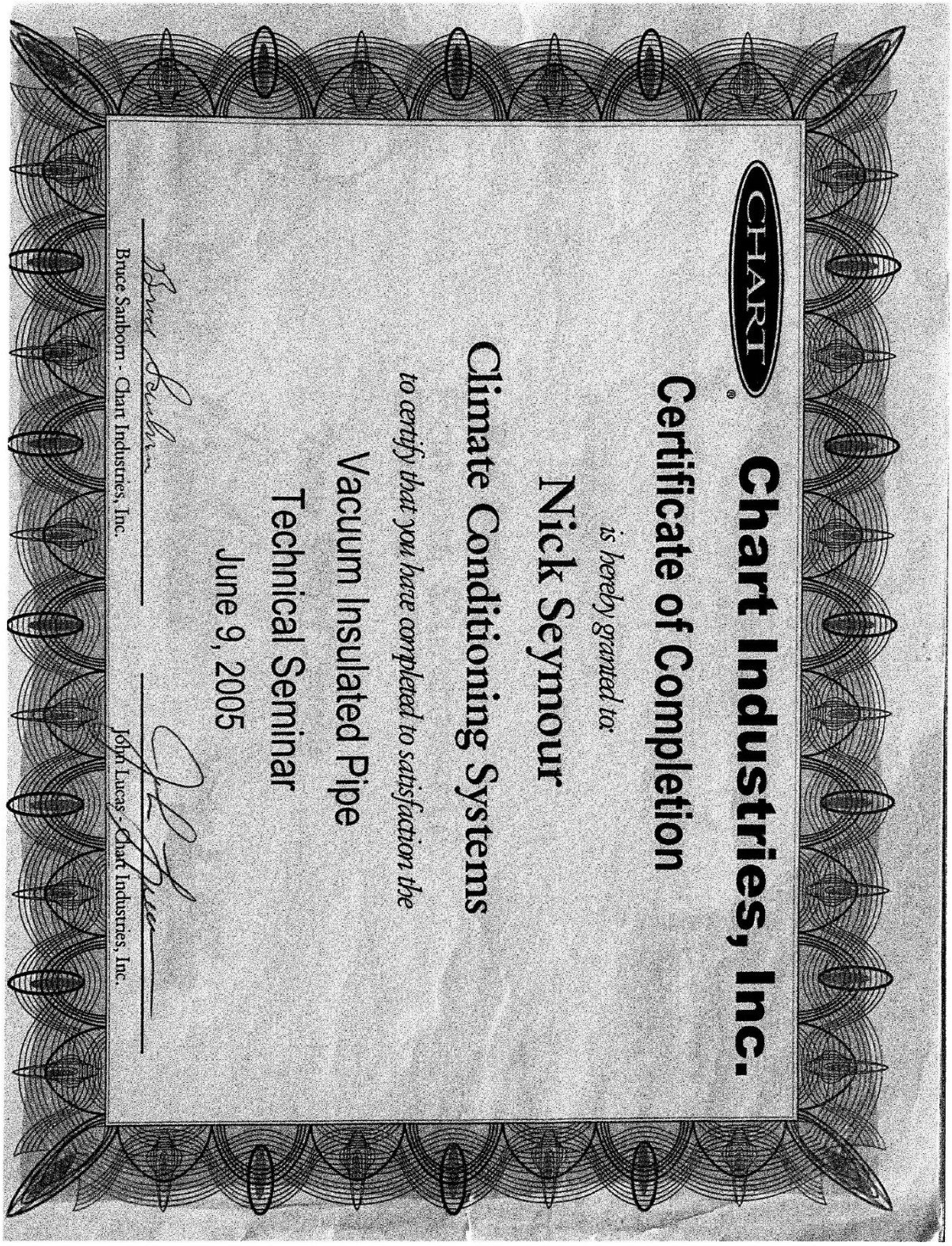
Ken Hardin
INSTRUCTOR

October 3, 2001
DATE

TRANE

It's Hard To Stop A Trane.

Pub. No. 22-0078-405 PI 4-3



CHART

Chart Industries, Inc.

Certificate of Completion

*is hereby granted to:*

Nick Seymour

Climate Conditioning Systems

*to certify that you have completed to satisfaction the*

Vacuum Insulated Pipe

Technical Seminar

June 9, 2005

Bruce Sanborn - Chart Industries, Inc.

John Lucas - Chart Industries, Inc.

# Fred Chambers

**Service Technician**

Mr. Chambers has been in the HVAC industry for over 37 years. During his career, Fred has specialized in industrial, municipal, educational facilities and private client projects

## Education, Certifications, Specialty Training and Professional Associations:

- Sheet Metal/ Refrigeration Journeyman Certified (union)
- York Chiller Certified
- Carrier Factory Air Cooled Chiller Certified
- Carrier Factory Screw Chiller Certified
- Trane Factory Rotary Chiller Certified
- Trane Factory Centrifugal Certified
- York Factory Chi1ler Certified
- ABB Factory Certified
- Yaskawa Factory Certified
- Boiler and Gas Certified

## Project Experience

- Energy upgrade for performance contract to include replacing and performing startup on nineteen ( 19) carrier centrifugal chi11ers and twenty-one (21) boilers throughout the Glendale School District.
- Maintaining all Higley Unified School District's central plants and chi11ers. Performed multiple retrofit projects and new installations and assisted with the replacement of seven (7) chillers to higher efficiency equipment.
- Scope involves all aspects of comfort cooling, process cooling and industrial air equipment at the Bard Peripheral manufacturing plant.

## Contact

Phone: 602.489.2214
Email: fchambers@gmail.com
Website: www.veregy.com



ACCA
Air Conditioning Contractors of America

Alan Barnes
President, ACCA

FERRIS STATE UNIVERSITY

Richard E. Shaw
Program Director, HVACR Programs
Ferris State University

ACE
AIR CONDITIONING EXCELLENCE
Technician Certification Program

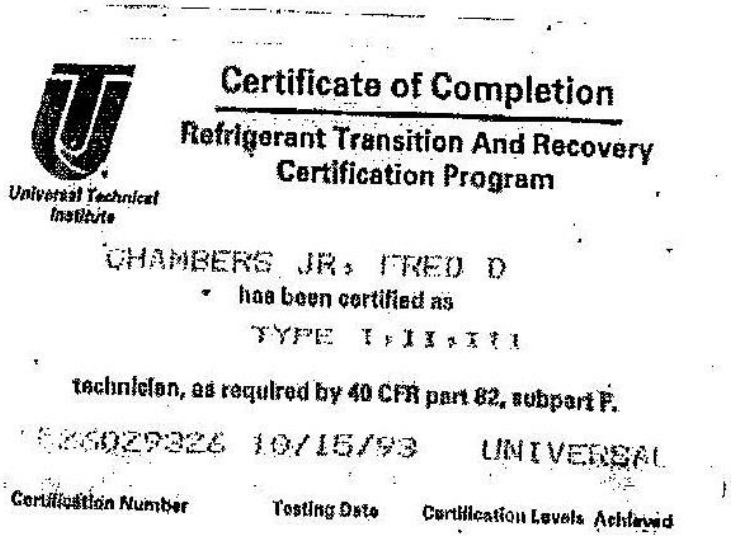
Specialist Certification Award

Awarded To

FRED CHAMBERS JR
526029326

Credit Awarded

Core Completion 10-96



Universal Technical Institute

Certificate of Completion

Refrigerant Transition And Recovery Certification Program

CHAMBERS JR, FRED D

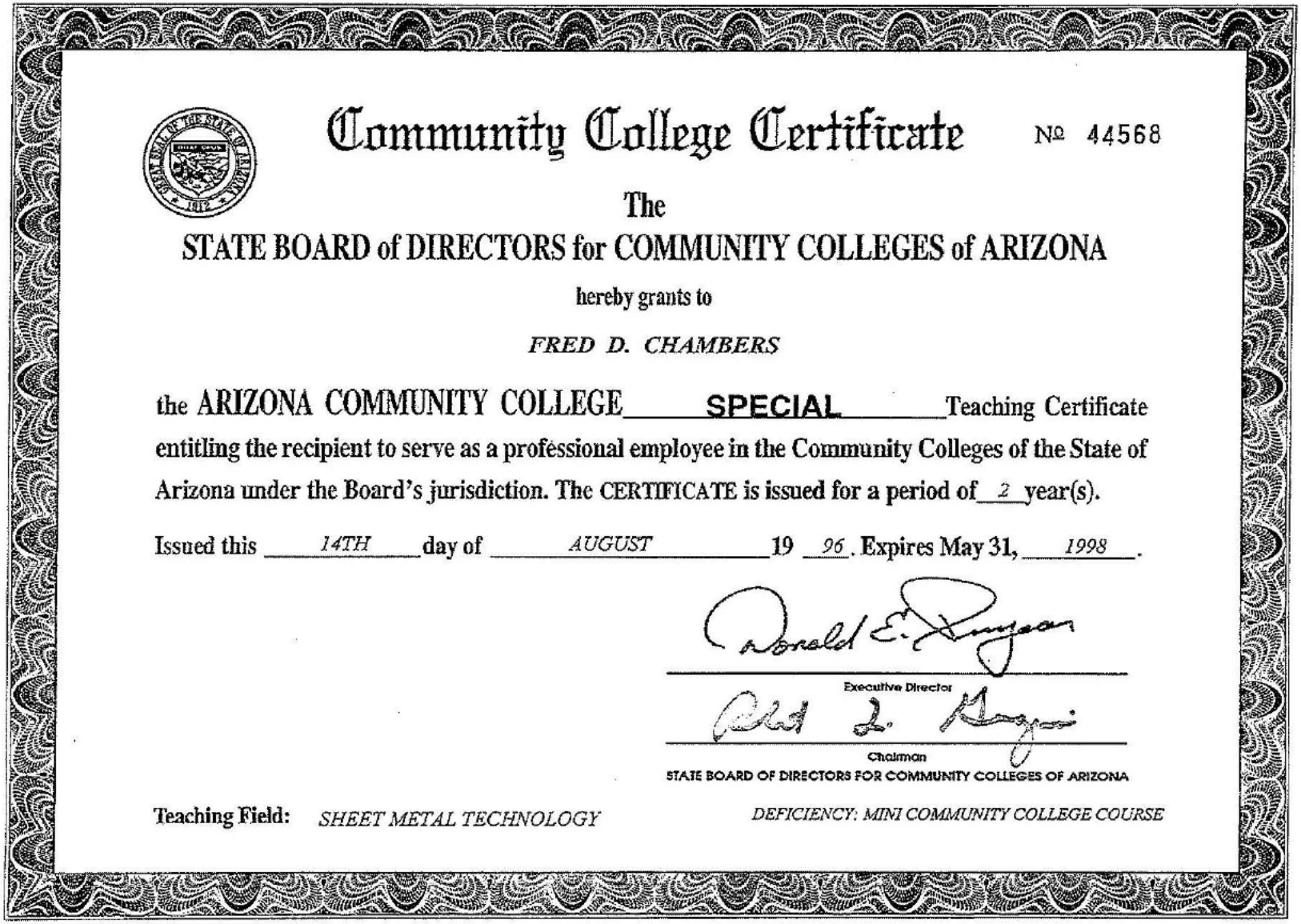
has been certified as

TYPE I, II, III

technician, as required by 40 CFR part 82, subpart F.

526029326 10/15/93 UNIVERSAL

Certification Number Testing Date Certification Levels Achieved



# Community College Certificate

№ 44568

The

STATE BOARD of DIRECTORS for COMMUNITY COLLEGES of ARIZONA

hereby grants to

*FRED D. CHAMBERS*

the ARIZONA COMMUNITY COLLEGE **SPECIAL** Teaching Certificate entitling the recipient to serve as a professional employee in the Community Colleges of the State of Arizona under the Board's jurisdiction. The CERTIFICATE is issued for a period of *2* year(s).

Issued this *14TH* day of *AUGUST* 19 *96*. Expires May 31, *1998*.

Executive Director

Chairman
STATE BOARD OF DIRECTORS FOR COMMUNITY COLLEGES OF ARIZONA

**Teaching Field:** *SHEET METAL TECHNOLOGY*

*DEFICIENCY: MINI COMMUNITY COLLEGE COURSE*



AIR CONDITIONING CONTRACTORS OF ARIZONA

ACCA AIR CONDITIONING CONTRACTORS OF ARIZONA

In recognition of your participation in the ACCA
*"Compressor Failure Analysis Class"*

Presented this 20 day of April, 1995

*Fred Chambers*

ACCA President

ACCA Education Committee Chairman

ACCA Executive Director

Instructor

# MACHINE DYNAMICS, Inc.

*This Is To Certify That*

## Fred Chambers, Jr.

*Has Completed The*

## BALANCING WORKSHOP

J. B. Rodgers Mechanical Contractors
Phoenix, Arizona
Location

.7 CEU's
(Continuing Education Units)

March 20, 1998
Date

Victor Woolk
Instructor

© 6OCS 746

PRINTED IN U.S.A.

Veregy's Response to the City of Tucson's RFP# 226099 Chiller and Boiler Maintenance Services

CITY OF TUCSON

# MACHINE DYNAMICS, Inc.

*This Is To Certify That*

**Fred Chambers, Jr.**

Name

*Has Completed The*

**MACHINERY VIBRATION:**
**MEASUREMENT & ANALYSIS WORKSHOP**

J. B. Rodgers Mechanical Contractors
Phoenix, Arizona
Location

1.4 CEU's
(Continuing Education Units)

March 18 & 19, 1998
Date

Victor Wowk
Instructor

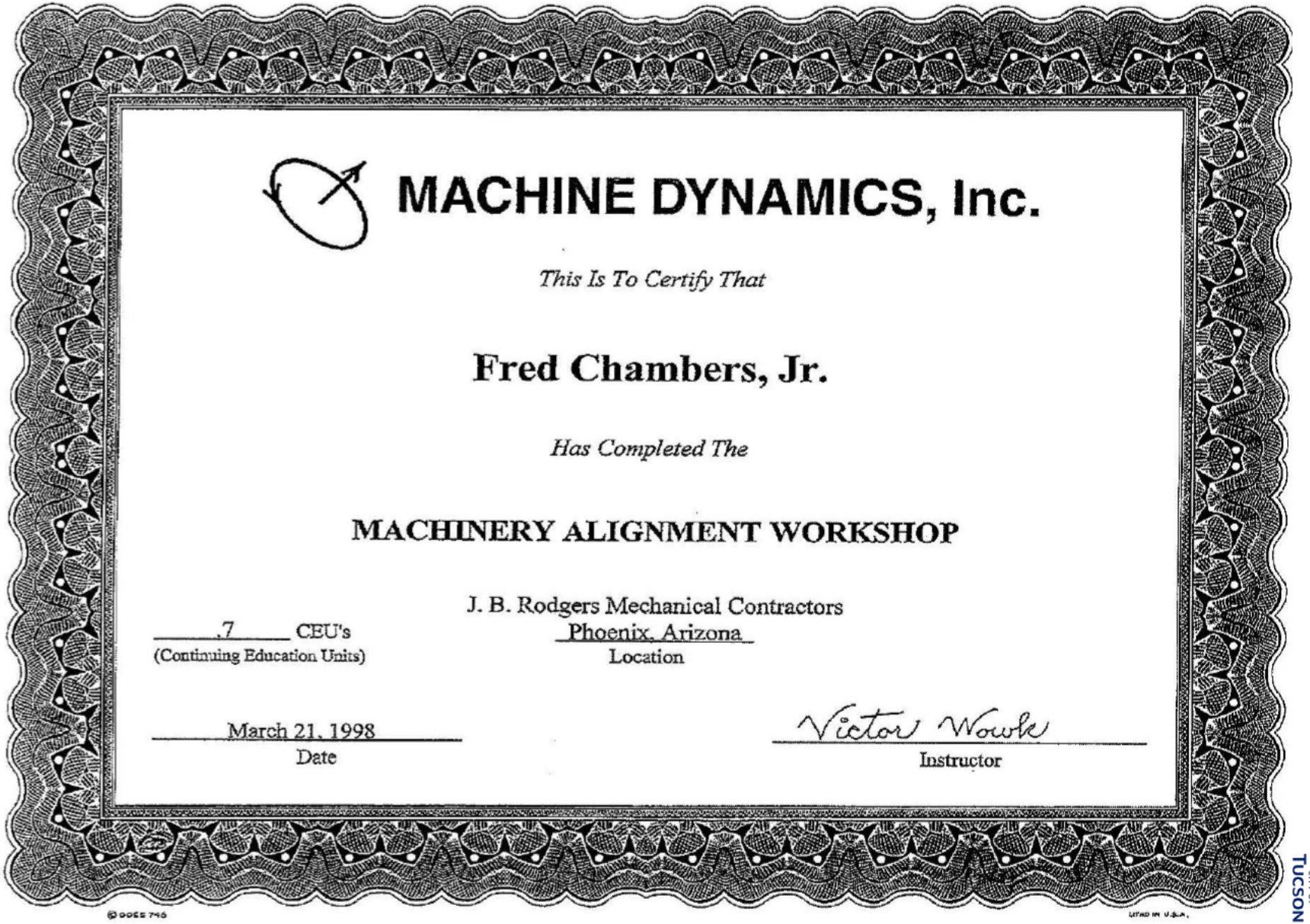
© 8065 746

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Page 27 of 70

Veregy's Response to the City of Tucson's RFP# 226099 Chiller and Boiler Maintenance Services

CITY OF TUCSON



# MACHINE DYNAMICS, Inc.

*This Is To Certify That*

## Fred Chambers, Jr.

*Has Completed The*

## MACHINERY ALIGNMENT WORKSHOP

J. B. Rodgers Mechanical Contractors

.7 CEU's
(Continuing Education Units)

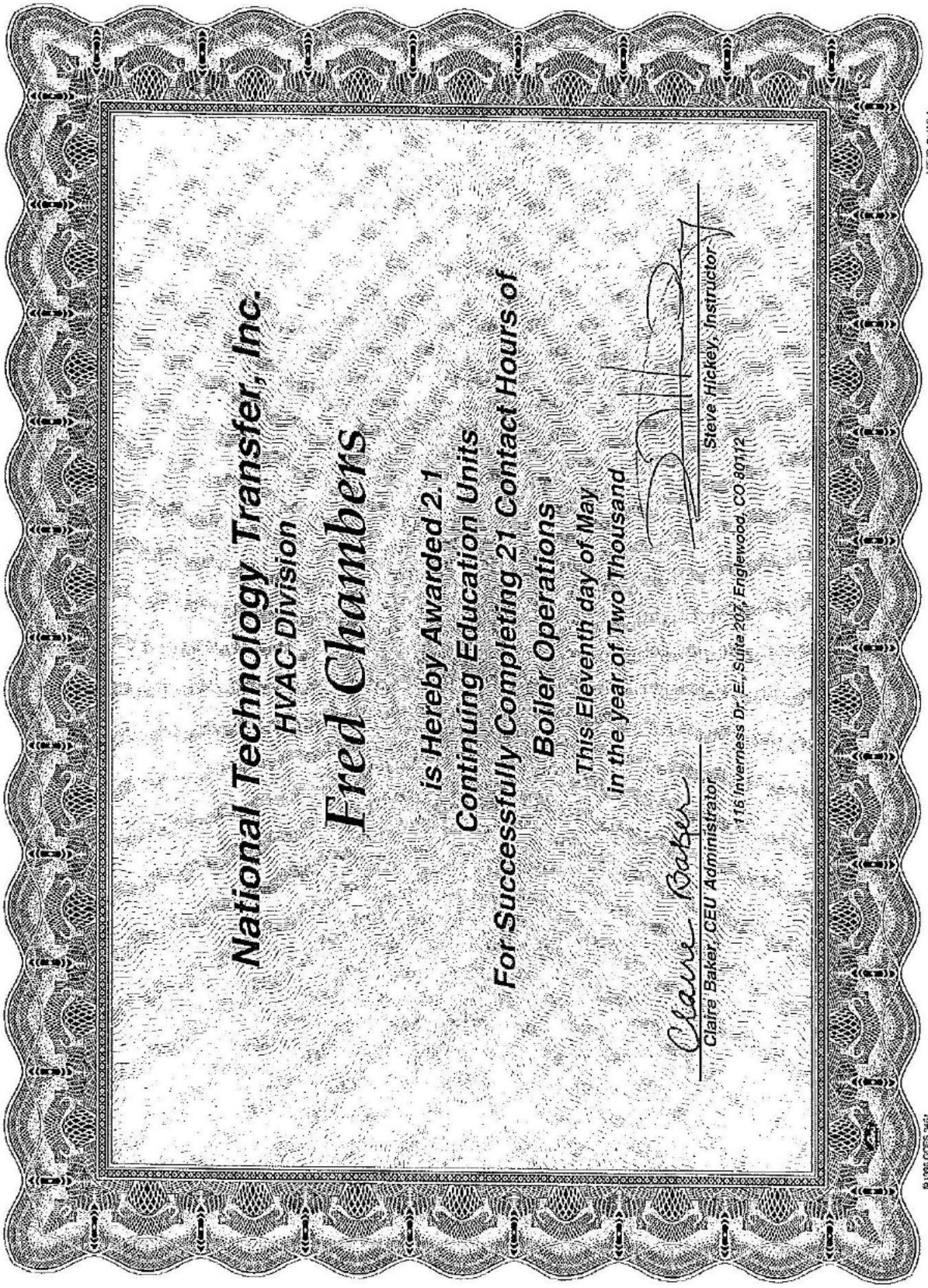
Phoenix, Arizona
Location

March 21, 1998
Date

Victor Woolk
Instructor

© DDES 746

LITHO IN U.S.A.



