



CITY OF
TUCSON

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%2F%2Fmeetup-join%2F19%3Ameeting_ZWQ1YmY3MmltNjQ3Yy00NTU2LThkOWItMGJhZDk3YTEyM2Vh%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&directDI=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. Responses 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](tel:(520)837-3801)

Department:

General Services

B.4. Timeline

Release Project Date	August 11, 2022
Pre-Proposal Meeting (Non-Mandatory)	August 18, 2022, 10:00am https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%20%23%2F%2Fmeetup-join%2F19%3Ameeting_ZWQ1YmY3MmltNjQ3Yy00NTU2LThkOWltMGJhZDk3YTExM2Vh%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 Contractor 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 contract 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 Contractor 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 immediately 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 contract 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.	<p>Qualifications & Experience</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>E. Identify and detail the experience, certification, and training of the technicians that will be performing the required work and services.</p> <p>F. List and provide documentation of all contractors' licenses held by Contractor and critical sub-contractors.</p> <p>G. Provide a list of at least 3 references where similar services are currently being provided.</p>	N/A	N/A

<p>2.</p>	<p>Method of Approach</p> <p>A. Provide a response to the national program.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>C. Describe how the Contractor proposes to provide to designated City's HVAC staff an orientation</p>	<p>N/A</p>	<p>N/A</p>
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	<p>session on services and equipment.</p> <p>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.</p> <p>E. Provide information about the ability of the Contractor to provide on-line access to maintenance database.</p>		
<p>3.</p>	<p>Price Proposal Provide price proposal as requested on the Price Page attached herein.</p>	<p>N/A</p>	<p>N/A</p>

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 of 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

Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

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.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

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:

Awarded:

This _____ day of _____ 20____

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not