National Technology Transfer, Inc.
HVAC Division
Fred Chambers
is Hereby Awarded 2.1
Continuing Education Units
For Successfully Completing 21 Contact Hours of
Boiler Operations
This Eleventh day of May
in the year of Two Thousand

Claire Baker, CEU Administrator
Steve Hickey, Instructor
116 Inverness Dr. E., Suite 207, Englewood, CO 80112

# Entech Sales and Service, Inc.

certifies that

## *Fred Chambers, Jr.*

has successfully completed the

## **Carrier**

## Centrifugal Teardown Training

John P. Mattes
Service Manager

February 7, 1997

# Entech Sales and Service, Inc.

certifies that

## *Fred Chambers, Jr.*

has successfully completed the

## TRANE, CARRIER, YORK, McQUAY MICROPROCESSOR PANELS



John P. Mattes
Executive Vice-President

February 21, 1997

# Technical Service Training Certificate

Presented to

*Fred Chambers Jr.*

*This certification has been issued for attending*

*Laars Heating Systems Technical Training on*

*Mighty Therm2 & Pennant*

*Issued on 19th day of May, 2012*

*Tim McKendall*

*Western Territory Service Manager*

LAARS Heating Systems Company

# International Training Institute

## Sheet Metal and Air Conditioning Industry

This Certifies That

# Fred D. Chambers

Has Completed The Course of Instruction
for

## Service Work 4 Training Program

at
Detroit, Michigan
on this 7th day of May 1999

COURSE DIRECTOR

EXECUTIVE ADMINISTRATOR, INTERNATIONAL TRAINING INSTITUTE



Veregy's Response to the City of Tucson's RFP# 226099 Chiller and Boiler Maintenance Services

# National Training Fund

## Sheet Metal and Air Conditioning Industry

This certifies that

# Fred D. Chambers, Jr.

has completed a

**Service Work 3 Instructor Training Program**

in

Phoenix, Arizona

March 30 - April 10, 1998

COURSE DIRECTOR

ADMINISTRATOR
NATIONAL TRAINING FUND

Veregy's Response to the City of Tucson's RFP# 226099 Chiller and Boiler Maintenance Services

# National Training Fund

## Sheet Metal and Air Conditioning Industry

This certifies that

# Fred D. Chambers

has completed a

**Service Work 2 Instructor Training Program**

in

Phoenix, Arizona

April 21-May 2, 1997

COURSE DIRECTOR

ADMINISTRATOR
NATIONAL TRAINING FUND

# National Training Fund

## Sheet Metal and Air Conditioning Industry

This certifies that

# Fred D. Chambers, Jr.

has completed a

**Service Work 1 Instructor Training Program**

in

Phoenix, Arizona

May 13-24, 1996

COURSE DIRECTOR

ADMINISTRATOR / ASSISTANT ADMINISTRATOR
NATIONAL TRAINING FUND

1997

SMACNA

# Sheet Metal and Air Conditioning Contractors' National Association

Certifies that

Fred Chambers

has advanced professionally as a Supervisor

by successfully completing

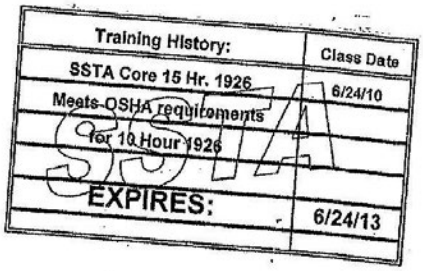
SMACNA's Supervisory Training Program

Improved Production Through Supervisory Training

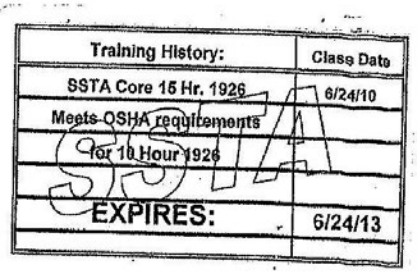
Awarded this 26th day of June

Chairman, Business Management & Education Committee

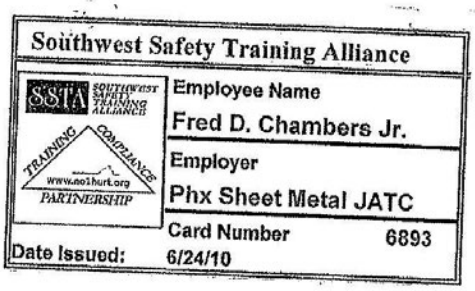
Executive Vice President



| Training History: | Class Date |
|---|---|
| SSTA Core 15 Hr. 1926 | 6/24/10 |
| Meets OSHA requirements for 10 Hour 1926 | |
| EXPIRES: | 6/24/13 |



| Training History: | Class Date |
|---|---|
| SSTA Core 15 Hr. 1926 | 6/24/10 |
| Meets OSHA requirements for 10 Hour 1926 | |
| EXPIRES: | 6/24/13 |



Southwest Safety Training Alliance

SSTA SOUTHWEST SAFETY TRAINING ALLIANCE

TRAINING COMPLIANCE PARTNERSHIP www.no1hurt.org

Employee Name
Fred D. Chambers Jr.

Employer
Phx Sheet Metal JATC

Card Number 6893

Date Issued: 6/24/10

# David Cromwell

**Service Technician**

Mr. Cromwell has been in the HVAC industry for over 25 years. During his career, David has been a field service supervisor, lead service technician, construction crew foreman, sheet metal fabricator working on commercial and heavy commercial HVAC equipment.

## Education, Certifications, Specialty Training and Professional Associations:

- Dual Compressor Application and Service (Trane)
- Variable Speed Indoor Products (Trane)
- Thermodynamics and Heat Transfer (Trane
- Voyager Micro Controls (Trane)
- Advance Trouble Shooting for HV AC Syste (Trane)
- Alternative Refrigerant and Compatible Oi (DuPont)
- Proper Refrigerant Usage - Type I, 2, 3 (RSI
- WMC Centrifugal Chiller Maintenance & Operations (McQuay)
- Multi V Systems Training (LG)

## Project Experience

Maintenance, service and repair technician, DOC Control Systems, Johnson Controls (Metasys), Trane (Tracer and Tracer Summit), Pneumatic systems and control.

Repair and controls maintenance; service, maintenance, repair of air- and water-cooled chillers; boilers, pumps and VFDs; residential heating & cooling; heat pumps split and package equipment; gas fired furnaces with "A" coils; gas packs and package systems

Repair and controls maintenance; service, maintenance, repair of air and water cooled chillers; boilers, pumps and VFDs; residential heating & cooling; heat pumps split and package equipment; gas fired furnaces with "A" coils; gas packs and package systems.

## Contact

Phone: 602.723.5244
Email: dcromwell@veregy.com
Website: www.veregy.com



McQuay®
Air Conditioning

# Dave Cromwell

has completed a course of training at Daikin AC University, Irvine, CA for

## McQuay WMC Centrifugal Chiller

### Maintenance & Operation

This 12th Day of November 2008

Daikin AC University
Irvine, CA
Nov. 11 – 12, 2008

Charles (Christy) Jones
Training Instructor, Technical Support
Southeast Region, McQuay Factory Service

## LG Electronics

CERTIFICATE OF COMPLETION

# David Cromwell

has successfully completed the

**MULTI V™ SYSTEMS TRAINING**

4.5 Instructional Hours

LG
Life's Good

Training Specialist

DFS-MVSTC-09

© LGE 2009



Refrigeration Service Engineers Society

Thunderbird Chapter

Central Arizona Chapter

"Better Service through Knowledge"

David Cromwell

has attended the seminar on

Fine Tuning Heat Pump Systems - November 1992

Specific areas of instruction included enthalpy calculations, psychrometric charting, air flow, correct super-heat & sub-cooling to determine the exact proficiency & efficiency of a particular system. This technician has been extensively trained to perfectly & accurately fine tune a heat pump system.

John Curth, C.M., *President*
Central Arizona Chapter

Lee Miles, C.M.S., *Instructor*

John Newell, *President*
Thunderbird Chapter

RSES

# EDUCATIONAL FOUNDATION

of the

# Refrigeration Service Engineers Society

THIS CERTIFIES THAT

## DAVID L CROMWELL

HAS SUCCESSFULLY PASSED THE CERTIFICATION EXAMINATION IN

PROPER REFRIGERANT USAGE

AWARDED

MAY 1992

059216325

Manager, Education, Training and Testing

This certificate is awarded with an understanding the recipient agrees to be re-certified.

TRANE™

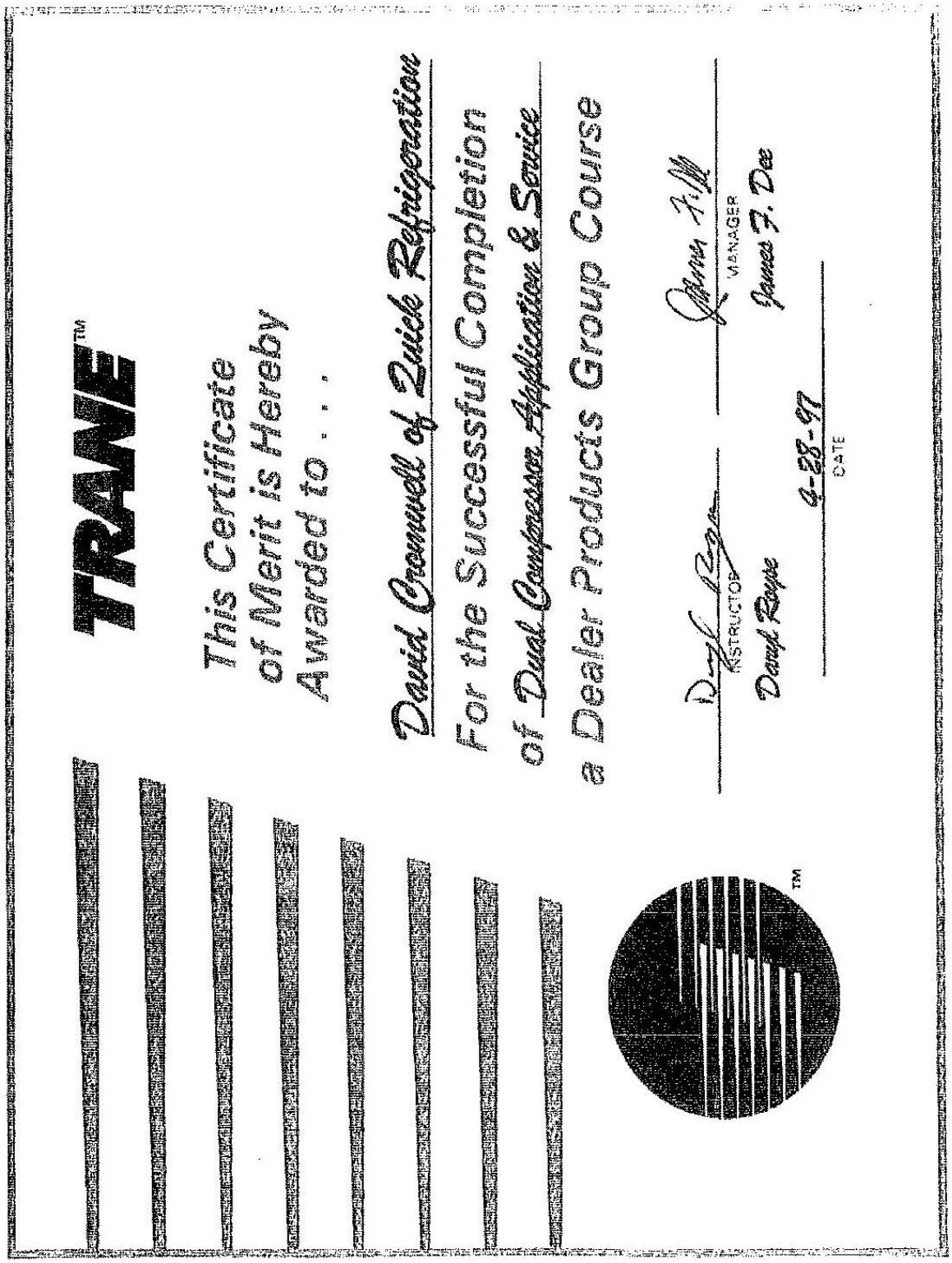
This Certificate
of Merit is Hereby
Awarded to . . .

David Cromwell of Zuick Refrigeration
For the Successful Completion
of Variable Speed Indoor Products
a Dealer Products Group Course

Daryl Royse
INSTRUCTOR

James F. Dee
MANAGER

4-28-97
DATE



TRANE™

This Certificate
of Merit is Hereby
Awarded to . . .

David Cromwell of Zuick Refrigeration
For the Successful Completion
of Dual Compressor Application & Service
a Dealer Products Group Course

Daryl Royse
INSTRUCTOR
Daryl Royse

James F. Dee
MANAGER
James F. Dee

4-28-97
DATE



TRANE

# Certificate of Completion

This Certifies That

David Cromwell - Jackson & Blanc

Has successfully completed the
following 6 hour educational seminar covering

RTHA, RTHB: Operation and Maintenance

SOUTHERN CALIFORNIA TRANE SERVICE
17760 Rowland Street, City of Industry, CA 91748

Date: March 3, 2001

Instructor:

TRANE™

This Certificate
of Merit is Hereby
Awarded to . . .

David Cromwell of Quick Refrigeration

For the Successful Completion

of Thermodynamics & Heat Transfer

a Dealer Products Group Course

INSTRUCTOR

Daryl Royse

MANAGER

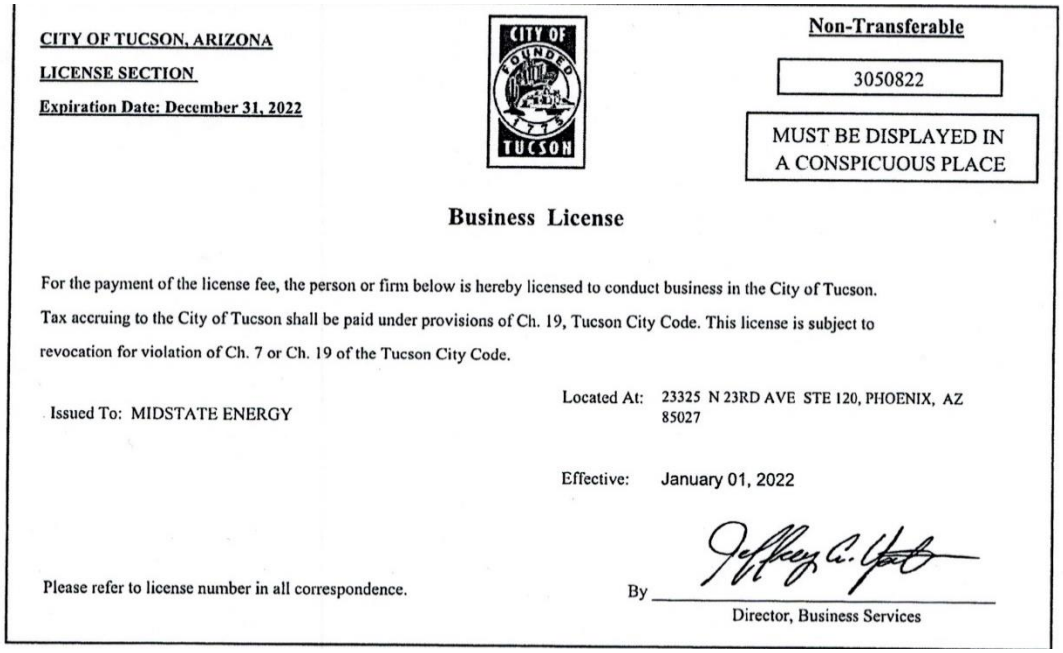
James F. Dee

4-28-97

DATE

F. List and provide documentation of all contractors' licenses held by Contractor and critical sub-contractors.

Please note that that our licenses are held under Midstate Energy as Veregy is our DBA.



CITY OF TUCSON, ARIZONA
LICENSE SECTION
Expiration Date: December 31, 2022

Non-Transferable

3050822

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**Business License**

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

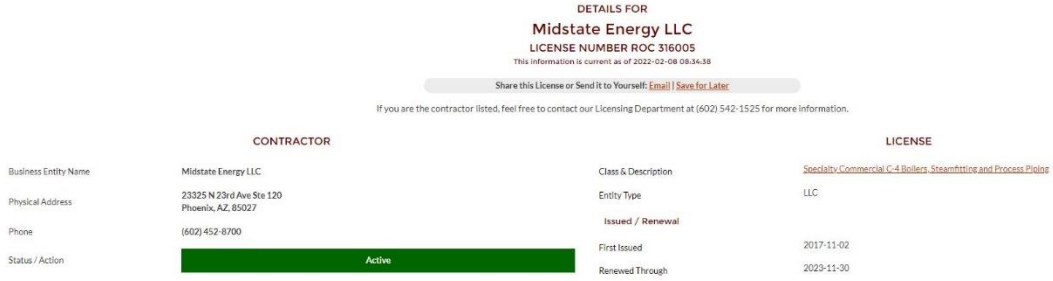
Issued To: MIDSTATE ENERGY

Located At: 23325 N 23RD AVE STE 120, PHOENIX, AZ 85027

Effective: January 01, 2022

Please refer to license number in all correspondence.

By _____
Director, Business Services

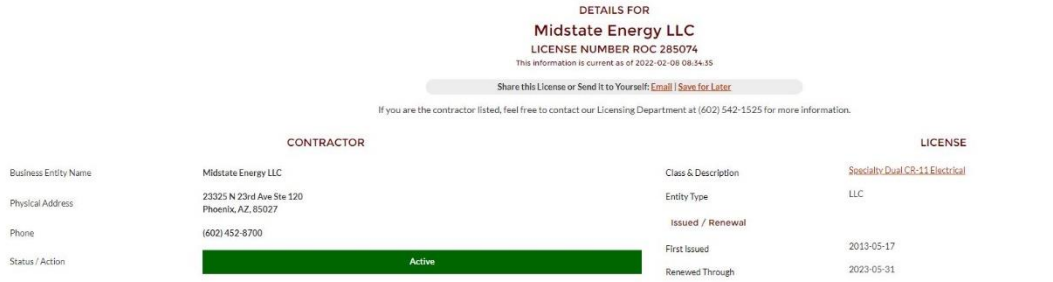


DETAILS FOR
Midstate Energy LLC
LICENSE NUMBER ROC 316005
This information is current as of 2022-02-08 08:34:38

Share this License or Send it to Yourself: Email | Save for Later

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

| CONTRACTOR | | LICENSE | |
|---|---|---|---|
| Business Entity Name | Midstate Energy LLC | Class & Description | Specialty Commercial C-4 Boilers, Steamfitting and Process Piping |
| Physical Address | 23325 N 23rd Ave Ste 120<br>Phoenix, AZ, 85027 | Entity Type | LLC |
| Phone | (602) 452-8700 | Issued / Renewal | |
| Status / Action | Active | First Issued | 2017-11-02 |
| | | Renewed Through | 2023-11-30 |

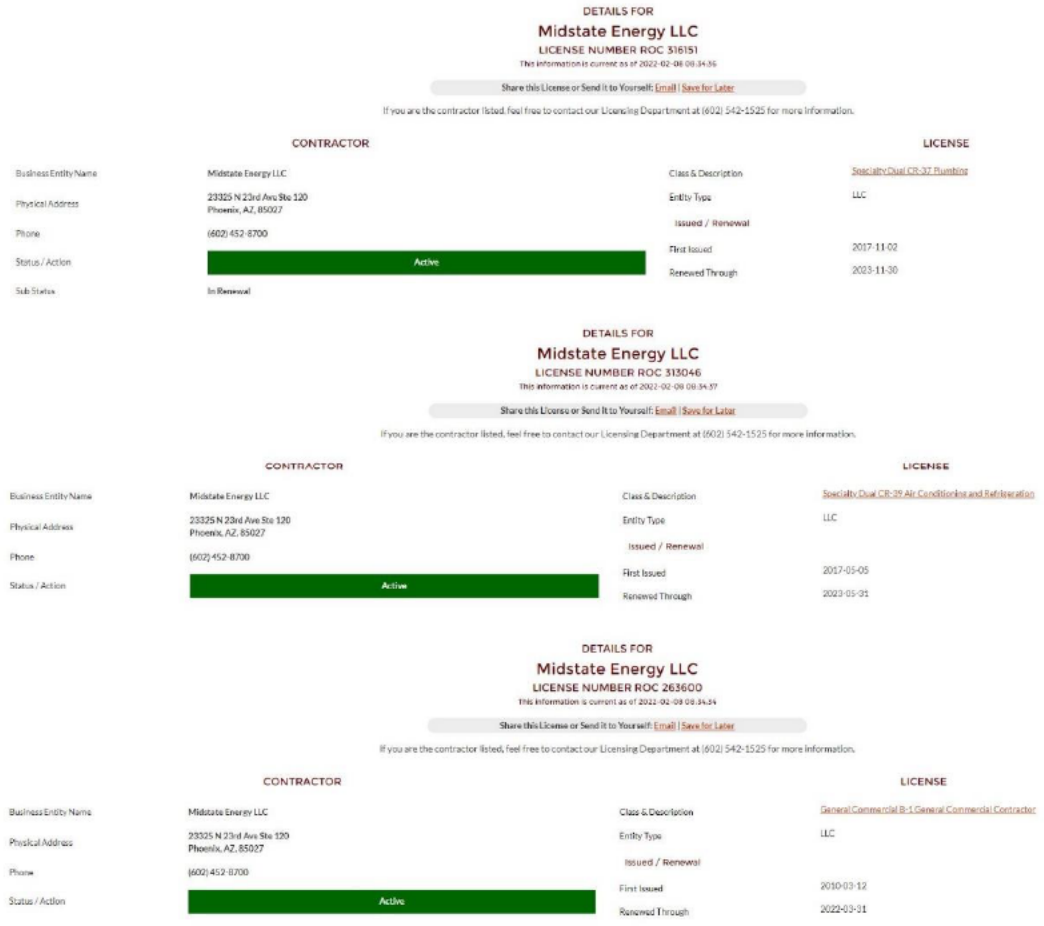


DETAILS FOR
Midstate Energy LLC
LICENSE NUMBER ROC 285074
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If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

| CONTRACTOR | | LICENSE | |
|---|---|---|---|
| Business Entity Name | Midstate Energy LLC | Class & Description | Specialty Dual CR-11 Electrical |
| Physical Address | 23325 N 23rd Ave Ste 120<br>Phoenix, AZ, 85027 | Entity Type | LLC |
| Phone | (602) 452-8700 | Issued / Renewal | |
| Status / Action | Active | First Issued | 2013-05-17 |
| | | Renewed Through | 2023-05-31 |



DETAILS FOR
Midstate Energy LLC
LICENSE NUMBER ROC 316151
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CONTRACTOR

| | |
|---|---|
| Business Entity Name | Midstate Energy LLC |
| Physical Address | 23325 N 23rd Ave Ste 120<br>Phoenix, AZ, 85027 |
| Phone | (602) 452-8700 |
| Status / Action | Active |
| Sub Status | In Renewal |

LICENSE

| | |
|---|---|
| Class & Description | Specialty Dual CR-37 Plumbing |
| Entity Type | LLC |
| Issued / Renewal | |
| First Issued | 2017-11-02 |
| Renewed Through | 2023-11-30 |

DETAILS FOR
Midstate Energy LLC
LICENSE NUMBER ROC 313046
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CONTRACTOR

| | |
|---|---|
| Business Entity Name | Midstate Energy LLC |
| Physical Address | 23325 N 23rd Ave Ste 120<br>Phoenix, AZ, 85027 |
| Phone | (602) 452-8700 |
| Status / Action | Active |

LICENSE

| | |
|---|---|
| Class & Description | Specialty Dual CR-39 Air Conditioning and Refrigeration |
| Entity Type | LLC |
| Issued / Renewal | |
| First Issued | 2017-05-05 |
| Renewed Through | 2023-05-31 |

DETAILS FOR
Midstate Energy LLC
LICENSE NUMBER ROC 263600
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If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR

| | |
|---|---|
| Business Entity Name | Midstate Energy LLC |
| Physical Address | 23325 N 23rd Ave Ste 120<br>Phoenix, AZ, 85027 |
| Phone | (602) 452-8700 |
| Status / Action | Active |

LICENSE

| | |
|---|---|
| Class & Description | General Commercial B-1 General Commercial Contractor |
| Entity Type | LLC |
| Issued / Renewal | |
| First Issued | 2010-03-12 |
| Renewed Through | 2022-03-31 |

G. Provide a list of at least 3 references where similar services are currently being provided.

| Client | Contact Name | Contact Title | Contact Phone | Contact Email | Service |
|---|---|---|---|---|---|
| Tucson Unified School District | Aaron Canez | Mechanical Systems Manager | 520-225-4618 | Aaron.canez@tusd1.org | Contract for preventative Maintenance on all TUSD boiler and normal service calls |
| Sunnyside Unified School District | Cindy Bova | Maintenance Director | 520-545-2102 | Cindyb@susd12.org | Preventative Maintenance on all HVAC in district, DX Packages, split system, computer room units, boilers and chillers |

| Client | Contact Name | Contact Title | Contact Phone | Contact Email | Service |
|---|---|---|---|---|---|
| Amphitheater Schools | Tom Gill | Maintenance Director | 520-696-3753 | tgill@amphi.com | We currently provide service for DX systems, boilers, chillers and walk-ins |

# Method of Approach

A. Provide a response to the national program.

1. Include a detailed response to Attachment A, Exhibit A, Axia Cooperative Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative.

2. The successful offeror will be required to sign Attachment A, Exhibit B, Axia Cooperative Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the Axia Cooperative Administration Agreement.

3. The successful offeror will be required to fill out Exhibit G – Federal Funds Certification and Exhibit H – New Jersey Business Compliance in its entirety.

Please see the section attached after the main text of this response for answers to the list of AXIA cooperative questions.

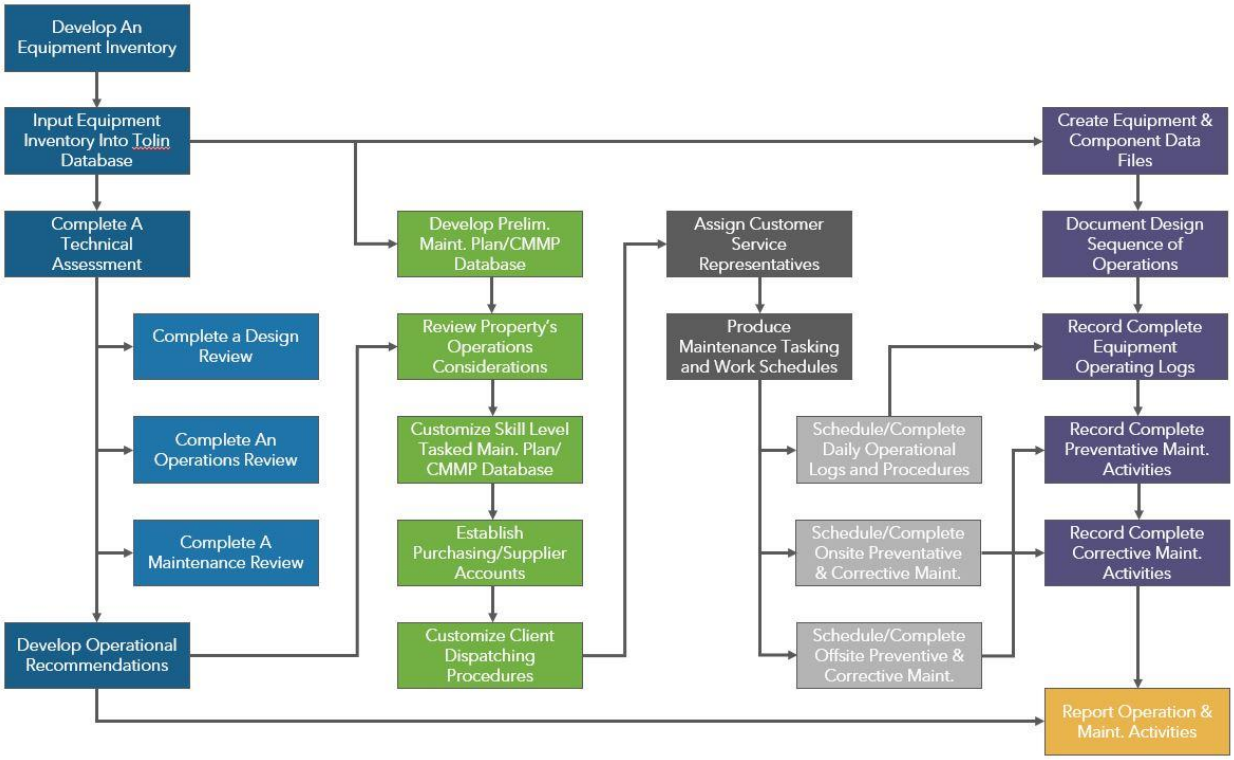
B. Describe in detail, and separately for each of the two categories of service delineated in the RFP, the firm's proposed program for conducting the maintenance, repair, testing, cleaning, of chillers and associated equipment. Provide sufficient detail to clearly describe and explain to the City the techniques, procedures, methods, materials, and labor and time requirements, and to clearly itemize the equipment, components parts and systems to be covered by the service.

## PROGRAM DEVELOPMENT

Veregy shall provide City of Tucson with a performance-based agreement. This will include all applicable aspects of a professional preventive and predictive maintenance program for the systems listed on the equipment inventory of our agreement. The scope of services detailed within this section has been customized and developed based on our mutual agreement of assigned responsibilities.

Described below is the process that Veregy uses to develop the maintenance program for your property. Your equipment inventory is entered into our computerized maintenance management program to identify the tasking requirements consistent with the system's design specifications, manufacturers' recommendations and operational considerations (i.e. run time, equipment age, seasonal factors, etc...). The preventive and predictive maintenance activities are tasked according to the technical qualification/ capabilities of the assigned on-site staff and the off-site service technicians assigned to your property.

All maintenance records are kept on-site and available for your review at any time. The on-site staff will provide monthly status reports to keep you updated on the scheduled and completed activities of this program.




## PROGRAM IMPLEMENTATION

To customize the maintenance program for your property, Veregy will provide all the necessary resources to collect, analyze, evaluate, and create the program elements described herein. A brief description of each activity within this process is provided below.

## EQUIPMENT INVENTORY

The process to implement a professional preventive and predictive maintenance program begins with a detailed equipment inventory of the systems and their associated sub-components within your property.

Veregy verifies the equipment schedule on your blueprints by physically completing the system inventory. An equipment data sheet is prepared for each component. The information collected includes equipment type and age, description, serial and model number, manufacturer, size, location, and all other pertinent information of your equipment.

## EQUIPMENT DATABASE

Each data sheet is entered into the Veregy equipment database program to develop a complete inventory listing. The database will sort by equipment type and description:

- Mechanical

- Electrical
- Plumbing
- Building Automation
- Emergency Generator
- Uninterruptible Power Supply

A preliminary equipment inventory of your systems and components is included at the end of this section. Additional information will be needed prior to the implementation of our preventive and predictive maintenance program (i.e., personnel technical capabilities analysis, last completed maintenance activities, technical systems assessment/ recommendations, etc...). This additional information is collected during phase one of the operational transition process.

## TECHNICAL ASSESSMENT

Veregy will complete a technical assessment of the systems listed on the equipment inventory. The assessment will include a design, operations
and maintenance analysis of each system to be maintained. The intent of this assessment is to evaluate and restore the property's technical systems to their peak operational efficiency. A detailed report will be provided to identify any inoperable components or systems within the property and Veregy will provide any applicable recommendations to restore these components to normal operating conditions.

## PREVENTIVE AND PREDICTIVE MAINTENANCE PROGRAM

The primary function of the computerized maintenance management program (CMMP) is to produce a task library of maintenance activities required to maximize
your systems reliability, durability, efficiency, and safety of operations. We first access the database of manufacturer's recommendations to develop a preliminary plan. Veregy then supplements this information with the operational considerations of your property. These parameters include system design standards, operational applications, system age, equipment runtime, and seasonal factors.

Veregy will review the tasking requirements of each component and assign specific standards within the maintenance program. An example of a component (cooling tower) and its related sub-component(s) is provided below.

Provided within the program is all jobsite labor to include travel expenses, material and supplies necessary to perform the required maintenance activities. The tasking program assigns the appropriate skill levels to complete the operational analysis, preventive and predictive maintenance activities of your systems.

The operational analysis activities include the visual inspection, physical testing, and performance logging of the systems' components. The preventive maintenance activities include the routine scheduling of calibration, adjustments, alignments, lubrication, tightening and securing of each component. The predictive maintenance activities include the non-

destructive testing, chemical analysis, vibration, and noise monitoring to detect early signs of deteriorating performance and predict potential failure before they occur.

Corrective maintenance is defined as the activities performed in anticipation of impending failure. Corrective action is strictly remedial and always performed before a failure occurs. A repair is classified as an activity performed in response to a failure. The on-site staff will perform the corrective maintenance and repair activities consistent with their capabilities and time available. The applicable off-site service technicians will support the on-site staffing staff in these activities based on your selection of service inclusions.
The attention to detail included within the Veregy maintenance programs serve to protect the investment you have in your property. A customized master-tasking schedule is produced for each system and component. Individual maintenance work orders are produced on a monthly basis. The assigned Veregy associate completes the maintenance activity as defined on the work order and a completed copy of the work order is entered into the equipment data file on-site.

## MASTER TASKING

The master-tasking program will catalog the annual maintenance activities to be performed on an on-going basis and then produce a schedule that accommodates little or no equipment down time of your systems.

Accessing the equipment task library of each component, the program identifies the following requirements:

- Frequency of Activity
- Task Category
- Maintenance Code
- Skill Level Requirement

The program then sorts the maintenance work orders each month by the assigned engineer/ technician consistent with their qualifications.

## MAINTENANCE WORK ORDERS

Veregy assigns a dispatcher/ customer service representative to issue the monthly maintenance work orders to the on-site staff and/or service technicians. The dispatcher also schedules the delivery of all materials and supplies required to complete the assigned tasks.

After the maintenance has been completed the work order is entered into the equipment data file. A record of any identified deficiencies will be reviewed with our Facilities contact.
The Veregy supervisor will review all monthly maintenance activities completed as well as the planned schedule of activities to be completed with you. A monthly report is provided to keep you apprised of the completed and planned activities.

## PURCHASING

Utilizing Veregy's automated purchasing program, all tools, equipment, materials and supplies will be delivered to your property as scheduled by the tasking system.
This process increases the productivity of the associates assigned to your account.

## DISPATCHING

Veregy develops a database profile for your property within our automated dispatching system. The profile includes all personnel assignments (management and supervision, on-site staff, primary and secondary service technicians), maintenance tasking, purchasing schedules, and emergency and communication procedures. Your assigned dispatcher/ customer service representative is responsible for the scheduling and administration of the maintenance tasking program. The scheduling/dispatching process includes all consideration of your property's specific policy and procedures for security, access, and operational influences. The automated dispatching system is accessible 24 hours per day, 365 days per year, to respond to any emergency call in a prompt and professional manner.

## EQUIPMENT DATA FILES

An equipment data file is established for each component of the technical systems included within our program. This file includes all historical documentation, maintenance and repair records. These records are used to validate the services performed and assist in the analysis to improve the operational performance of your property. Each file is cataloged by its equipment identification number and includes the following four sections.

Equipment Data Sheet - Identifies equipment description, manufacturer, model number, size and location. Also includes the sequence of operation of the component if applicable. Equipment Operating Logs - Provides a historical record of all analog readings consistent with the normal operating parameters of the component. Maintenance Records - Includes all preventive and predictive maintenance work orders associated with the computerized tasking system. Repair Records - Catalogs all historical repairs to include service reports that identify the cause and remedy of the repair activity.

## INSPECTION REPORTING

In addition to the routine maintenance activities, Veregy
Mechanical will provide detailed reporting of the major inspections and predictive maintenance services included within our program. For service completed by outside contractors, the on-site staff will coordinate the collection of the required reports based on your direction. These reports provide and analytical analysis of system performance consistent with the operational standards of your property. Reports may include but are not limited to the following:

- Chiller Inspections
- Boiler Inspections
- Eddy Current Tests
- Elevator Inspections

- Generator Inspections
- Roof Inspections
- Infrared Scanning
- Indoor Air Quality Reports
- Air, Oil and Water Analysis
- Property Inspections
- Safety Inspections

All reports are filed within the operations and maintenance manuals provided by Veregy for your property. A summary status report of these activities is reviewed monthly.

## PROGRAM INCLUSIONS - HVAC SYSTEM MATERIALS INCLUDED:

The HVAC systems provide for the heating, ventilation and air conditioning along with the proper distribution of air to ensure a safe, healthy and comfortable working environment for the occupants of your property. The integrated systems include the mechanical, electrical and electronic components
to provide for the effective and reliable operation of the property's indoor environment. Typical systems components include but are not limited to:

- Chillers Boilers
- Cooling Towers
- Air Handling Units
- Condensers Compressors
- Heat Exchangers
- Packaged A/C Units
- Temperature Controls
- Safety Controls
- Unit Heaters
- Variable Air Volume Boxes
- Fan Powered Boxes
- Pumps
- Fans
- Motors

A detailed list of your HVAC system and components is included in the equipment inventory at the end of this section of our proposal. Provided below is a summary of the Veregy program inclusions for your system.

## SERVICES INCLUDED

- Technical Assessment
- Operational Analysis

- Preventive Maintenance
- Predictive Maintenance
- Corrective Maintenance (On-Site·*)
- Repair Labor (On-Site*)
- 24 Hour Dispatching
- 24 Hour Emergency Services*

## MATERIALS INCLUDED

- Tools, Instruments & Equipment
- Air, Water & Oil Filters
- Belts & Gaskets
- Chemicals, Lubricants & Paints
- Maintenance Materials & Supplies

## INFORMATION TECHNOLOGIES

Equipment Inventory & Database Computerized Maintenance Management Program Automated Purchasing Automated Dispatching Automated Inventory Control Remote Monitoring Diagnostic Tools & Equipment Laboratory Testing & Analysis Performance Reports

## REPORTING & DOCUMENTATION

- Equipment Inventory
- Equipment Data Files
- Sequence of Operations
- Equipment Logs
- Tasking Schedule & Work Orders
- Inspection Reports
- Service/ Maintenance Reports
- Equipment Repair History
- O&M Procedures & Manuals
- Management Reports

*Consistent with qualifications, time available and program inclusions.

Preventative maintenance of boiler components is required to maintain them in good working condition and to assure safety. The primary objective of any PM System is to provide for managing maintenance and maintenance support in a manner, which will ensure maximum equipment readiness. The intermediate objectives of the PM System is as follows:

1. Documenting information relating to maintenance and maintenance support actions.
2. Improvement of maintainability and reliability of systems and equipment by provision of documented maintenance information for analysis.

3. Provide the means to schedule, plan, manage, and track maintenance.
4. Provide data on which to base improvements in system.

Adequate precautions should be taken while maintenance is being performed to protect personnel (performing the work), building occupants, and the equipment.

A fundamentally sound boiler PM program basically involves three steps:

1. fireside maintenance
2. waterside maintenance
3. system diagnostics.

Fireside maintenance consists of manually cleaning particulates that accumulate on the fireside of the boiler. This process increases as the heat gets absorbed and makes the system more efficient. It also helps maintain proper emissions. Excessive sooting results from incomplete combustion. If technicians notice it while cleaning, it might indicate they need to fine-tune the fuel-to-air mixture.

Waterside maintenance requires daily monitoring off feedwater quality. Technicians should monitor feedwater to ensure low levels of silica, total dissolved solids (TDS), alkalinity, oily matter and iron. A waterside program also should eliminate dissolved oxygen to help prevent corrosion and pitting.

## SYSTEM DIAGNOSTICS

Managers also should implement several diagnostic techniques as a part of a boiler PM program that can extend boiler life and increase efficiency. Techniques include but are not limited to:

1. Installing meters on makeup water lines to monitor flow. If the system is closed-loop, installing meters in the system helps detect leaks.
2. Blowing down routinely without overdoing it. Excessive blow-down wastes water, chemicals and energy. Where possible, install an automatic surface conductivity blowdown system to accurately control TDS while optimizing energy recovery.
3. Checking the boiler's chemical make-up routinely.
4. Inspecting steam traps and steam lines routinely for leaks.
5. Tuning boilers regularly to optimize performance. Optimal boiler performance correlate strongly with reduced wear on components.
6. Checking insulation on piping and storage tanks.
7. Inspecting condensate pumps to ensure they work efficiently.
8. Cleaning and inspecting water and fire tubes regularly to reduce scaling.
9. Checking safeties, including primary and auxiliary low-water cutoffs, gauge glass, pressure controls, scanners, and pressure switches.

Implementing a PM program for fire-tube or water-tube steam boilers keeps a facility running smoothly. It also can lead to the more efficient use of water and energy, creating savings that can more than pay for the program.

In addition to the PM program defined in the RFP requirements, the following is a list of the PM Routines and Intervals, including programs that the Veregy will perform.

## WEEKLY ACTIVITY TO BE DONE BY CUSTOMER:

- Weekly Checklist
- Check flame signal strength for both pilot and main flame
- Check pilot and main fuel shutoff valves closing Check igniter and burner operation
- Check level in chemical treatment tank

## VEREGY TASKS

- Quarterly Inspections Checklist Inspect burner components
- Check flame failure system components Check piping and wiring of all interlocks and shutoff valves
- Recalibrate all instruments, indicating and recording gages
- Perform a slow drain test for low water cut-off Check combustion control system
- Check oil atomizers and strainers
- Test boiler safety valves according to ASME

## ANNUAL CHECKLIST

- Perform the semiannual
- Check all equipment coils and diaphragms Perform a pilot turndown test
- Recondition or replace low water cut-off Check gas drip leg and gas strainer Clean boiler firesides
- Drain boiler, open manholes, handholes, and clean water sides
- Have boiler inspected by a commissioned inspector
- Clean burner and fans Replace gaskets
- Leak test all fuel valves
- Test operation of all controls and safety devices Adjust combustion
- Test and re-certify boiler monitoring system

Building chillers are a major investment for facilities. They carry a high first cost, they are the single largest user of electricity in most buildings, and they are expensive to maintain. And when they
fail to operate properly, they can cost building owners and occupants thousands of dollars in lost time and productivity. So proper maintenance of chillers should be high on the list of priorities of maintenance and engineering managers.

Investing in chiller maintenance also offers a very high rate of return. A comprehensive chiller preventive maintenance (PM) program increases system reliability, extends chiller life, reduces

energy costs, decreases the use of refrigerants, and decreases costs associated with downtime. Facilities that have implemented a thorough chiller PM program have found that for every dollar invested in maintenance, they save $10 in operating and breakdown maintenance repairs.

In spite of the need and incentive, chiller PM programs frequently are overlooked. For some, this lack of attention to maintenance stems from a belief that since the chiller is running, it must not need maintenance. For others, it stems from a lack of understanding of what is required and why. In most cases, the deterioration in chiller performance is so slight that it goes undetected.

Chiller PM Programs are most effective when designed to meet the needs of the application. Managers must consider such factors as energy costs, chiller age and the type of operation being supported when developing the PM program.
Maintenance efforts must balance costs against the desired reliability and level of performance.

## REQUIRED ELEMENTS

All chiller PM programs have three components

- operating logs
- scheduled inspections
- scheduled maintenance activities.

## OPERATING LOGS

One of the most important, yet often overlooked, tools in chiller PM is the operating log. This log tracks data related to the operation of the chiller. Operators and maintenance personnel use this data to evaluate chiller performance. By looking back through the data, operators can identify trends in chiller performance that are developing so slowly that they cannot be noticed in day-to-day operations. Maintenance personnel also can use data recorded in the log for troubleshooting or diagnosing chiller problems. To be most effective, though, operators must enter data at least once per day. Equally important, someone must review the data regularly.

Information recorded in the chiller log will vary with the type of chiller installed. At a minimum, the log should include the following:

- Time and date
- Drive motor currents and voltage
- Condenser water supply and return temperatures
- Chilled water supply and return temperatures
- Evaporator and condenser pressure
- Oil temperature and pressure

Operating and maintenance personnel also must record any maintenance activities that are performed, such as the addition of oil, or adjustments made to the chiller.

## SCHEDULED INSPECTIONS

Scheduled inspections are also an important part of all chiller maintenance programs. Depending on what is inspected, inspections typically are conducted daily, weekly, monthly, annually or biannually. In some facilities - particularly those with multiple large centrifugal chillers -personnel conduct inspections at least once per shift. Items to be inspected also vary with the type of chiller installed.

In most cases, the inspections require only a few minutes to complete and do not interfere with chiller operation. In other cases, such as with the inspection of chiller tubes, the chiller must be shut down and partially disassembled in order to conduct the inspection. In both cases, inspections are designed to maintain the chiller's operating efficiency and to identify minor maintenance problems so technicians can correct them before they become costly and disruptive.

## SCHEDULED MAINTENANCE ACTIVITIES

Like scheduled inspections, scheduled maintenance activities are designed to keep a chiller operating efficiently and correct minor deficiencies before they become costly. Also as with scheduled inspections, technicians should conduct some scheduled maintenance activities while the chiller is operating. Others, such as chiller tube cleaning, require that the chiller be shut down.

Chiller maintenance activities vary with the type of chiller, the number of hours a chiller operates in a year and the conditions under which it operates. It is important to work with the chiller's manufacturer to identify the maintenance activities to be scheduled and their frequency.

At least weekly, maintenance personnel should perform the following maintenance checks on a centrifugal chiller:

- Check for unusual noises or vibrations
- Inspect for oil or water leaks
- Test chilled and condenser water
- Inspect the water treatment system
- Inspect purge-unit operation
- Check filters and strainers.

Technicians or operators should check the following additional maintenance items on an annual or semiannual basis, depending on chiller run time:

- Test oil
- Change compressor oil

- Test refrigerant
- Calibrate controls
- Test chiller safeties
- Inspect all wiring, starters and disconnects
- Inspect chiller tubes for scale and fouling
- Eddy-current-test the tubes.

Vibration analysis is an important tool. It enables a technician to determine the condition of bearings, gears, and other rotating compressor components. Worn bearings and components emit a distinct signal that corresponds to the severity of the damage and the rotational speed. Sensitive vibration equipment can detect the signal and record it; a vibration engineer analyzes it.

Vibration analysis should be scheduled during seasonal start-up to determine component condition. Compare these readings to baseline readings established at system commissioning.

The refrigerant system also presents a number of opportunities to practice good preventive maintenance and ensure energy-efficient chiller operation. As part of your spring checkup, check refrigerant charge levels via the sight glass or, preferably, by comparing the temperature difference between the LCWT and the evaporator refrigerant.

This is a good time to repair leaks in the refrigerant system. In high-pressure chillers, leaking refrigerant can limit the chiller's heat transfer capacity. In low-pressure chiller systems, air can leak into the chiller, displacing refrigerant vapor and causing higher condenser pressure, increasing energy use. Lab analysis of refrigerant can also identify the presence of rust, sludge, and harmful acids in a chiller system. The condition of the refrigerant can lead you to diagnose other problems, which, left unattended, could reduce operating efficiency and cause chiller failure. Veregy will follow Manufactures Recommendations.

It is important to consult and follow seasonal recommendations from the chiller manufacturer that are specific to a model.

Additionally, some chillers are equipped with onboard computers that aid in troubleshooting and problem identification. In most cases, these chillers tie into facility-wide computer systems to assist in remote monitoring and diagnosis of equipment problems.

Whether or not your chiller is equipped with such a system, an effective preventive maintenance program requires familiarity with the operating-maintenance manual, and it needs to be carried out by qualified personnel.
The result is well-maintained equipment that efficiently and safely delivers comfort to building occupants, consumes less energy, and creates fewer headaches for facility managers.

## C. Describe how the Contractor proposes to provide to designated City's HVAC staff an orientation session on services and equipment.

The author Steven Covey described a well-developed process is one that starts with the "end in mind''. With that as our guide the end for the PM Services Program is when the City of Tucson's designated on site client representative can sign our Facility Service Report (FSR) and our technician can counter sign indicating that the PM work is completed in a satisfactory manner.

So how will your team know that our work is complete and on what component?

The end of this process starts in the beginning- with defining what is our scope of work and what the rules of the roads are for both parties. We achieve this by a series of meeting with the client(s) teams. The client/orientation following awarding of the contract is:

- Scope Confirmation Meeting- This meeting is typically held with decision makers of both parties to discuss the project scope at a high level and review an open items or contract questions.
    - A key deliverable from the Scope Confirmation Meetings will be a jointly authored presentation that will be shared with both parties at upcoming Site Kick Off Meetings

Kick-Off Meeting is held on site with designated parties from the client organization. In these meetings our local Service Team Leader, and Veregy Technicians assigned to the account/ facility will meet with site representatives from the City of Tucson. In these meetings we will use the presentation noted above as talking points for the meeting. In these site-based meetings we discuss the particulars of providing services to the facility, including logistic and security question/ concerns, we review the scope of the agreement, and we review process for access and execution of the PM program. We also review and confirm- How to know when we are complete? And "Who can sign" that we are complete from the City's point of view. In these meetings we also discuss how to escalate a
concern about Veregy's performance.

Site Walk- at the conclusion of the Kick-Off Meeting the joint team will conduct a site walk to review the equipment with the City of Tucson staff. We will review our PM Program Checklist and discuss any operating history issues and note any concerns about the program scope from those most familiar with the building operation.
Publication of Meeting Minutes-following the Kick-Off meeting a copy of the presentation and meeting minutes are distributed to the customer and customer's management team to confirm attendance at the meeting and to confirm that the meeting was conducted.

It is the intent of these meetings is such that when our field technician put his signature on a FSR and presents it the client representative they know exactly what they are signing for.

### CUSTOMER TRAINING

As defined in Section IV of the RFP the contractor shall provide 40 hours of accredited factory training to a designated City staff member. Veregy shall comply with this request by providing

to the City of list of available factory training course and the specific course content related to the key buildings and systems. With the combined input of the designated employee, the employee's supervisor, and Veregy an appropriate course will be determined on an annual basis for the term of the agreement. Mid- state shall provide payment for the course tuition only and arrange for the employee's registration in the class. The City will be responsible for any costs associated with travel, hotel and meals.

An example would be the noted course available thru Carrier for the maintenance of a centrifugal chiller. (From the 2016 Carrier University Couse Catalog.)

D. Provide a proposed standard written service report format that shall provide the City with any and all required information regarding the work, services, current analysis, and other information necessary for the Contractor to report to the City the results of its activities.




**AIR COOLED CHILLER LOG SHEET**

| | | | |
|---|---|---|---|
| Location | Date | | |
| Ambient Temperature DB / WB | Time | | |
| Refrigerant Type | Oil Type | | |

| | |
|---|---|
| Unit # | |
| Model Number | |
| Order# | Technician |

| REFRIGERATION DATA | Circuit 1 | Circuit 2 | Circuit 3 | Circuit 4 |
|---|---|---|---|---|
| Run Hours | HR | HR | HR | HR |
| Starts | | | | |
| Oil Sample completed (required once a year) | yes / no | yes / no | yes / no | yes / no |
| Sensors / Transducers Calibrated ? | yes / no | yes / no | yes / no | yes / no |
| HPS / LPS Safeties Set ? | yes / no | yes / no | yes / no | yes / no |
| Circuilt Load % | % | % | % | % |
| Dicharge Pressure | psig | psig | psig | psig |
| Discharge Temperature | F | F | F | F |
| Discharge Saturated Temperature (PT chart) | F | F | F | F |
| Discharge Superheat (DT - SDT) | F | F | F | F |
| Liquid Line Temperature | F | F | F | F |
| Liquid Subcooling (SDT - LLT) | F | F | F | F |
| Suction Pressure | psig | psig | psig | psig |
| Suction Saturated Temperature (PT chart) | F | F | F | F |
| Suction Superheat (ST - SST) | F | F | F | F |
| Number of Condenser Fans Running | # | # | # | # |
| Fans Megged | yes / no | yes / no | yes / no | yes / no |
| Proper Amps | yes / no | yes / no | yes / no | yes / no |

| CHILLED FLUID DATA | |
|---|---|
| Fluid type | |
| % mix | % |
| **Brine Mode Setup** | yes / no |
| Temperature Setpoint | F |
| Inlet Fluid Temp. | F |
| Outlet Fluid Temp. | F |
| Evaporator Approach | F |
| Fluid Inlet Pressure | psig |
| Fluid Outlet Pressure | psig |
| Evaporator ΔP (psid x 2.31) | Ft-Hd |
| GPM (flow chart) | gpm |
| Tons = GPM x ΔT / 24 | tons |

| MISCELLANEOUS | |
|---|---|
| Check Flowswitch | yes / no |
| Check crankcase heaters | yes / no |
| Check XP Fittings | yes / no |

| COMPRESSOR DATA | | #1 | #2 | #3 | #4 | #5 | #6 | #7 | #8 |
|---|---|---|---|---|---|---|---|---|---|
| Meg Ohms to ground | | | | | | | | | |
| Voltage - Measured | L1 - L2 | | | | | | | | |
| | L2 - L3 | | | | | | | | |
| | L1 - L3 | | | | | | | | |
| Compressor FLA (nameplate) | | | | | | | | | |
| Amp draw - Measured | L1 | | | | | | | | |
| | L2 | | | | | | | | |
| | L3 | | | | | | | | |
| Net Oil Pressure | psig | | | | | | | | |
| Oil Temperature | F | | | | | | | | |
| Oil Level | | O | O | O | O | O | O | O | O |

**General Notes and Damage Record:**

VEREGY

## EQUIPMENT INSPECTION - STARTUP - WARRANTY LOG

EQUIPMENT INSPECTION ☐ EQUIPMENT STARTUP ☐ EQUIPMENT WARRANTY ☐

W.O.#_____ SITE NAME_____TECH_____DATE_____

UNIT ID#_____ UNIT BRAND NAME_____ UNIT TYPE_____

MODEL #_____SERIAL #_____

MODEL #_____SERIAL #_____

LOCATION/AREA SERVED_____ REF. TYPE_____ FACTORY CHARGE_____

FILTER QTY/SIZE _____

VOLTAGE_____ PHASE_____ MAX FUSE_____ MIN CIRCUIT AMPS_____ FAN _____

*For 3, 4 and 5-Ton units only:* JUMPER SET TO POSITION 3 ☐

IFM H.P.____ IFM BELT QTY/SIZE _____ OFM H.P._____ EF H.P._____ EF BELT_____

SUPPLY AIR STATIC PRESSURE _____ RETURN AIR STATIC PRESSURE _____ TOTAL UNIT AIR FLOW_____

| | Nameplate | Actual | Actual | Actual |
|---|---|---|---|---|
| LINE VOLTAGE | RATED_____ | L1_____ | L2_____ | L3_____ |
| PHASE VOLTAGE | RATED_____ | L1-L2_____ | L1-L3_____ | L2-L3_____ |
| IFM AMPS | FLA_____ | L-1_____ | L2_____ | L3_____ |
| OFM AMPS | FLA_____ | L-1_____ | L2_____ | L3_____ |
| EFM AMPS | FLA_____ | L-1_____ | L2_____ | L3_____ |
| COMP#1 AMPS | FLA_____ | L-1_____ | L2_____ | L3_____ |
| COMP#2 AMPS | FLA_____ | L-1_____ | L2_____ | L3_____ |
| COMP#3 AMPS | FLA_____ | L-1_____ | L2_____ | L3_____ |
| COMP#4 AMPS | FLA_____ | L-1_____ | L2_____ | L3_____ |
| ELECTRIC HEAT | RATED_____ | VOLTS_____ | KW_____ | AMP_____ |

CLG SUP TEMP _____ CLG RET TEMP _____ HTG SUP TEMP _____ HTG RET TEMP _____

LOW SIDE PRESSURE_____ HIGH SIDE PRESSURE_____ SUB-COOL_____ SUPER-HEAT_____ AMBIENT TEMP_____

O.A. DAMPER MANUAL ☐ MOTORIZED ☐

RETURN AIR FILTERS AT UNIT ☐ RETURN AIR FILTERS AT GRILLE ☐

| | YES | NO | N/A |
|---|---|---|---|
| REMOVE ALL SHIPPING BLOCKS AND TIE DOWNS | ☐ | ☐ | ☐ |
| CLEAN OUT ALL LOOSE DEBRIS INSIDE CABINET, FILTER & COIL CLEAN | ☐ | ☐ | ☐ |
| LEAK CHECK, SYSTEM EVACUATION, REFRIGERANT CHARGE | ☐ | ☐ | ☐ |
| CHECK ALL ELECTRICAL CONNECTIONS, COMPONENTS HIGH & LOW VOLTAGE | ☐ | ☐ | ☐ |
| CHECK SHEAVE ALIGNMENT, SET-SCREWS, BELT TENSION & CONDITION | ☐ | ☐ | ☐ |
| BEARING CONDITION, OIL/GREASE IN ANY AREA | ☐ | ☐ | ☐ |
| UNIT LEVEL, PAN CLEAN, CONDENSATE DRAIN CLEAR & CORRECTLY TRAPPED | ☐ | ☐ | ☐ |
| CHECK PUMP ALIGNMENT, SEAL CONDITION, BEARING CONDITION | ☐ | ☐ | ☐ |
| CHECK FOR LOOSE OR RUBBING REFRIGERANT LINES, CONDITION | ☐ | ☐ | ☐ |
| TEST DUCT DETECTORS, TSTATS, ECONOMIZERS, WIRE CONDITION | ☐ | ☐ | ☐ |

UNIT OPERATIONAL: YES ☐ NO ☐ REPAIR REQUIRED: YES ☐ NO ☐ WARRANTY CLAIM: YES ☐ NO ☐

REPAIR PARTS REQUIRED:_____

_____

_____

NOTES:_____

_____

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VEREGY
FORMERLY MIDSTATE ENERGY AND UES

## Boiler & Water Heater Inspection – Installation Startup – Warranty Log

EQUIPMENT INSPECTION ☐ EQUIPMENT STARTUP ☐ EQUIPMENT WARRANTY ☐

W.O.#_____ SITE NAME:_____ TECHNICIAN:_____ DATE:_____
UNIT ID#_____ UNIT BRAND NAME_____ AREA SERVED_____
MODEL #_____ SERIAL #_____
UNIT TYPE: WATER HEATER ☐ CONDENSING BOILER ☐ HYDRONIC BOILER ☐
INPUT RATING_____ INDOOR/OUTDOOR_____ APPROX. ELEVATION_____
SUPPLY VOLTAGE_____ CONTROL VOLTAGE_____ COMBUST FAN FLA _____ COMBUST FAN HP _____
DUCTED AIR_____ VENT DIA._____ VERT. FEET_____ HORIZ. FEET_____
RAIN CAP _____ ELBOW QTY _____ TEE QTY_____
LOOP (SETPOINT)_____ºF BOILER (SETPOINT)_____ºF MANUAL HIGH LIMIT (SETPOINT)_____ºF
PILOT GAS PRESS (w.c.") _____ MANIFOLD PRESS (high fire purge) _____
GAS SUPPLY PRESSURE *at inlet to gas train (static)_____ (low fire) _____ (high fire) _____

| | Low Fire | High Fire |
|---|---|---|
| MANIFOLD GAS PRESSURE (w.c.") | | |
| VFD FREQUENCY (hz) | | |
| WTR PRESSURE (SUPPLY) (p.s.i.) | | |
| WTR PRESSURE (RETURN) (p.s.i.) | | |
| CO (ppm – corrected to 3% $O_2$) | | |
| $CO_2$ (%) | | |
| $O_2$ (%) | | |
| EXCESS AIR (%) | | |
| STACK TEMPS ºF) | | |
| COMBUSTION EFFICIENCY (%) | | |
| GAS PRESSURE SWITCH SETTINGS (w.c.") | | |
| HIGH TEMP AQUASTAT SETTING ºF) | | |

| | | | | |
|---|---|---|---|---|
| LINE VOLTAGE | RATED_____ | L1_____ | L2_____ | L3_____ |
| PHASE VOLTAGE | RATED_____ | L1-L2_____ | L1-L3_____ | L2-L3_____ |
| COMB.FAN AMPS | FLA_____ | L-1_____ | L2_____ | L3_____ |
| BOILER PUMP AMPS | FLA_____ | L-1_____ | L2_____ | L3_____ |

STATE BOILER INSPECTION Included: COPY OF H-3(manufacturers data report) ☐ Copy of CSD-1 form ☐
FILTER QTY/SIZE _____ DATE REPLACED_____ AMB. TEMP._____ºF
SUP WTR(low)_____ºF RET WTR(low)_____ºF SUP WTR(high)_____ºF RET WTR(high)_____ºF

| | YES | NO | N/A |
|---|---|---|---|
| CLEAN OUT ALL LOOSE DEBRIS INSIDE CABINET, COMBUSTIBLE MATERIAL | ☐ | ☐ | ☐ |
| REMOVE ALL COMBUSTIBLE MATERIAL FROM INSIDE BOILER ROOM | ☐ | ☐ | ☐ |
| CHECK ALL ELECTRICAL CONNECTIONS HIGH AND LOW VOLTAGE | ☐ | ☐ | ☐ |
| CHECK BURNER ASSEMBLY, HEAT DAMAGE, SOOT, FLAME APPEARANCE | ☐ | ☐ | ☐ |
| VERIFY THAT UNIT IS LEVEL AND CONDENSATE IS TRAPPED CORRECTLY | ☐ | ☐ | ☐ |
| CHECK FOR ADDITIONAL COMPONENTS REQUIRED (pumps, flue configuration) | ☐ | ☐ | ☐ |
| CHECK PUMP SEALS, ALIGNMENT, FUNCTION, GREASE BEARINGS | ☐ | ☐ | ☐ |
| CHECK GAS VALVES FOR PROPER SEAL, LEAKS, FUNCTION (no leaks when off) | ☐ | ☐ | ☐ |
| CHECK GAS PRESSURE REGULATOR FOR OPERATION, LEAKS | ☐ | ☐ | ☐ |
| MANUAL HIGH LIMIT RESET 20* GREATER THAN BOILER OPERATING CONTROL | ☐ | ☐ | ☐ |
| CALIBRATE AIR/FUEL MIXTURE USING COMBUSTION ANALYSER | ☐ | ☐ | ☐ |

NOTES:_____

VEREGY

ENERGY OPTIMIZATIONS, DELIVERED.

# OIL LESS CHILLER INSPECTION REPORT

WO# _____ TECH(S) _____ DATE _____

JOBSITE _____ UNIT ID _____ MAKE _____

MODEL _____ SERIAL _____

REF TYPE _____ FACTORY CHAGRE _____ COND TYPE: MAKE _____ MAKE _____

VOLTAGE _____ PHASE _____ MAX FUSE SIZE _____ MINIMUM CIRCUIT AMPACITY _____

| | COMP #1 | COMP #2 | COMP #3 | COMP #4 | COMP #5 | COMP #6 |
|---|---|---|---|---|---|---|
| STATUS ON/OFF | | | | | | |
| ACTIVE ALARM | | | | | | |
| ACTIVE FAULT | | | | | | |
| DEMAND | | | | | | |
| INTERLOCK | | | | | | |
| SPEED RPM | | | | | | |
| IGV % OPEN | | | | | | |
| SUCTION PRESS | | | | | | |
| SUCTION TEMP | | | | | | |
| DISCHARGE P | | | | | | |
| DISCHARGE T | | | | | | |
| POWER INPUT | | | | | | |
| DESIRED POWER | | | | | | |
| 3 PHASE AMP | | | | | | |
| PRESSURE RATIO | | | | | | |
| SURGE RPM | | | | | | |
| CHOKE RPM | | | | | | |
| INVERTER TEMP | | | | | | |
| SSH | | | | | | |

| CAVITY TEMP | | | | | |
|---|---|---|---|---|---|
| EVPARATOR | | | CONDENSER | | |
| LEAVING WATER TEMP | | | | | |
| ENTERING WATER TEMP | | | | | |
| CHILLED WATER DELTA TEMP | | | | | |
| REF SAT TEMP | | | | | |
| APPROACH | | | | | |
| ACT SETPOINT | | | | | |
| ENABLE SETPOINT | | | | | |
| STOP SETPOINT | | | | | |
| EXP VLV SETPOINT | | | | | |
| EXP VLV POSISITON % | | | | | |
| | | | | | |
| STATUS ON/OFF | | | STATUS ON/OFF | | |
| CHILLED WATER PUMP 1 | | | CHILLED WATER PUMP 1 | | |
| CHILLED WATER PUMP 2 | | | CHILLED WATER PUMP 2 | | |
| CHILLED WATER WTR FLOW | | | CHILLED WATER WTR FLOW | | |

## E. Provide information about the ability of the Contractor to provide on-line access to maintenance database.

The Field Service Report (FSR) is currently a handwritten document that is presented to the owner's representative at the time the prescribed activity is completed. The report is used to convey the task assigned is completed and will have detailed notes on site conditions and our findings during the execution of the work. At the request of the city we will prioritize and capture from the FSR information that the City deems most relevant for their use, this would include information such as outside air temperature, loop water temperature, water conditions, etc. Once we have the information captured in the FSR at no additional cost to the City, Veregy will place into an Excel data base the designated information. This will allow the City to import the information for their use and tracking of systems performance. This information will be historic and searchable and but will not be online accessible at this time.

# AXIA Cooperative Responses

Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as an offering to Public Agencies for your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as a public sector sales offering within 10 days of award
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the Axia Cooperative team within first 90 days

At Veregy, we look forward to developing a long-term relationship with the AXIA Cooperative and will begin the relationship by leveraging our internal marketing and sales talent to increase our partnership awareness in the marketplace. The following is a 90-day plan to announce and influence our existing clientele and notify our target audiences:

1.) Meet with AXIA management for a discovery meeting reaffirming various attributes, key stakeholders, and partnership goals for our organizations.
2.) Request an AXIA representative to speak with our national sales and marketing teams delivering a presentation on the intricacies and benefits of partnering with AXIA.
3.) Determine what current marketing efforts are underway by AXIA and determine how we can assist with efforts, resources, or offer expertise.
4.) Develop and distribute National and Local Press Releases containing quotes from both Veregy and AXIA executive management.
5.) Begin an ongoing strategic marketing and communication plan with existing AXIA clientele and Veregy's co-clientele notifying them of the benefits of partnering with the AXIA cooperative.
6.) Begin endorsing AXIA at local and national industry conferences while partnering with joint group events, including educational sessions, entertainment/meals, and philanthropy.

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

iii. Creation and distribution of a co-branded press release to trade publications
iv. Announcement, contract details and contact information published on the Supplier company website within first 90 days
v. Design, publication and distribution of co-branded marketing materials within first 90 days
vi. Commitment to provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings, etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement

vii. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

viii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

ix. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:

- Axia Cooperative standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Lead Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to Axia Cooperative's website, including the online registration page;
- A dedicated telephone number and email address for Axia Cooperative.

Once contracted with AXIA, we will collaborate in developing a multi-year partner awareness campaign. We will start with the steps initially mentioned in response to question A above and expand to other marketing mediums, such as our communication platforms, digital media, and national collateral. We will continue those efforts for the life of our AXIA contract, as our budget deems fit, and our national relationship with AXIA staff and their clientele remains strong.

Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through Axia Cooperative. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

We have existing partnerships with various national and local cooperatives, such as:

1.) 1GPA
2.) TIPS
3.) NCPA
4.) PCA
5.) META
6.) State of Arizona Purchasing

As we develop our newly formed partnership with AXIA and understand all the benefits of your services, we can begin touting AXIA as a viable Cooperative option in the marketplace. It will be critical that AXIA showcases the power of its partnership with our sales and marketing teams. Once our sale team becomes comfortable delivering AXIAs value proposition and new projects arise, we will work with our clientele and AXIA to ensure we are forging the right partnership with a long-term outlook.

Acknowledge that your company agrees to provide its company/corporate logo(s) to Axia Cooperative and agrees to provide permission for reproduction of such logo(s) in marketing communications and promotions. Acknowledge that use of Axia Cooperative logo will require permission for reproduction, as well.

Veregy acknowledges and confirms we will comply with AXIA's aforementioned logo requirements, permissions, and requests.

Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by Axia Cooperative. All sales materials are to use the Axia Cooperative logo. At a minimum, the Supplier's sales initiatives should communicate:

x. Master Agreement was competitively solicited and publicly awarded by a Lead Procurement Agency
xi. Best government pricing
xii. No cost to participate
xiii. Non-exclusive contract

Veregy acknowledges and confirms we will comply with AXIA's sales material requirements and general disclosures after formal review by Veregy's legal counsel and executive management.

Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

xiv. Key features of Master Agreement
xv. Working knowledge of the solicitation process
xvi. Awareness of the range of Public Agencies that can utilize the Master Agreement through Axia Cooperative
xvii. Knowledge of benefits of the use of cooperative contracts

We agree, in partnership with an AXIA representative, to hold a formal training of AXIAs services, processes, benefits, and master agreement, as stated above. It will be imperative an AXIA subject matter expert makes themselves available in the first 30 days of our partnership to present a review of all the key benefits AXIA has to offer.

Provide contact information for the person(s), who will be responsible for:

xviii. Marketing
xix. Sales
xx. Sales Support
xxi. Financial Reporting
xxii. Contracts

Below is the list of internal Veregy employees who are responsible for various actions:

| Department | Name | Contact Information |
|---|---|---|
| Marketing | Vincent Esparza | vesparza@veregy.com<br>602.452.8746 |
| Sales | Ben Madsen | bmadsen@veregy.com<br>480.390.1388 |
| Sales Support | Ryan Voitik | rvoitik@veregy.com<br>602.920.0383 |
| Financial Reporting | Michele Greener | mgreener@veregy.com<br>602.429.3042 |
| Contracts | Tonja Hale | thale@veregy.com<br>602.819.5706 |

**Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

Veregy's sales force is structured regionally across the country. Our three regions, West, Central, and East, include 37 sales representatives, individually focused on various vertical markets (i.e., K-12, State and Local Government, Airports, Healthcare, and Higher Education).

Our national sales manager is Bob Bennett; he can be reached at bbennett@veregy.com.

**Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program.**

As we develop our newly formed partnership with AXIA and understand all the benefits of your services, we can begin touting AXIA as a viable Cooperative option in the marketplace. It will be critical that AXIA showcases the power of its partnership with our sales and marketing teams. Once our sales team becomes comfortable delivering AXIAs value proposition and new projects arise, we will work with our clientele and AXIA to ensure we are forging the right partnership with a long-term outlook.

**Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.**

Post the AXIA training by your subject matter experts, and our Veregy staff is comfortable promoting AXIA as a viable option for our clientele and their projects, we will begin marketing and sales efforts, as previously mentioned. We will promote the expansion of those efforts year-over-year as we continue a successful partnership with the AXIA organization.

**State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

Our sales in fiscal year 2021 were $284 million. Below is a list of top clientele in 2021.

| Project | Sales | Contact Information |
|---|---|---|
| Cartwright ESD | $52,236,659 | * |
| Kingman USD | $7,632,847 | * |
| Dysart USD | $18,952,522 | * |
| Ft. Worth ISD | $14,623,945 | * |
| Sahuarita USD | $16,653,704 | * |
| J.O. Combs USD | $12,401,648 | * |
| Tolleson Union HSD | $7,075,839 | * |
| Pendergast ESD | $2,300,500 | * |
| Manor ISD | $10,150,136 | * |
| Roosevelt ESD | $11,636,191 | * |

** We will provide AXIA with contact information when we speak with our clientele and discuss AXIA's use of their information.*

**Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**

Our service, sales, and accounting teams use a number of CRM and accounting systems, including SalesForce, Vista, Planful, Concur, and other SAP resources to ensure we maintain compliance and efficiency with all incoming orders (AR/AP). We have an industry-leading customer retention rate and to the best of our ability will maintain compliance with AXIAs recordkeeping requests.

**Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.**

xxiii. **Respond with Master Agreement pricing (Contract Sales reported to Axia Cooperative).**

xxiv. **If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to Axia Cooperative under the Master Agreement.**

xxv. **Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to Axia Cooperative).**

xxvi. **If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

If a public agency associated with AXIA issues a contract under the AXIA Master Agreement and the contract is then awarded to Veregy, LLC., we will take the necessary steps to ensure we are compliant with the AXIA master agreement. If an AXIA client is issuing solicitations outside of AXIA's master agreement, Veregy will make the determination to respond under its own legal terms at that time.

ATTACHMENT G

# PRICE PAGE

## Group One: FCM Equipment

Cost for Preventative Maintenance (PM) Services must be all-encompassing, to include the following: Monthly site visits; Quarterly PM, Annual PM, and all reporting requirements (i.e. written reports and monthly logs).

**Note:** All other repairs, equipment or parts not associated with the requirements for the Preventative Maintenance (PM) Program, discovered during routine inspections will require separate invoicing and prior City of Tucson approval before any of the work is conducted by the vendor for that service. **In addition, any mark up on parts shall not exceed 10% when invoiced.**

## Boilers

| Location | Manufacturer | Model | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|
| Edith Ball ARC / 3455 E. Zoo CT | RITE MFG | W105 W | $314.00 | $1818.00 | $2760.00 |
| Clements CTR / 8155 E. Poinciana DR | RITE MFG | 48W | $314.00 | $1818.00 | $2760.00 |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | HARSCO | C-450 | $314.00 | $1818.00 | $2760.00 |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | HARSCO | C-450 | $314.00 | $1818.00 | $2760.00 |
| East City Hall Ward 02 / 7575 E. Speedway BL | LAARS | PH0500CN12CBACR | $314.00 | $1818.00 | $2760.00 |
| ESSC Parks/Fire 16 / 7575 E. Speedway BL | RBI | LB750 | $314.00 | $1818.00 | $2760.00 |
| Mulcahy YMCA / 5085 S. Nogales HY | BRYAN | F350-W-G | $314.00 | $1818.00 | $2760.00 |
| Donna R Liggins CTR / 2160 N. 6th AV | WEIL-MCLAIN | PMGB-6 | $314.00 | $1818.00 | $2760.00 |
| PSTA Admin / 10001 S. Wilmot RD | WEIL-MCLAIN | LGB-8W | $314.00 | $1818.00 | $2760.00 |
| PSTA Central Plant / 10001 S. Wilmot RD | RITE MFG | 90W | $314.00 | $1818.00 | $2760.00 |
| PSTA Classrm 100 / 10001 S. Wilmot RD | RAYPAK | H3-0400 | $314.00 | $1818.00 | $2760.00 |
| PSTA Classrm 200 / 10001 S. Wilmot RD | RAYPAK | H3-0400 | $314.00 | $1818.00 | $2760.00 |
| PSTA Physical Training / 10001 S. Wilmot RD | RAYPAK | H1-0330 | $314.00 | $1818.00 | $2760.00 |
| Quincie Douglas CTR / 1575 E. 36th ST | RITE MFG | 120W | $314.00 | $1818.00 | $2760.00 |
| Santa Cruz Police / 4410 S. Park AV | BRYAN | F350-W | $314.00 | $1818.00 | $2760.00 |
| Tucson Child Museum / 200 S. 6th AV | TELEDYNE | HH05002N091 | $314.00 | $1818.00 | $2760.00 |
| Morris K Udall CTR / 7290 E. tanque Verde RD. | RITE MFG | 400 | $314.00 | $1818.00 | $2760.00 |
| Police Crime Lab / 1306 W. Miracle Mile | MACH | C-2500 | $314.00 | $1818.00 | $2760.00 |
| Police Crime Lab / 1306 W. Miracle Mile | MACH | C-2500 | $314.00 | $1818.00 | $2760.00 |
| City Courts / 103 E. Alameda ST | RITE BOILER | 475 | $314.00 | $1818.00 | $2760.00 |

## Total Yearly Cost for All FCM Boilers Presented $ 55,200.00___

# FCM Chiller Inventory PRICE PAGE

| Location | Manufacturer | Model | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|
| Edith Ball ARC / 3455 E. Zoo CT | MCQUAY | AGZ045BS27-ER11 | $813.00 | $2280.00 | $4719.00 |
| Hay Udal Admin / 4401 S Tucson Estates PW | CARRIER | 30RA-900-009 | $813.00 | $2280.00 | $4719.00 |
| Clements CTR / 8155 E. Poinciana DR | CARRIER | 30GN-040-610FS | $813.00 | $2280.00 | $4719.00 |
| East City Hall Ward 02 / 7575 E. Speedway BL | TRANE | CGAFC504ADA100DE00 | $813.00 | $2280.00 | $4719.00 |
| ESSC Parks/Fire 16 / 7575 E. Speedway BL | TRANE | CGAM 052A 02H02 AXD2 A1A1 A1AX | $813.00 | $2280.00 | $4719.00 |
| McCormick PK YMCA / 2900 N. Columbus BL | CARRIER | 30RAN045-511 | $813.00 | $2280.00 | $4719.00 |
| Mulcahy YMCA / 5085 S. Nogales HY | CARRIER | 30RAN40-511NS | $813.00 | $2280.00 | $4719.00 |
| Parks Admin / 900 S. Randolph WY | CARRIER | 30RAP0255JAC6F00 | $813.00 | $2280.00 | $4719.00 |
| Police Headquarters / 270 S. Stone Av | MCQUAY | ALR040C | $813.00 | $2280.00 | $4719.00 |
| Quincie Douglas CTR / 1575 E. 36th ST | MCQUAY | AGR090AS27 | $813.00 | $2280.00 | $4719.00 |
| Santa Cruz Police / 4410 S. Park AV | CARRIER | 30GTN040 | $813.00 | $2280.00 | $4719.00 |
| Tucson Child Museum / 200 S. 6th AV | CARRIER | 30RAP0905FB00100 | $813.00 | $2280.00 | $4719.00 |
| IT BLDG / 481 W. Pasao Redondo | MCQUAY | AGZ160DHHVH-FR10 | $813.00 | $2280.00 | $4719.00 |
| Hay Udal Admin / 4401 S Tucson Estates PW | TRANE | CGWCC801RGNJJ423BGPT | $813.00 | $2280.00 | $4719.00 |
| Hay Udal Admin / 4401 S Tucson Estates PW | TRANE | CGWCC801RGNJJ423BGPT | $813.00 | $2280.00 | $4719.00 |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | MCQUAY | AGZ110DHHVJ-ER10 | $813.00 | $2280.00 | $4719.00 |
| TOPSC Bldg 02 911 Dispa. / 4004 S. Park AV | MCQUAY | AGZ110DHHVJ-ER10 | $813.00 | $2280.00 | $4719.00 |
| PSTA Central Plant / 10001 S. Wilmot RD | MCQUAY | WHR095E-W | $813.00 | $2280.00 | $4719.00 |
| PSTA Central Plant / 10001 S. Wilmot RD | MCQUAY | WHR095E-W | $813.00 | $2280.00 | $4719.00 |
| Morris K Udall CTR / 7290 E. Tanque Verde RD. | YORK | YTGOA1B1-CFH | $813.00 | $2280.00 | $4719.00 |
| Morris K Udall CTR / 7290 E. Tanque Verde RD. | YORK | YTGOA1B1-CFH | $813.00 | $2280.00 | $4719.00 |

| Location | Manufacturer | Model | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|
| Westside Police / 1310 W. Miracle Mile | MCQUAY | WMC035TTT-ER10 | $813.00 | $2280.00 | $4719.00 |
| Police Crime Lab / 1306 W. Miracle Mile | MCQUAY | WMC290DBS-ER10 | $813.00 | $2280.00 | $4719.00 |
| Police Crime Lab / 1306 W. Miracle Mile | MCQUAY | WMC290DBS-ER10 | $813.00 | $2280.00 | $4719.00 |
| NWBM Bldg 03 Phy Plant / 3920 W. Sun Tran BL | YORK | YCW0064S | $813.00 | $2280.00 | $4719.00 |
| NWBM Bldg 03 Phy Plant / 3920 W. Sun Tran BL | YORK | YCW0064S | $813.00 | $2280.00 | $4719.00 |
| NWBM Bldg 03 Phy Plant / 3920 W. Sun Tran BL | YORK | YCWL0126HE46 | $813.00 | $2280.00 | $4719.00 |
| City Courts / 103 E. Alameda ST | MCQUAY | WMC25DES-ER10 | $813.00 | $2280.00 | $4719.00 |
| City Courts / 103 E. Alameda ST | MCQUAY | WMC25DES-ER10 | $813.00 | $2280.00 | $4719.00 |
| IT BLDG / 481 W. Pasao Redondo | SNYDER GEN | ALR075C | $813.00 | $2280.00 | $4719.00 |
| NWBM Bldg 05 Phy Plant / 3920 W. Sun Tran BL | TRANE | SFHFF304 | $813.00 | $2280.00 | $4719.00 |

**Total Yearly Cost for All FCM Chillers Presented $ 146,289.00__**

**Yearly Grand Total for Group One (Boiler + Chiller PM Service Cost) =**

**$ 201,489.00**

**Unscheduled Repair Service - Normal Hourly Rate: $ 85.00_____**

**After hours, Weekends and Holiday Hourly Rate: $ 127.50_____**

# PRICE PAGE

## Group Two: HCD Equipment

**Tucson House**

| Qnty | Manufacturer | Model | Serial Number | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|---|
| 1 (A) | Trane Helical-Rotary Chiller | RTHB150 | 401L07456 R-22 | $813.00 | $2280.00 | $4719.00 |
| 1 (B) | Trane Centrifugal Chiller | CVHE0450 | L01L11966 R-123 | $813.00 | $2280.00 | $4719.00 |
| 1 (D) | Industrial Boiler Company Inc | PFDW150GAS | S150 62 | $314.00 | $1818.00 | $4719.00 |
| 1 (D) | Industrial Boiler Company Inc | PFDW150GAS | S150 63 | $314.00 | $1818.00 | $4719.00 |
| 1 (D) | Industrial Boiler Company Inc | PFDW100GAS | S100 75 | $314.00 | $1818.00 | $4719.00 |
| | | | **Total:** | $2,568 | $10,014.00 | $17,718.00 |

**Craycroft Towers**

| Qnty | Manufacturer | Model | Serial Number | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|---|
| 1 (C) | McQuay Water-Cooled Magnetic Bearing Compressor | WMC145DSC | STNU090700068 | $813.00 | $2280.00 | $4718.00 |
| 1 | Rite Boiler Company | 105 | STNU090700068 | $314.00 | $1818.00 | $2760.00 |
| 1 | Rite Boiler Company | 105 | 24202 | $314.00 | $1818.00 | $2760.00 |
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221180 | $314.00 | $1818.00 | $2760.00 |
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221181 | $314.00 | $1818.00 | $2760.00 |
| 1 | Raytherm Heating Boiler | H1-0514 | 1001304834 | $314.00 | $1818.00 | $2760.00 |
| | | | **Total:** | $2,568.00 | $11,370.00 | $18,518.00 |

**MLK**

| Qnty | Manufacturer | Model | Serial Number | Quarterly PM Cost | Annual PM Cost | Total Yearly PM Cost |
|---|---|---|---|---|---|---|
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221180 | $314.00 | $1818.00 | $2760.00 |
| 1 | LAARS Domestic Water Boiler | PW0500IN09 | C10221181 | $314.00 | $1818.00 | $2760.00 |
| 1 | Raytherm Heating Boiler | H1-0514 | 1001304834 | $314.00 | $1818.00 | $2760.00 |
| | | | **Total:** | $942.00 | $5454.00 | $8,280.00 |

**HCD Equipment (Continued)**

**Yearly Grand Total for Group Two (Boiler + Chiller PM Service Cost) =**

**$ 45,516.00**

**Unscheduled Repair Service - Normal Hourly Rate: $ 85.00**

**After hours, Weekends and Holiday Hourly Rate: $ 127.50**

## Cost for Eddy Current Tube Analysis

**HCD Chiller Inventory:**

**Total Time & Material Cost for (3 YR) Condenser Tubes:**

**Chiller (A) $1,942.00 Chiller (B) $1,942.00 Chiller (C) $1,942.00**

**Total Time & Material Cost – (5 YR) Evaporative Tubes:**

**Chiller (A) $1,942.00 Chiller (B) $1,942.00 Chiller (C) $1,942.00**

## Cost for Eddy Current Tube Analysis

**HCD Boiler Inventory:**

**Total Time & Material Cost for (3 YR) Tube Bundles:**

**Boiler (D) $ 2500**

# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Veregy, Formerly Midstate Energy
Company Name

23325 N 23rd Ave., Suite 120
Address

Phoenix, AZ 85027
City State Zip

Signature of Person Authorized to Sign

Printed Name

Vice President of Marketing and Communications
Title

For clarification of this offer, contact:

Name: Mark Christensen

Title: Lead Estimator

Phone: 520-600-4488

Fax:

E-mail: mchristensen@veregy.com

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 226099-02.

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

This 10th day of February 2023

Regina Nassen for
As Tucson City Attorney and not personally

Awarded:

This 9th day of February 2023

Nathan Daon
As Director of Business Services and not personally

# 4. Insurance

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/1/2023

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

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

**PRODUCER**
J.W. Terrill, a Marsh & McLennan Agency LLC compan
825 Maryville Centre Drive
Suite 200
Chesterfield MO 63017

**CONTACT NAME** Tamara Torbit, CIC, CISR
**PHONE (A/C, No, Ext)** 314-594-2618 **FAX (A/C, No)** 888-307-1561
**E-MAIL ADDRESS** tamara.torbit@marshmma.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A | Amerisure Insurance Company | 19488 |
| INSURER B | Amerisure Mutual Insurance Company | 23396 |
| INSURER C | Travelers Casualty and Surety Company | 19038 |
| INSURER D | Continental Insurance Company | 35289 |
| INSURER E | Tokio Marine Specialty Insurance Co. | 23850 |
| INSURER F | | |

**INSURED**
Midstate Energy, LLC
dba Veregy
3312 East Broadway
Phoenix AZ 85040

VEREG NTER

**COVERAGES** **CERTIFICATE NUMBER:** 397205634 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | | | CPP20786731302 | 9/10/2022 | 9/10/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE L MIT APPL ES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | CA20984530702 | 9/10/2022 | 9/10/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | CU20786741102 | 9/10/2022 | 9/10/2023 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC20826651101 | 9/10/2022 | 9/10/2023 | X PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACC DENT | $ 1,000,000 |
| | If yes, describe under DESCR PTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Excess Liability | | | EX6S43761822NF | 9/10/2022 | 9/10/2023 | Aggregate | $10,000,000 |
| D | Excess Liability | | | FFX7015619228 | 9/10/2022 | 9/10/2023 | Limit | $10,000,000 |
| E | Prof & Poll Liability | | | PPK2435615 | 6/30/2022 | 9/10/2023 | Limit | $10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Leased & Rented Equipment - $300,000
Installation Floater - $2,500,000

Pollution/Professional Liability – Tokio Marine Specialty Insurance Company
Limit: $10,000,000 per incident with $10,000,000 Total Policy Aggregate Limit

Builders Risk
Atlantic Specialty Insurance Company
See Attached...

**CERTIFICATE HOLDER**

City of Tucson
Business Services Department
255 W. Alameda
Tucson AZ 85726

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: VEREGINTER

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| J.W. Terrill, a Marsh & McLennan Agency LLC compan | Midstate Energy, LLC<br>dba Veregy<br>3312 East Broadway<br>Phoenix AZ 85040 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

7900261400004
Effective: 9/10/22 to 9/10/23
Limit - $8,000,000 for all but Frame
Frame limit – $1,000,000

Riggers Liability
Amerisure Mutual Company
CPP20786731302
Effective: 9/10/22 to 9/10/23
Limit - $25,000 limit
Deductible - $1,000

Cyber Insurance
Coalition Insurance Solutions, Inc.
Policy #C4MK1098964
Effective: 9/10/22 to 9/10/23
Limits: $5,000,000 with $250,000 retention
Re: 226099 Chiller and Boiler Maintenance Services

City of Tucson is included as Additional Insured(s) for General Liability, including completed operations Automobile Liability and Umbrella Liability with respect to work performed by the Named Insured, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.
General Liability, Automobile Liability and Umbrella Liability coverage is considered primary and non-contributory, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.
A waiver of subrogation is granted for General Liability, Automobile Liability, Worker's Compensation and Umbrella Liability coverage where permitted by law and if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.
A 60 day notice of cancellation will be given to the named Certificate Holder, for reasons other than non-payment of premium or Insured's request. This 60 day notice of cancellation only applies to General Liability, Automobile Liability, Worker's Compensation and Umbrella Liability.


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# 5. RFP# 226099

# CITY OF TUCSON

REQUEST FOR PROPOSAL

226099

CHILLER AND BOILER MAINTENANCE SERVICES

Due Date: Tuesday, September 13, 2022

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/22345

PUBLISH DATE: August 11, 2022

Attachments:
A - Axia Cooperative Solicitation Attachments for Chiller and Boiler Maintenance
B - HUD 5369
C - HUD 5370 (exp 11.30.2023)
D - HUD-5370-C1 (excl 11.30.2023)
E - HUD-SECTION 3
F - OFFER AND ACCEPTANCE
G - 226099 ATTACHMENT G Price Page

# A. NOTICE

## A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 226099

TITLE: Chiller and Boiler Maintenance Services

SUBMITTAL DUE DATE: Tuesday, September 13, 2022 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, August 18, 2022

TIME: 10:00 am LOCAL AZ TIME

LOCATION: https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2Fl%2Fmeetup-join%2F19%3Ameeting_ZWQ1YmY3MmItNjQ3Yy00NTU2LThkOWItMGJhZDk3YTExM2Vh%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%2522d21e59ec-c208-43eb-aaf1-cf06d9a196e0%2522%252c%2522Oid%2522%253a%2522add2f19c-51c5-40c6-a494-1e7e841652ba%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=1ae6fcb4-1d3f-4be0-b712-85c5538bc714&directDl=true&msLaunch=true&enableMobilePage=false&suppressPrompt=true

QUESTIONS SHALL BE DIRECTED TO: Olga Culp
(520) 837-3801
olga.culp@tucsonaz.gov

Posted Date: Thursday, August 11, 2022

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

# B. INTRODUCTION

## B.1. Summary

The City of Tucson is seeking proposals for a comprehensive Preventive Maintenance and Repair program for Chiller and Boiler systems. The purpose of this contract is to ensure that the systems and associated equipment operate in an effective and efficient manner such that comfortable building environments are maintained, and that heating and cooling expenses are minimized. This contract will provide services for two separate operating units within the City and includes their respective equipment inventories and specific requirements.

The City's Facilities and Communication Maintenance Division (FCM) is responsible for providing building maintenance services for assigned City-owned buildings and facilities through a combination of in-house staff and contract services. Various FCM staff will interact with the Contractor to ensure optimal contract performance. In addition, the Housing & Community Development Department (HCD) also has physical plant operators that oversee the operation of the equipment listed at their various locations that will also interact with the Contractor.

Consistent with the differing needs and requirements of each operating unit, this solicitation contains two separate scopes of work as noted above, and two separate equipment inventories. Each equipment inventory and associated scope of work stands alone as representing the program requirements for the respective operating units, Facilities and Communications Maintenance (FCM) and Housing and Community Development, (HCD).

## B.2. Background

National Contract

The City of Tucson, as the Lead Procurement Agency, as defined in Attachment A, has partnered with Axia Coop LLC ("Axia Cooperative") to make the resultant contract (also known as the "Master Agreement" in materials distributed by Axia Cooperative) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Attachment A contains additional information on Axia Cooperative and the cooperative purchasing agreement.

Axia Cooperative provides shared services and supply chain optimization to state, local, education and other government entities. Axia Cooperative leverages the spend of public agencies nationwide to command the best prices on products and services. With executive support from the supplier along with pricing and sales commitments, Axia Cooperative provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from

a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Axia Cooperative documents (Attachment A).

The City of Tucson anticipates spending approximately $3mm over the full potential Master Agreement term for Chiller and Boiler Maintenance Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of purchases under the Master Agreement through Axia Cooperative is approximately $30mm. This projection is based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and Axia Cooperative.

## B.3. Contact Information

**Olga Culp**
Contract Officer
Email: olga.culp@tucsonaz.gov
Phone: (520) 837-3801
**Department:**
General Services

## B.4. Timeline

| | |
|---|---|
| **Release Project Date** | August 11, 2022 |
| **Pre-Proposal Meeting (Non-Mandatory)** | August 18, 2022, 10:00amhttps://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2Fl%2Fmeetup-join%2F19%3Ameeting_ZWQ1YmY3MmItNjQ3Yy00NTU2LThkOWItMGJhZDk3YTExM2Vh%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%2522d21e59ec-c208-43eb-aaf1-cf06d9a196e0%2522%252c%2522Oid%2522%253a%2522add2f19c-51c5-40c6-a494-1e7e841652ba%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=1ae6fcb4-1d3f-4be0-b712-85c5538bc714&directDl=true&msLaunch=true&enableMobilePage=false&suppressPrompt=true |
| **Question Submission Deadline** | September 2, 2022, 4:00pm |
| **Proposal Submission Deadline** | September 13, 2022, 2:00pm |

# C. SCOPE OF WORK

## C.1. SCOPE OF WORK (FCM)

The building and equipment inventory may increase or decrease during the term of the contract, as buildings are added to or eliminated from the FCM inventory, or as equipment replacement occurs. Changes in the equipment inventory will be discussed with the Contractor and pricing adjustments where necessary will be implemented by contract amendment. The City's Chiller and Boiler inventory for this contract can be viewed in Attachments. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

a. Have a strong national presence in the Chiller and Boiler Maintenance industry.

b. Have a network capable of providing service nationwide.

c. Have a demonstrated nationwide sales presence.

d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

e. Be able to provide the full range of services, parts and material to meet the demands of the City of Tucson and agencies that opt to participate in the cooperative purchasing program detailed herein.

I. PREVENTIVE MAINTENANCE – FCM CHILLERS

A. The Contractor will propose and shall implement, upon acceptance by the City, a comprehensive Preventive Maintenance and Service Program for Chillers and associated components. This program will include operating inspections which will record all temperatures, pressures, refrigerant and oil levels, voltages and amperages and will additionally identify any corrective service actions that may be discovered during operation and inspection of systems. The FCM inventory consists of approximately 32 chillers at various sites throughout the City.

B. The PM Program proposed by the Contractor shall be specific to each unit, based on its age, design, and condition, and shall identify the equipment and components to be included or excluded by the program. The program will also include applicable industry standards, manufacturers' required and recommended maintenance procedures, and will be in full compliance with all applicable code and regulatory requirements.

C. The program and services proposal will detail the techniques, procedures, methods, materials, and labor and time requirements necessary to ensure the equipment operates reliably and with optimized efficiency consistent with design intent.

D. The PM program will require less than a 6 hour response to resolve any 'service related' needs that develop or are discovered during inspection. Compliance with PM inspections and task completion will be essential and subject to verification.

E. Pricing for these services shall be based on a single, fixed monthly price per unit, to cover all Contactor expenses for the program they are proposing which should incorporate both manufacturer recommendations and industry best practices to each Chiller listed in the attached inventory.

F. Standard Preventative Maintenance Requirements:

1. Monthly site visits by a fully trained and qualified Contractor Technician for each Chiller system, one of which will be an Annual Winter Maintenance Service.

2. Visual inspection of all units, controls, equipment, and components.

3. Testing of units, equipment and components appropriate for conducting comprehensive Preventive Maintenance service.

4. Perform maintenance procedures and techniques, such as assembly/disassembly, adjustment, lubrication, cleaning and epoxy treatment of condenser bundle heads, sacrificial anode replacement, refrigerant level maintenance, and repair and replacement of parts and components as necessary.

5. Review operating logs and document abnormalities.

6. Document procedures performed and recommendations made via a written maintenance service report at each site, and if available, via an on-line maintenance database accessible by the City.

7. Provide verbal and written consultation, briefing, advice, and recommendations to the City as appropriate and necessary to inform the City of the condition, maintenance, and recommended course of action to ensure the optimal operation of the units.

G. Annual Winter Maintenance (AWM) Requirements:

1. Condenser tube inspection and brushing for each unit.

2. Evaporator shall be inspected once every three (3) years, with brushing included.

3. Oil analysis shall be performed once per year by Infrared Spectrographic process with a written report forwarded to the FCM Representative, or alternatively, the contractor may choose an on-line Infrared Spectrographic sampling method in its place.

4. Oil, and all other parts and materials used and or replaced in the AWM such as filters, gaskets, seals, etc., shall be of original equipment manufacturer.

5. All gaskets, O-rings or seals removed to perform inspections shall be replaced with new products, re-used products are not permitted.

6. Bidders must familiarize themselves with the various manufacturers' AWM recommendations, as no deviation will be allowed.

H. Eddy Current Tube Analysis Requirements:

1. The Contractor shall perform Eddy Current Tube Analysis for wear and pitting on condenser tubes every three (3) years and on evaporative tubes every five (5) years.

2. Upon completion of Eddy Current Analysis, the Contractor shall provide to the FCM Representative a written Tube Analysis Report.

3. Any tubes found to be defective will be replaced at the owner's expense.

II. WRITTEN SERVICE REPORT – FCM CHILLERS

A written Service Report shall be required to be completed by the Contractor Technician(s) and presented to the FCM Representative at the conclusion of each Preventive Maintenance and Repair Service call. The Service Report shall provide guidance and format for written summaries of work performed and a subsequent record of acceptance by the FCM Representative, irrespective of any performance or warranty issues that may arise.

A. The Contractor shall design and present as part of their proposal a standard pre-printed, Service Report form. Upon contract award or during the course of the contract, the City may request revisions to the Service Report format.

B. The Service Report form shall contain standard sections that will provide the following information:

1. A complete checklist of all work, procedures, actions taken during the service call, evidenced by either an individual check mark for each procedure, or by attached reference to the specifications and manufacturers' specifications as contained in this contract.

2. Recorded values of all measurements taken.

3. Space for identifying information such as chiller unit, location, address, date of service or repair, etc.

4. Specific detail and information about adjustments made, repairs performed, parts replaced, etc.

5. Space for Contractor Technician recommendations for additional adjustments, repairs, or upgrades.

6. A standard written certification statement appearing at the end of the Service Report that stipulates that the Contractor Technician has performed all required and recommended preventive maintenance and repairs procedures, in compliance with this contract and with all recommended or required manufacturers' procedures, and that the unit is has been serviced to perform properly.

7. A space indicating acceptance or non-acceptance by the FCM Representative of the Contractor's Work.

8. Spaces for written and signed Contractor Technician(s) and the FCM Representative(s) names.

III. PREVENTIVE MAINTENANCE – FCM BOILERS

The (FCM) inventory of Boilers covered under this contract will include 19 natural gas and two (2) electric condensing boilers located throughout the City at various sites. These hot water boilers range in size from 155,000 BTUH, to 5,260,000 BTUH with the most frequent size being 1,000,000 BTU/hour. This inventory may increase or decrease during the term of the contract, as buildings are added to or eliminated from the City's inventory, or as equipment replacement occurs. Changes in the equipment inventory will be discussed with the contractor and pricing adjustments where necessary will be implemented by contract amendments.

A. Proposals for the attached equipment inventory must describe, and propose for implementation, a program which meets all state requirements and includes manufacturers' recommendations and industry best practices for each type of boiler. The intent of this program is to ensure safety, while maximizing efficiency, reliability, and service life.

B. The proposed program for Boilers must ensure compliance with the State of Arizona Boiler Rules, Arizona Administrative Code, as compiled and issued by the Division of Occupational Safety and Health of the Industrial Commission of Arizona. Accordingly, a sampling of these tasks from Title 20 Chapter 5, R20-5-417 is referenced below for monthly and semi-annual frequencies.

Note: Daily and weekly checks prescribed in R20-5-417 are not included in the following list for contractor reference as they will be completed internally by FCM staff.

1. On a monthly basis Contractor shall:

a. Test all fan and air pressure interlocks

b. Check the main burner safety shutoff valve

c. Check the low fire start switch

d. Test high and low fuel pressure switch of gas-fired units

2. Semi-annually Contractor shall:

a. Inspect burner components

b. Check flame failure system components

c. Check all wiring of all interlocks and shutoff valve

d. Verify accuracy of all indicating and recording gauges and

e. Check blow down piping and valves

3. Annually, Contractor shall:

a. Replace serviceable components such as scanners or flame rods in the flame failure system according to manufacturers' instructions

b. Check coils and diaphragms and

c. Test operation parts of all safety shutoff and control valves

The task items and frequencies noted herein are not intended to be all inclusive and are presented only as a representative sample of prescribed requirements.

IV. WRITTEN SERVICE REPORT - FCM BOILERS

A written Service Report shall be required to be completed by the Contractor Technician(s) and presented to the FCM Representative at the conclusion of each Preventive Maintenance and Repair Service call. The Service Report shall provide guidance and format for written summaries of work performed and a subsequent record of acceptance by the FCM Representative, irrespective of any performance or warranty issues that may arise.

A. The Contractor shall design and present as part of their proposal a standard pre-printed Service Report form. Upon contract award and at any other time thereafter, the City may request revisions to the Service Report format. The Service Report form shall contain standard sections that will provide the following information:

1. A complete checklist of all work, procedures and specifications performed during the service call, evidenced by either an individual check mark for each procedure, or by attached reference to the specifications and manufacturers' specifications as contained in this contract.

2. Recorded values of all measurements taken.

3. Space for identifying information such as boiler unit, location, address of PM Service or repair, etc.

4. Specific detail and information about adjustments made, repairs performed, parts replaced, etc.

5. Space for Contractor Technician recommendations for additional adjustments, repairs, or upgrades.

6. A standard written certification statement appearing at the end of the Service Report that stipulates that the Contractor Technician has performed all required and recommended Preventive Maintenance and repair procedures, in compliance with this contract and with all recommended or required manufacturers' procedures, and that the unit has been serviced to perform properly.

7. A space indicating acceptance or non-acceptance by the FCM Representative of the Contractor's work.

8. Spaces for written and signed Contractor Technician(s) and the FCM Representative(s) names.

V. ON-CALL REPAIR SERVICE REQUIREMENTS FOR FCM CHILLERS AND BOILERS

A. The Contractor shall provide On-Call Repair Service for all units, equipment, and components when requested by the City through an FCM Representative. Repair services shall include inspection, testing, problem identification, and repair or component replacement as necessary to ensure the equipment's full and reliable operation. All repair and replacement requests shall be considered emergencies unless otherwise designated by the FCM Representative.

B. The Contractor shall be notified by telephone of all requests for repair services. Calls shall be made by an FCM Representative to the Contractor's designated telephone number(s) that shall be answered by a person at all times.

C. The Contractor shall arrive at the site of a repair request fully prepared to assess the problems and commence repairs within two (2) hours.

D. The time of the notification shall be as documented by the FCM Representative. The Contractor shall immediately notify the appropriate City Representative by telephone if the Contractor is unable to arrive on-site to the repair service call within the required response times, and provide a reason for being unable to do so.

E. After completing an assessment of the cause of the equipment or component malfunction, the Contractor shall then immediately notify the FCM Representative of the nature of the required repair and provide an estimate of the time required to repair and bring the system back into full service.

F. Upon authorization to proceed from the FCM Representative, the Contractor shall then immediately commence work to begin and complete the repair to the full satisfaction of the FCM Representative.

G. If repairs cannot be completed immediately such as when parts must be ordered, the Contractor shall immediately inform the FCM Representative of the estimated delay and the schedule for restoring service. Expedited parts ordering will be requested as situations may dictate for mission critical equipment.

H. At the conclusion of the repair work, the Contractor shall immediately notify the FCM Representative regarding the nature of the equipment failure, procedures performed, and parts or components repaired or replaced. The Contractor shall also verbally inform the FCM Representative that the unit is back in service, fully operational, and is safe.

VI. CONTRACTOR PROVIDED TRAINING FOR FCM STAFF

A. The Contractor shall provide 40 hours of accredited factory training to a designated FCM staff member on the equipment covered by this contract.

B. The factory training shall achieve the purpose of providing the designated FCM staff a sound general understanding of the equipment and controls, and of the Contractor's maintenance activities, process, and procedures.

C. Scheduling of the first annual factory training shall have occurred no later than 90 calendar days after the start of the contract, and for all subsequent calendar years by the contract renewal date.

D. There shall be no additional cost for this service.

## VII. EMPLOYEE REQUIREMENTS

A. The Contractor shall utilize only individuals to work on this contract who have successfully completed a criminal background investigation conducted by the Tucson Police Department. The Contractor shall submit the names of individuals the Contractor intends to use to the FCM Contract Representative. Individuals shall not perform work until the FCM Contract Representative notifies the Contractor of successful completion of the criminal background investigation.

B. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for, and have authority to act in overseeing and supervising Contractor Technician(s), and be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times by telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within two (2) hours to emergencies as determined by the FCM Contract Representative.

C. The Contractor shall ensure that all employees and personnel wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee.

D. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FCM Contract Representatives, other City staff, and the public.

E. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

F. The Contractor shall immediately remove at the direction of any FCM Representative or other City staff, any of its employees from current and future assignment to work at City buildings or sites in response to the City Representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession of weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

## VIII. LEGAL REQUIREMENTS

A. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the FCM Contract Representative upon request.

B. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

C. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

D. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

## C.2. Annual Summer Maintenance (ASM) During Lay-Up for Boilers

A. The following examples are indicative of typical tasks that will be consistent with summer preparation for the next heating season. Bidders must familiarize themselves with the various manufacturers' recommendations, as no deviation will be allowed.

1. Drain and flush the boiler, open all hand holes and manholes, clean and remove soot and scale from the fireside surfaces, examine the boiler for damage and corrosion.

2. Install new gaskets, replace all covers, refill boiler and perform hydrostatic test if required.

3. Clean and inspect all fire side fuel burning components, replace as necessary.

4. Verify operation of all operating and limit controls, interlocks and gauges.

5. Disassemble low water cut-off and water feeding devices, clean, recondition, reassemble and re-install.

6. Leak test all fuel safety and shutoff valves.

7. Lubricate all mechanical equipment such as fans and pumps, verify motor rotation.

8. Check all boiler piping for leaks and missing insulation.

9. Make sure boiler log is in place and ready for the upcoming next heating season.

10. Brush tubes and inspect for internal heat damage.

B. Conduct Startup Check Immediately Prior To Startup

1. Check that all ventilation and combustion air openings and louver are clean and free of debris.

2. Verify boiler water level.

3. Check that all stack dampers are open.

4. Examine the boiler flue for fuel accumulation.

5. Leak Check all natural gas piping and valves for leaks.

C. Annual summer inspection finding and maintenance activities shall be documented in a condition report which assesses and documents the condition of boilers.

1. The report should be in a paper three ring folder with tabs and should include pertinent equipment identification, with text describing the inspection results.

2. A summary of overall condition and recommended actions in text should include photos of before and after cleanliness of both fire and water side.

## C.3. Scope of Work (FCM) Cont'd

IX. ADDITIONAL CONTRACTOR RESPONSIBILITIES

The Contractor shall:

A. Avoid incidental structural damages and repair at no cost to the City any damage caused by the Contractor or its employees within 24 hours, or earlier if the damage is determined by City

representatives to be of an emergency nature. Such repairs shall be noted on the written service report and shall be completed to the full satisfaction and acceptance of the appropriate City Representative.

B. Provide storage and office space for all supplies, vehicles, materials, and equipment at the Contractor's own facilities.

C. Normally stock routine repair items or be able to obtain parts from the factory, factory distributor, or other source within 24 hours, 7 days per week.

D. Fully and unconditionally guarantee all work performed and delivered under this contract including, but not limited to labor, parts, and materials, for a period of one year, or in the case of parts and materials, for the length of the manufacturers' standard warranty, whichever is longer. The one year warranty period shall commence at the date and time the FCM Representative accepts the work as complete and satisfactory.

E. Maintain equipment and immediate surrounding area in a clean condition by removing all waste materials, debris, rubbish, tools, surplus material, and hazardous materials from the work site and disposing of all such materials in compliance with all relevant laws and regulations.

X. MONITORING CONTRACTOR PERFORMANCE

The Contractor shall cooperate with Facilities and Communication Maintenance's contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

A. The Contractor's primary contacts within the Facilities and Communication Maintenance Division shall be:

1. FCM HVAC Supervisor or Designee: Responsible for all routine direct coordination with Contractor and Contractor Technician, scheduling services, providing the Contractor Technician with access to sites and buildings, providing technical assistance and support, and front-line problem solving and monitoring of Contractor performance. Responsibilities additionally include the supervision of the FCM HVAC section, maintenance, discussion and resolution of technical issues requiring supervisory intervention, and coordinating resolving performance problems unresolved at the first level.

2. FCM Superintendent: Responsible for management and supervision of the FCM HVAC Section and resolution of management related issues related to the performance of the HVAC section and its contractors.

3. FCM Contract Superintendent (Contract Administration): Designated as the City's Contract Representative for this contract, responsible for day-to-day contract administration and compliance, documenting contractor performance, and coordination with the City's Procurement Department.

B. Facilities and Communication Maintenance may utilize any or all of the following steps when monitoring Contractor performance.

1. On-Site Monitoring during Service Calls: FCM Representative shall monitor Contractor Technician performance during service calls, through the use of observation, discussion, and technical assistance (as specified). The FCM Representative shall use contract and personal expertise and judgment to draw conclusions about the performance of the Contractor Technician.

2. Inspection of Equipment, Parts, Materials, and Supplies: The FCM Representative(s) may conduct inspection or testing of any and all equipment, parts, materials, or supplies provided by the Contractor to verify contact requirements regarding compliance with manufacturers' specifications.

3. Testing of Equipment: FCM staff may independently test, or have tested by an outside third party, units and components that have received Preventive Maintenance or Repair Service or components provided by the Contractor to verify equipment specification and performance.

4. Equipment Performance: The performance of all Chiller and Boiler units shall be a key indicator of Contractor effectiveness. The units must function as intended. Equipment failure, absent any outside factors, shall be considered serious.

5. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the FCM Contract Superintendent may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by the FCM Representative(s) or others.

6. Documentation of Performance Monitoring Results: The FCM Representative(s) or members of FCM Management shall provide the results of any contract monitoring activities or tests, either verbal or written, to either the Contractor Technician or Contractor Representative.

C. FCM Management will use the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies. It is the intent of these steps to resolve performance related matters to the full satisfaction of FCM Management, thereby ensuring that the interests of the City are protected.

1. Informal Discussion: The FCM Representative shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with the on-site Contractor technician. Such issues will be noted and filed in the Contractor's file and discussed at the Quarterly meetings. Matters unresolved will be forwarded to the FCM Contract Superintendent (Contract Administration). If in the judgment of the FCM Representative the performance issue is of a repetitive, serious or critical nature, or a first level information discussion has not resolved a non-critical issue, the FCM Representative shall notify the FCM Contract Superintendent.

2. Reporting Deficient Performance to the Contractor: The FCM Contract Superintendent will forward copies of written performance comments to the designated Contractor Representative, requesting follow-up action on the part of the Contractor Representative to resolve the performance matter.

3. Consultation with the Contractor: The Contractor's designated representative shall, at the request of the Contract Superintendent, meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally, but promptly, give the Contractor the opportunity to correct deficient performance.

4. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Tucson Procurement Department for action.

XI. CONTRACT REVIEW MEETING

A. The designated Contractor Representative and the Contractor Technician(s) shall be fully knowledgeable of all contract requirements and specifications before commencing any work and at all times thereafter.

B. The Contractor Representative and the Contractor Technician(s) shall participate in a mandatory Contract Review Meeting with City Representatives, to be scheduled by the FCM Contract Superintendent. This mandatory meeting shall be held after contract award but before the Contractor begins providing services. The purpose of the Contract Review Meeting is ensure that all parties fully understand and agree to all contract requirements before services commence and to obtain clarifications and preclude future misunderstandings. The Contractor and Contractor representatives shall use this meeting to verify scheduling and receive clarification regarding any contract requirements. That any requirements are not discussed in this meeting shall not relieve the Contractor of any responsibility under this contract.

C. Contractor Technicians will have with them at all times a copy of the contract specifications and requirements.

## C.4. Scope of Work (HCD)

The City of Tucson Housing & Community Development Department (HCD) intends to establish an annual contract for preventative maintenance and repair of the chillers and boilers located at following three locations. The HCD Chiller and Boiler inventory for this contract can be viewed in Attachments.

(B) Tucson House - 1501 N. Oracle Rd.

(C) Craycroft Towers - 1635 N. Craycroft Rd.

(D) MLK - 55 N. 5th Ave.

EQUIPMENT LOCATIONS & SPECIFICATIONS

A. Tucson House - 1501 N. Oracle Rd.

Contact: Oscar Ornelas (349-7879)

(1) - Trane Helical-Rotary Chiller Model No: RTHB150 Serial No: 401L07456 R-22

(1) - Trane Centrifugal Chiller Model No: CVHE0450 Serial No: L01L11966 R-123

(1) - Industrial Boiler Company Inc. Model No: PFDW150GAS Serial No: S150 62

(1) - Industrial Boiler Company Inc. Model No: PFDW150GAS Serial No: S150 63

(1) - Industrial Boiler Company Inc. Model No: PFDW100GAS Serial No: S100 75

B. Craycroft Towers - 1635 N. Craycroft Rd.

Contact: Michael Scheller (349-4627)

(1) - McQuay Water-Cooled Magnetic Model No: WMC145DSC Serial No: STNU090700068

Bearing Compressor

(1) - Rite Boiler Company Model No: 105 Serial No: 24202

(1) - Rite Boiler Company Model No: 105 Serial No: 24197

C. MLK Building - 55 N. 5th Ave.

Contact: Michael Scheller (349-4627)

(1) LAARS Domestic Water Boiler Model: PW0500IN09 Serial No: C10221180

(1) LAARS Domestic Water Boiler Model: PW0500IN09 Serial No: C10221181

(1) Raytherm Heating Boiler Model: H1-0514 Serial No: 1001304834

## C.5. I. PREVENTIVE MAINTENANCE PROGRAM (PM) - CHILLERS (HCD)

A. The Contractor will propose, and shall implement upon acceptance by HCD, a comprehensive Preventive Maintenance and Service Program for Chillers and associated components. This program will include operating inspections which will record all temperatures, pressures, refrigerant and oil levels, voltages and amperages, and will additionally identify any corrective service actions that may be discovered during operation and inspection of systems.

B. The PM program proposed by the Contractor shall contain sufficient details to clearly display and explain to HCD the techniques, procedures, methods, materials, labor and time requirements necessary to ensure that the specified equipment operates as intended by the manufacturer. The PM program should be responsive to industry standards, manufacturer recommended or required maintenance procedures, be in full compliance with all applicable code and regulatory requirements, that will help minimize any equipment failure.

C. The program and services proposal will detail the techniques, procedures, methods, materials, and labor and time requirements necessary to ensure the equipment operates reliably and with optimized efficiency consistent with design intent.

D. The PM program will require a timely Contractor response to resolve any ‘service related’ needs that develop or are discovered during inspection. Compliance with PM inspections and task completion will be essential and subject to verification.

E. Pricing for these services shall be based on quarterly inspections (4) times per year to cover all Contactor expenses for the program they are proposing which applies both manufacturer recommendations and industry best practices to each Chiller listed in the attached inventory. In addition to this, the City will also require an hourly rate as part of the pricing page to be used for determining labor costs on additional work not included in the PM cost.

F. Standard Preventative Maintenance Requirements:

1. Scheduled site visits by a fully trained and qualified Contractor Technician for each Chiller system, one of which is to be an Annual Winter Maintenance Service.

2. Visual inspection of all units, controls, equipment, and components.

3. Testing of units, equipment and components appropriate for conducting comprehensive Preventive Maintenance service.

4. Performing maintenance procedures and techniques, such as assembly/disassembly, adjustment, lubrication, cleaning and epoxy treatment of condenser bundle heads, sacrificial anode replacement, refrigerant level maintenance, and repair and replacement of parts and components as necessary.

5. Review operating logs and document abnormalities.

6. Document procedures performed and recommendations made via a written maintenance service report at each site, and if available, via an on-line maintenance database accessible by HCD.

7. Provide verbal and written consultation, briefing, advice, and recommendations to the City as appropriate and necessary to inform HCD of the condition, maintenance, and recommended course of action to ensure the optimal operation of the units.

8. All tests, inspections, maintenance and repairs shall be performed in accordance with the specific equipment manufacturer approved maintenance guidelines and recommendations.

G. Annual Winter Maintenance (AWM) Requirements:

1. Condenser tube inspection and brushing for each unit every year.

2. Evaporator shall be inspected once every three (3) years, with brushing included.

3. Oil analysis shall be performed once per year by Infrared Spectrographic process with a written report forwarded to the (HCD) HVAC Technician, or alternatively, the contractor may choose an on-line Infrared Spectrographic sampling method in its place.

4. Oil, and all other parts and materials used and/or replaced in the AWM such as filters, gaskets, seals, etc., shall be of original equipment manufacturer.

5. All gaskets, O-rings or seals removed to perform inspections shall be replaced with new products, as re-used products are not permitted.

6. Bidders must familiarize themselves with the various manufacturers' AWM recommendations, as no deviation will be allowed.

H. Eddy Current Tube Analysis Requirements:

1. The Contractor shall perform Eddy Current Tube Analysis for wear and pitting on condenser tubes every three (3) years and on evaporative tubes every five (5) years. (Time & Material).

2. Upon completion of Eddy Current Analysis, the Contractor shall provide to the HCD HVAC Technician a written Tube Analysis Report.

3. Any tubes found to be defective will be replaced at the owner's expense.

I. Additional Related Equipment

The Contractor shall maintain and repair the following equipment as related to the units listed in (A), (B) and (C) above.

1. Electrical wiring from the starter to its respective motor.

2. Starters, switches and disconnects.

3. Refrigerant piping between two or more pieces of equipment.

4. Insulation on refrigerant piping and equipment.

5. Pressure and temperature controls, thermometers, gauges, control devices, thermostats and manual valves associated with equipment listed.

6. Note: Repairs necessitated to the above items that are not part of a preventative maintenance schedule will be repaired on a case by case basis. The contractor will bill these repairs separate from the chiller and boiler PM cost.

7. Purge pump regulating equipment.

J. Exclusions

1. Normal daily and weekend functions of stopping and starting equipment.

2. Maintenance of space conditions of system performance unless improper conditions are directly due to the failure of the mechanical equipment covered hereunder.

3. Changing or cleaning of air filters.

4. Piping and valves not related to the equipment specified under this contract.

5. Ductwork.

6. Any damage that can be directly attributed to freezing weather.

7. Corrosion or deterioration damages to water side of equipment.

8. Water treatment.

9. Disconnect switches, fuses and circuit breakers not on equipment.

10. Portable recorders.

11. Complementary equipment such as: cabinets, electrical fixtures, water boxes, water supply and drain lines.

## C.6. II. SERVICE REPORT - CHILLERS

A. A written Service Report shall be required to be completed by the Contractor Technician(s) and presented to the HCD Representative at the conclusion of each Preventive Maintenance and Repair Service Call. The intent of the Service Report is to act as a guide for the Contractor Technician(s) during all preventive maintenance and repair service calls, to provide a means for the Contractor to provide written summary documentation of work performed, and a subsequent record of acceptance by the HCD Representative, irrespective of any performance or warranty issues that may arise.

B. All work performed by the Contractor per Section I., A & B, shall be documented on a form submitted by the Contractor and approved by the HCD Representative and shall contain standard sections that will provide the following information:

1. Recorded values of all measurements taken and operating conditions observed such as temperatures, pressures, voltages, amperes, etc. that are pertinent to the evaluation of equipment performance.

2. All information shall be accurately and legibly entered on the form.

3. Space for identifying information such as chiller/boiler unit, location, address, date of PM Service or repair, etc.

4. Testing of the operating and safety controls to conform to manufacturer and operational requirements and calibrate as necessary.

5. Lubrication of all moving and wear parts per manufacture’s specifications.

6. Space for Contractor Technician recommendations regarding additional adjustments, repairs, parts replaced, etc.

7. A space indicating acceptance or non-acceptance by the HCD Representative of the Contractor's additional work recommendations.

8. Verify proper operating charge of compressor lube and oil. Amount of oil added as necessary to maintain proper and continuous operation.

9. Inspection of starter contacts and verification of normal operation of all contacts and relays and tightening of all electrical connections as necessary.

10. Initial Leak Testing and repair of the equipment refrigerant system(s) upon award of contract. This will be done to establish a base at the beginning of the contract. Any charges to bring this up to manufacturer's specifications will be charged as a separate work item based on the specified hourly rates.

11. Subsequent leak testing and addition of refrigerant will be included as part of the scheduled PM Service. If found to be leaking report to HCD Representative and make the necessary repairs, recharge the system(s) test, and record findings. Ensure that the unit is operating properly before leaving job site.

12. The Contractor will notify the HCD Representative as soon as possible regarding any equipment deficiencies requiring immediate attention and record on inspection form.

13. The Contractor will not perform additional work not included in the "scope of work" without prior authorization by the HCD Representative. The name of the person authorizing the additional work will be recorded on the final work documentation.

14. Record the above actions and the date performed and deliver a copy of the inspection record to the HCD Representative at the end of each inspection. Any necessary equipment shut downs shall be noted.

15. A complete checklist list of all work, procedures, and specifications performed during the service call, evidenced by either individual check mark for each procedure, or by attached reference to the requirements and/or manufacturers' specifications as contained in this contract.

16. A standard written certification statement appearing at the end of the Service Report that stipulates that the Contractor Technician has performed all required and recommended preventive maintenance and repair procedures, in compliance with this contract and with any and all recommended or required manufacturers' procedures, and that the equipment specified has been serviced and is performing properly.

17. Section for verification of work, to include written and signed Contractor Technician and HCD Representative names.

## C.7. III. PREVENTIVE MAINTENANCE PROGRAM (PM) - BOILERS (HCD)

A. Proposals for the attached equipment inventory must describe and propose for implementation, a program which meets all state requirements and includes manufacturers' recommendations and industry best practices for each type of boiler. The intent of this program is to ensure safety, while maximizing efficiency, reliability, and service life.

B. The proposed program for Boilers must ensure compliance with the State of Arizona Boiler Rules, Arizona Administrative Code, as compiled and issued by the Division of Occupational Safety and Health of the Industrial Commission of Arizona. Accordingly, a sampling of these tasks from Title 20 Chapter 5, R20-5-417 is referenced below for monthly and semi-annual frequencies.

C. Note: Daily and weekly checks prescribed in R20-5-417 are not included in the following list for contractor reference as they will be completed internally by HCD staff.

Note: The task items and frequencies noted herein are not intended to be all inclusive and are presented only as a representative sample of prescribed requirements.

D. Tucson House: (3) Boilers

1. On a monthly basis Contractor shall:

a. Test the blower, actuators, pressure relief valves, and water pressure interlocks

b. Check the main burner safety shutoff valve

c. Check the low fire start switch

d. Test high and low fuel pressure switch on the gas-fired units

e. Perform gas leak testing on all gas components

f. Check expansion tank, water regulator, sight glass, etc.

2. On an annual basis Contractor shall:

a. Test and replace as needed serviceable components such as flame rods, igniters etc. in the flame failure system according to manufacturers' instructions

b. Test operating controls

c. Test all safety shutoff and control valves

d. Inspect burner components

e. Check flame failure system components

f. Check all wiring of all interlocks and water & natural gas shutoff valves

g. Verify accuracy of all indicating and recording gauges (temp and pressure) by the use of appropriate testing devices.

h. Check blow down piping and water and check valves

i. Check flue and damper operation

j. Test floor drains

k. Test for combustion efficiency using combustion analysis equipment.

l. Test condition of tubes.

E. Craycroft Towers: (2) Boilers (During the heating season ~ 6 months from Nov - April)

1. On a monthly basis Contractor shall:

a. Test actuators, pressure relief valves, etc.

b. Check the main burner safety shutoff valve

c. Check the low fire start switch

d. Test high and low fuel pressure switch of gas-fired units

e. Perform gas leak testing on all gas components

f. Check expansion tank, water regulator, sight glass, etc.

2. On an annual basis Contractor shall:

a. Test and replace as needed serviceable components such as flame rods, igniters etc. in the flame failure system according to manufacturers' instructions

b. Test operating controls

c. Test all safety shutoff and control valves

d. Inspect burner components

e. Check flame failure system components

f. Check all wiring of all interlocks and water & natural gas shutoff valves

g. Verify accuracy of all indicating and recording gauges (temp and pressure) by the use of appropriate testing devices.

h. Check blow down piping and water and check valves

i. Check flue and damper operation

j. Test floor drains

k. Test for combustion efficiency using combustion analysis equipment.

F. MLK Building (3) Boilers (During the heating season ~ 6 months from Nov - April PM all 3- Boilers)

(During the cooling season ~ 6 months from May - Oct PM 1- Raytherm Boiler)

1. On a monthly basis Contractor shall:

a. Test actuators, pressure relief valves, etc.

b. Check the main burner safety shutoff valve

c. Check the low fire start switch

d. Test high and low fuel pressure switch of gas-fired units

e. Perform gas leak testing on all gas components

f. Check expansion tank, water regulator, sight glass, etc.

2. On an annual basis Contractor shall:

a. Test and replace as needed serviceable components such as flame rods, igniters etc. in the flame failure system according to manufacturers' instructions

b. Test operating controls

c. Test all safety shutoff and control valves

d. Inspect burner components

e. Check flame failure system components

f. Check all wiring of all interlocks and water & natural gas shutoff valves

g. Verify accuracy of all indicating and recording gauges (temp and pressure) by the use of appropriate testing devices.

h. Check blow down piping and water and check valves

i. Check flue and damper operation

j. Test floor drains

k. Test for combustion efficiency using combustion analysis equipment.

IV. ANNUAL BOILER MAINTENANCE

A. The following examples are indicative of typical tasks that will be consistent with summer preparation for the next heating season. Offerors must familiarize themselves with the various manufacturers' recommendations, as no deviation will be allowed.

1. Drain and flush the boiler, open all hand holes and manholes, clean and remove soot and scale from the fireside surfaces, examine the boiler for damage and corrosion.

2. Install new gaskets, replace all covers, refill boiler and perform hydrostatic test if required.

3. Clean and inspect all fire side fuel burning components, replace as necessary.

4. Verify operation of all operating and limit controls, interlocks and gauges.

5. Disassemble low water cut-off and water feeding devices, clean, recondition, reassemble and re-install.

6. Leak test all fuel safety and shutoff valves.

7. Lubricate all mechanical equipment such as fans and pumps, verify motor rotation.

8. Check all boiler piping for leaks and missing insulation.

9. Make sure boiler log is in place and ready for the upcoming next heating season.

10. Brush tubes and inspect for internal heat damage.

B. Conduct Startup Check Immediately Prior To Startup

1. Check that all ventilation and combustion air openings and louver are clean and free of debris.

2. Verify boiler water level.

3. Check that all stack dampers are open.

4. Examine the boiler flue for fuel accumulation.

5. Leak Check all natural gas piping and valves for leaks.

C. Annual summer inspection finding and maintenance activities shall be documented in a condition report which assesses and documents the condition of boilers.

1. The report should be in a paper three ring folder with tabs and should include pertinent equipment identification, with text describing the inspection results.

2. A summary of overall condition and recommended actions in text should include photos of before and after cleanliness of both fire and water side.

## C.8. V. WRITTEN SERVICE REPORT - BOILERS

A. A written Service Report shall be required to be completed by the Contractor Technician(s) and presented to the HCD Representative at the conclusion of each Preventive Maintenance and Repair Service Call. The intent of the Service Report is to act as a guide for the Contractor Technician(s) during all preventive maintenance and repair service calls, to provide a means for the Contractor to provide written summary documentation of work performed, and a subsequent record of acceptance by the HCD Representative, irrespective of any performance or warranty issues that may arise.

B. All work performed by the Contractor per Section I., A & B, shall be documented on a form submitted by the Contractor and approved by the HCD Representative and shall contain standard sections that will provide the following information:

1. Recorded values of all measurements taken and operating conditions observed such as temperatures, pressures, voltages, amperes, etc. that are pertinent to the evaluation of equipment performance.

2. All information shall be accurately and legibly entered on the form.

3. Space for identifying information such as chiller /boiler unit, location, address, date of PM service or repair, etc.

4. Testing of the operating and safety controls to conform to manufacturer and operational requirements and calibrate as necessary.

5. Lubrication of all moving and wear parts per manufacture’s specifications.

6. Space for Contractor Technician recommendations regarding; additional adjustments, repairs, parts replaced etc.

7. A space indicating acceptance or non-acceptance by the HCD Representative of the Contractor's additional work recommendations.

8. Verify proper operating charge of compressor lube and oil. Amount of oil added as necessary to maintain proper and continuous operation.

9. Inspection of starter contacts and verification of normal operation of all contacts and relays and tightening of all electrical connections as necessary.

10. The Contractor will notify the HCD Representative as soon as possible regarding any equipment deficiencies requiring immediate attention and record on inspection form.

11. The Contractor will not perform additional work not included in the “scope of work” without prior authorization by the HCD Representative. The name of the person authorizing the additional work will be recorded on the final work documentation.

12. Record the above actions and the date performed and deliver a copy of the inspection record to the HCD Representative at the end of each inspection. Any necessary equipment shut downs shall be noted.

13. A complete checklist list of all work, procedures, and specifications performed during the service call, evidenced by either individual check mark for each procedure, or by attached reference to the requirements and/or manufacturers' specifications as contained in this contract.

14. A standard written certification statement appearing at the end of the Service Report that stipulates that the Contractor Technician has performed all required and recommended preventive maintenance and repair procedures, in compliance with this contract and with any and all recommended or required manufacturers' procedures, and that the equipment specified has been serviced and is performing properly.

15. Section for verification of work; to include written and signed Contractor Technician and HCD Representative names.

16. See Attachment (F) for Sample Boiler Checklist and Maintenance Log Items.

VI. ON-CALL REPAIR SERVICE REQUIREMENTS FOR CHILLERS AND BOILERS

A. The Contractor shall provide On-Call Repair Service for all units, equipment, and components when requested by an HCD Technician or other HCD Representative. Repair services shall include inspection, testing, problem identification, and repair or component replacement as necessary to ensure the equipment’s full and reliable operation. All repair and replacement requests shall be considered emergencies unless otherwise designated by the HCD Representative.

B. The Contractor shall provide a designated telephone number where they can be reached by a HCD Representative (24) hours a day (7) days a week. The telephone number shall be available and answered by a person at all times.

C. The Contractor shall arrive at the site of a repair request fully prepared to assess the problems and commence repairs within two (2) hours.

For the purposes of this contract “On-Call” will be defined as the ability of the Contractor to arrive at the location where the defective equipment is located fully prepared to assess the problem and commence repairs within (2) hours of being called by the City Representative.

D. The time of the notification shall be as documented by the time the call was made from the HCD Representative to the Contractor. The Contractor shall immediately notify the (HCD) Representative by telephone if unable to arrive at the site of the service repair call within the required response time.

Note: The HCD Representative will have the authority to call upon the services of another contracted vendor to respond to the emergency if the estimated response time is determined not to be acceptable.

E. After completing an assessment of the cause of the equipment or component malfunction, the Contractor shall then immediately notify the HCD Representative of the nature of the required repair and provide an estimate of the time required to repair and bring the system back into full service.

F. Upon authorization to proceed from the HCD Representative, the Contractor shall then immediately commence work to begin and complete the repair to the full satisfaction of the HCD Representative.

G. If repairs cannot be completed immediately such as when parts must be ordered, the Contractor shall immediately inform the HCD Representative of the estimated delay and the schedule for restoring service. Expedited parts ordering will be requested as situations may dictate for mission critical equipment.

H. At the conclusion of the repair work, the Contractor shall immediate notify the HCD Representative that the unit is back in service and fully operational. If not already done the following should be reviewed: the nature of the equipment failure, procedures performed, parts or components repaired or replaced, and if possible PM procedures that should be followed to prevent a similar situation.

## VII. CONTRACTOR PROVIDED TRAINING

A. The Contractor shall provide 40 hours of accredited factory training to a minimum of (2) designated HCD staff persons on the equipment covered by this contract.

B. The factory training shall achieve the purpose of providing the designated HCD staff a sound general understanding of the equipment and controls, and of the Contractor's maintenance activities, process, and procedures.

C. Scheduling of the first annual factory training shall have occurred no later than (90) calendar days after the start of the contract, and for all subsequent calendar years by the contract renewal date.

D. There shall be no additional cost for this service.

## X. CONTRACTOR EMPLOYEE REQUIREMENTS

A. The Contractor warrants they will screen all employees working at City of Tucson Public Housing buildings and sites by conducting a background check. The Contractor warrants they are utilizing employees who have passed a background check and that no such employee is a convicted or registered sex offender. Employees will begin work only after the background investigation is complete and the HCD Representative has a list of employees who meet this requirement. The Contractor agrees to defend, indemnify and hold harmless the City of Tucson, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.

B. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for, and have authority to act in overseeing and supervising Contractor Technician(s), and be available at the request of the HCD Representative to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by HCD. The Company Representative shall be available at all times by telephone and shall be able to respond within (48) hours to requests for meetings or consultation, and within two (2) hours to emergencies as determined by the HCD representative.

C. Contractor's designated representative shall be available locally, and able to respond within two (2) hours of initial contact and authorized to resolve management issues and respond to emergency requirements (7) days a week, (24) hours per day.

D. An alternate representative shall also be designated and available within the Tucson metropolitan area in the event that the primary representative is unreachable during an emergency event.

E. Emergency service requests must be responded to within (2) hours of initial request for service, (24) hours per day (7) days per week.

F. The Contractor shall provide and ensure that all employees and personnel wear identification badges that clearly displaying the employee's first and last names. In addition a uniform or shirt clearly displaying the company name will be required. These tags and uniforms shall be worn at all times while performing services under this contract.

G. Contractor will ensure that all employees and personnel conduct themselves in a professional manner, and maintain open, positive, respectful, and constructive communication with the HCD Representative, HCD staff, and public housing residents.

H. The Contractor shall ensure that all Contractor employees and personnel, while working at HCD buildings or sites, or otherwise engaged in performing work for HCD, are not under the influence of

alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons. Any Contractor employees and personnel assigned to this contract found to be in possession of, or under the influence of, alcohol, drugs, or other intoxicants, engaged in illegal activities, or in possession of weapons shall be removed from assignment to this contract and excluded from (HCD) premises and may be subject to arrest and criminal prosecution.

I. The Contractor shall immediately remove at the direction of any HCD Management staff person, any of its employees from current and future assignment to work at HCD buildings or sites in response to the HCD Representatives' determination that the Contractor's employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession of weapons. HCD reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

J. The Contractor shall utilize only trained, competent employees in the performance of this contract. Technicians performing work shall have a minimum of two (2) years of experience maintaining each of the equipment types listed. Proof of experience, certification and training is required.

K. The Contractor representative will sign in at the main office before proceeding to the physical plant and sign out upon completion of the work.

L. The Contractor representative will notify the HCD Representative as soon as possible regarding any equipment deficiencies requiring immediate attention.

XI. LEGAL REQUIREMENTS

A. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the HCD Contract Representative upon request.

B. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

C. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

D. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

E. Housing and Urban Development (HUD) funding will be utilized on this Contract therefore all HUD, federal, state and local requirements will be followed as necessary.

F. Contractor shall hold a "current" license issued by the Arizona Registrar of Contractors at time of award such (i.e. C-39, CR-39 or CR-79).

XII. ADDITIONAL CONTRACTOR RESPONSIBILITIES

The Contractor shall:

A. Avoid incidental structural damages and repair at no cost to HCD any damage caused by the Contractor or its employees within 24 hours or earlier if the damage is determined by HCD representatives to be of an emergency nature. Such repairs shall be noted on the written service report and shall be completed to the full satisfaction and acceptance of the appropriate HCD Representative.

B. Provide storage and office space for all supplies, vehicles, materials, and equipment at the Contractor's own facilities.

C. Normally stock routine repair items or be able to obtain parts from the factory, factory distributor, or other source within 24 hours, 7 days per week.

D. Fully and unconditionally guarantee all work performed and delivered under this contract including, but not limited to labor, parts, and materials, for a period of (1) one year, or in the case of parts and materials, for the length of the manufacturers' standard warranty, whichever is longer. The (1) one year warranty period shall commence at the date and time the HCD Representative accepts the work as complete and satisfactory via a signature.

E. Maintain equipment and immediate surrounding area in a clean condition by removing all waste materials, debris, rubbish, tools, surplus material, and hazardous materials from the work site and disposing of all such materials in compliance with all relevant laws and regulations.

F. When performing any repairs on the listed equipment the work area will be maintained in an orderly fashion and will ensure that a clear path is left for pedestrian traffic. The area will be cleaned up on a daily basis and when the repairs are completed to the satisfaction of the HCD Representative.

G. Materials purchased by HCD through this contract shall be new and subject to inspection and approval by the HCD Representative prior to delivery or installation.

H. When work on any equipment at the specified sites that requires the removal of insulation to accomplish the repairs the insulation will be replaced or re-attached to the original condition.

I. Notify the HCD Representative twenty four (48) hours prior to a scheduled P.M. inspection via e-mail. Telephone conversations are acceptable as initial scheduling but must be documented with a follow up e-mail.

XIII. HCD Responsibility

HCD shall:

A. HCD shall allow the Contractor to start and stop equipment as necessary to perform the services required.

B. Operate the equipment in accordance with the Contractor's written instructions and notify the Contractor promptly of any changes in the usual operating conditions.

C. Provide access to the equipment including any removal, replacement and refinishing of the building structure as required.

D. Provide proper condenser water treatment.

E. In the event that the equipment refrigerant is below the recommended amount, HCD shall assume the cost for the Contractor installing the required amount of refrigerant. Contractor assumes all responsibilities related to refrigerant from that point forward.

## C.9. XIV. MONITORING CONTRACTOR PERFORMANCE

A. The Contractor shall cooperate with HCD's contract compliance function to ensure that the (HCD) receives all contracted services and that the Contractor is paid promptly and fully for work performed to HCD's satisfaction.

B. The Contractor's primary contacts within HCD shall be:

1. Residential Property Manager

2. Physical Plant Operator

3. Contract Representative

C. HCD may utilize any or all of the following steps when monitoring Contractor performance.

1. On-Site Monitoring During Service Calls: HCD HVAC Technician(s) shall monitor Contractor Technician performance during service calls, through the use of observation, discussion, and technical assistance (as specified). The HCD HVAC Technician shall use contract and personal expertise and judgment to draw conclusions about the performance of the Contractor Technician.

2. Inspection of Equipment, Parts, Materials, and Supplies: The HCD HVAC Technician(s) may conduct inspection or testing of any and all equipment, parts, materials, or supplies provided by the Contractor to verify contact requirements regarding compliance with manufacturers' specifications.

3. Testing of Equipment: HCD staff may independently test, or have tested by an outside third party, units and components that have received Preventive Maintenance or Repair Service or components provided by the Contractor to verify equipment specification and performance.

4. Equipment Performance: The performance of all Chiller and Boiler units shall be a key indicator of Contractor effectiveness. The units must function as intended. Equipment failure, absent any outside factors, shall be considered serious.

5. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the (HCD) Contract Superintendent may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by the HCD HVAC Technician(s) or others.

6. Documentation of Performance Monitoring Results: The HCD HVAC Technician(s) or members of HCD Management shall provide the results of any contract monitoring activities or tests, either verbal or written, to either the Contractor Technician or Contractor Representative.

D. HCD Management will use the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies. It is the intent of these steps to resolve performance related matters to the full satisfaction of (HCD) Management, thereby ensuring that the interests of HCD are protected.

1. Informal Discussion: The HCD Physical Plant Operator shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with the on-site Contractor Technician. Matters unresolved will be forwarded to the HCD Property Manager.

2. Notification to (HCD) Management: If in the judgment of the HCD Property Manager the performance issue is of a repetitive, serious or critical nature, or a first level information discussion has not resolved a non-critical issue, they will notify the Contract Representative or the Community Service Manager.

3. Reporting Deficient Performance to the Contractor: The HCD Contract Representative will forward copies of written performance comments to the designated Contractor Representative and the Procurement Contract Officer, requesting follow-up action on the part of the Contractor Representative to resolve the performance matter.

4. Consultation with the Contractor: The Contractor's designated representative shall at the request of the Contract Officer or HCD Contract Representative meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

5. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Tucson Procurement Department for remedial action.

## C.10. XV. CONTRACT REVIEW MEETING

A. The designated Contractor Representative and the Contractor Technician(s) shall be fully knowledgeable of all contract requirements and specifications before commencing any work and at all times thereafter.

B. The Contractor Representative and the Contractor Technician(s) shall participate in a mandatory Contract Review Meeting with HCD Representatives, to be scheduled by the HCD Contract Representative. This mandatory meeting shall be held after contract award but before the Contractor begins providing services. The purpose of the Contract Review Meeting is ensure that all parties fully understand and agree to all contract requirements before services commence and to obtain clarifications and preclude future misunderstandings. The Contractor and Contractor representatives shall use this meeting to verify scheduling and receive clarification regarding any contract requirements. That any requirements are not discussed in this meeting shall not relieve the Contractor of any responsibility under this contract.

C. Contractor Technicians will have immediate access to a copy of the contract specifications and requirements while performing work at any of the HCD sites.

# D. INSTRUCTIONS TO OFFERORS

## D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

**Contractor/Consultant:** A Successful Offeror that enters into a Contract with the City.

**Contract Representative:** The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

**Business Services Director:** The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**May not:** The indicated party is prohibited from taking the action.

**Must:** The action or condition is required.

**Offer:** Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

**Offeror:** Each individual or entity that submits an Offer in response to this solicitation.

**Successful Offeror**: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

**Will:** The indicated party is promising to take the action or abide by the condition.

## D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

## D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer or posted as a formal solicitation addendum will be binding.

## D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at https://secure.procurenow.com/portal/tucson-az and follow the City of Tucson will receive email notifications of solicitation addenda.

## D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

## D.6. PREPARATION OF OFFER

A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."

C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.

D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.

F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

## D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

## D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

## D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

## D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

## D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

## D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: https://secure.procurenow.com/portal/tucson-az/contracts

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

## D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

B. 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, meal or service to a public servant in connection with this solicitation.

C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

## D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

## D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

## D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at https://secure.procurenow.com/portal/tucson-az.

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov

# E. OFFER EVALUATION AND CONTRACT AWARD

## E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Qualifications & Experience

B. Method of Approach

C. Price Proposal

## E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

## E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

## E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

## E.5. PRICE

A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.

B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

## E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

A. Waive any immaterial defect or informality; or

B. Reject any or all submittals, or portions thereof; or

C. Reissue the solicitation.

## E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

## E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within five (5) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

## E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

## E.10. SOLICITATION RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at https://secure.procurenow.com/portal/tucson-az.

## E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. The solicitation or Contract number;

D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

E. The form of relief requested.

# F. EVALUATION PHASES

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|---|---|---|---|
| 1. | **Qualifications & Experience**<br>A. Provide detailed information of your firm's experience in maintaining and repairing chillers, boilers and associated equipment, including the conduct of any and all inspection, testing, maintenance, repair and cleaning services.<br>B. Describe in detail your firm's understanding, knowledge, and experience related to local and state regulations, codes, and ordinances specific to the systems covered by this contract.<br>C. Describe in detail your firm's understanding, knowledge, and experience related to the various manufacturers, and manufacturer recommended or required maintenance and repair procedures.<br>D. Identify and detail the experience, certification, and training of the key management personnel that will be managing, coordinating, and supervising the required work and services.<br>E. Identify and detail the experience, certification, and training of the technicians that will be performing the required work and services.<br>F. List and provide documentation of all contractors' licenses held by Contractor and critical sub-contractors.<br>G. Provide a list of at least 3 references where similar services are currently being provided. | N/A | N/A |

| | | | |
|---|---|---|---|
| 2. | **Method of Approach**<br>A. Provide a response to the national program.<br>1. Include a detailed response to Attachment A, Exhibit A, Axia Cooperative Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative.<br>2. The successful offeror will be required to sign Attachment A, Exhibit B, Axia Cooperative Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the Axia Cooperative Administration Agreement.<br>3. The successful offeror will be required to fill out Exhibit G – Federal Funds Certification and Exhibit H – New Jersey Business Compliance in its entirety.<br>B. Describe in detail, and separately for each of the two categories of service delineated in the RFP, the firm's proposed program for conducting the maintenance, repair, testing, cleaning, of chillers and associated equipment. Provide sufficient detail to clearly describe and explain to the City the techniques, procedures, methods, materials, and labor and time requirements, and to clearly itemize the equipment, components parts and systems to be covered by the service.<br>C. Describe how the Contractor proposes to provide to designated City's HVAC staff an orientation | N/A | N/A |

| | | | |
|---|---|---|---|
| | session on services and equipment.<br>D. Provide a proposed standard written service report format that shall provide the City with any and all required information regarding the work, services, current analysis, and other information necessary for the Contractor to report to the City the results of its activities.<br>E. Provide information about the ability of the Contractor to provide on-line access to maintenance database. | | |
| 3. | **Price Proposal**<br>Provide price proposal as requested on the Price Page attached herein. | N/A | N/A |

# G. SPECIAL TERMS AND CONDITIONS

## G.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that is registered with Axia Cooperative or has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

## G.2. LIVING WAGE REQUIREMENTS

Contractor will comply with all applicable provisions of the City's Living Wage Ordinance (Article XIV of the Tucson Procurement Code). Contractor will, upon request, affirm in writing that Contractor is in compliance and will provide City with information and documentation demonstrating that compliance. The City's Living Wage ordinance can be found at the following link: https://tucsonprocurement.com/bidders_livingwage.aspx.

## G.3. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

## G.4. SECTION 3 HUD CLAUSE

Sec. 135.38 Section 3

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this

contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

HUD Act of 1968, Section 3 Requirements, as revised June 30, 1994: The successful Contractor shall comply with the provisions of Section 3 as set forth in 24 CFR part 135 and all other applicable rules in the hiring of replacement and new personnel. Interested offerors shall complete and submit necessary forms from Section 3 Special Conditions with their offer. Contract amount will be the total labor, materials, overhead, change orders and other costs relative to the project. Total labor dollars shall mean 35% of the contract amount. A sliding scale to calculate the Section 3 obligation shall apply in determining the contractual obligation due. The general Section 3 requirements are shown as Section 3 Special Conditions in this Request for Qualifications. Contact Al Moreno at (520) 837-5321 with all questions regarding the Section 3 Clause and Section 3 Special Conditions.

## G.5. TERM

The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

## G.6. AUTOMATIC RENEWALS

The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for Two (2) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. Renewals will be automatic, from the date of contract award, unless the City provides written notice to the contractor no later than thirty (30) days prior to renewal date.

## G.7. PRICE ADJUSTMENT

The City will review fully documented requests for price adjustment after any contract has been in effect for one (1) year. Any price adjustment will only be made at the time of contract renewal (see Term) and will be a factor in the renewal review process. Contractor must submit written request to the City at least thirty (30) days prior to renewal date. City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.

# H. INSURANCE REQUIREMENTS

## H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an “A.M. Best” rating of not less than A-VII:

## H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

A. Each Occurrence: $1,000,000

B. General Aggregate: $2,000,000

C. Products & Completed Operations Aggregate: $2,000,000

D. Personal and Advertising Injury: $1,000,000

E. Blanket Contractual Liability: $1,000,000

## H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than $1,000,000.

## H.4. Worker's Compensation. Policy must have coverage limits no lower than:

**Policy must have coverage limits no lower than:**

A. Per Occurrence: Statutory

B. Employer's Liability: $1,000,000

C. Disease Each Employee: $1,000,000

D. Disease Policy Limit: $1,000,000

E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

## H.5. Policy Change Notice

Contractor will give the City 10 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

## H.6. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

## H.7. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

## H.8. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The policy is primary and any insurance carried by the City is excess and not contributing.

C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

## H.9. Verification of Coverage

A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.

C. The certificates must contain the City project/contract number and project description.

D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

## H.10. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

## H.11. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

## H.12. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

# I. STANDARD TERMS AND CONDITIONS

## I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

## I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

## I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

## I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

## I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

## I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

## I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

## I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

## I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

## I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

## I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

## I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

## I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

## I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

## I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City’s prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

## I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor’s and its subcontractors’ compliance with this warranty.

## I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

## I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

## I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

## I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

## I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

## I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

## I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

## I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

## I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

## I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

## I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

## I.28. PAYMENT

A. Form of Payment. The City's preferred method of payment is via credit card, either at the time or ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

## I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

## I.30. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

## I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

## I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

## I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

## I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

## I.35. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

## I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

## I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

## I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

# J. VENDOR QUESTIONNAIRE

## J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

## J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

### City of Tucson Business License

If yes on the above question please upload your business license.

## J.3. Credit Card Payment

### Will payment be accepted via commercial credit card?

☐ Yes
☐ No

### If yes, can commercial payment(s) be made online?

☐ Yes
☐ No
☐ N/A

### Will a third party be processing the commercial credit card payment(s)?

☐ Yes
☐ No
☐ N/A

### If yes, indicate the percentage per transaction _____ (as allowable, per Section 5.12.2 of the MasterCard Transaction Processing Rules).

### If "no" to above, will consideration be given to accept the card?

☐ Yes
☐ No
☐ N/A

## J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

A. Technical Proposal
B. Pricing Proposal
C. Offer and Acceptance Form

### [redacted]Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

### [redacted]Pricing Proposal

Please upload your Pricing Proposal (if applicable).

### [redacted]Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

Printed Name

_____
Title

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

This _____ day of _____ 20_____

_____
As Tucson City Attorney and not personally personally

Awarded:

This _____ day of _____ 20_____

_____
As Director of Business Services and not