

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND**

D.L. SALES CORP., dba DAVE DOWNING & ASSOCIATES

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and D.L. Sales Corp., dba Dave Downing & Associates a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 18, 2022, under S.A.V.E Cooperative Purchasing Agreement, the City of Scottsdale entered into a contract with Contractor to purchase the goods and services described in the HVAC Filter Replacement and Maintenance Services ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was February 18, 2022, until the date the contract expires on February 18, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond February 18, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until February 18, 2023. The City may renew the term of this Agreement for four (4) one-year periods until

the Cooperative Purchasing Agreement expires on February 18, 2027. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000) annually or five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

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

City of Glendale
c/o Linda Musser
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
lmusser@glendaleaz.com
And

D.L. Sales Corp.
c/o Jim Ward
130 N 39th Avenue
Phoenix, Arizona 85009
jward@davedowning.com

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

"City"

"Contractor"

City of Glendale, an Arizona
municipal corporation

D.L. Sales Corp.,
an Arizona corporation

By: _____
Kevin R. Phelps
City Manager

By:  _____
Name: Jason Downing
Title: VP of Operations

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
D.L. SALES CORP., dba DAVE DOWNING & ASSOCIATES**

**EXHIBIT A
(CITY OF SCOTTSDALE
CONTRACT NO. #22RP015
HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES)**



OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 - Fax: 480-312-5701

SOLICITATION # 22RP015 SOLICITATION TITLE: HVAC Filter Replacement and Maintenance Services

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance.

The Offeror's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION

FOR CLARIFICATION OF THIS OFFER, CONTACT:

Company Name DL SALES CORP. dba

Printed Name JIM WARD

DAVE DANNING & ASSOCIATES

Address

Title

ACCOUNT MANAGER

130 N. 39th AVE

City

State

Zip

Phone

602.264.5100

PHOENIX

AZ

85009

Signature for Offeror

Date

Fax

E Mail

1.5.2022

jward@davedowning.com

Printed Name and Title of Authorized Signatory

Address

(If different from Company Info)

JIM WARD ACCOUNT MANAGER

Federal Employer Tax ID # or SSN as per W9 Statement

City, State, Zip (If different from Company Info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as Contract #22RP015

The contract consists of the following documents: 1) Solicitation #22RP015 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment, dated

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order: [] Payment Bond [] Performance Bond, [] Insurance Certificate(s), [] I.R.S. Form W-9/Taxpayer ID No. & Certification, [] other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation Offer Accepted and Awarded this 18th day of February, 2022

Risk Management issues reviewed and approved as to form December 14, 2021 by City of Scottsdale Risk Management Director

Robert Schoepe, Purchasing Director, CPM

Recommended award approved February 9, 2022 by City of Scottsdale Contract Administrator

Or Designee Cheryl Champine, NIGP-CPP, CPPB, PSCM As City of Scottsdale Purchasing Director

HVAC Filter Replacement and Maintenance Services RFP #22RP015

Firm and Staff Qualifications

DL Sales Corp dba Dave Downing & Associates has been doing business in Phoenix and the Arizona market for 43 years.

We have been the incumbent at City of Scottsdale and City of Scottsdale Water Department for the previous five years until current. In addition, we have provided service at the City of Phoenix for the previous five years as well.

Our services include Air filter changeout, removal of dirty filters, report on any equipment issues seen during our visit. In addition, we provide coil cleaning services, V-Belt changeouts, cooler services.

DL Sales staff can be reached at our main office in Phoenix. Our phone number is (602)264-5100. Emails of main contacts are, Tyler Leach (Service Coordinator) tyler@davedowning.com, Jim Ward (Account Manager) jward@davedowning.com.

All Service technicians from DL Sales must pass a background check provided through the City of Scottsdale Police Department. In addition, they must pass a drug screening when hired as well as a background check.

There is an internal training program in place provided by our service management to include proper handling of product as well as protocols for entering a property correctly and communicating with ours and customer's staff. Details provided upon request.

Organization Chart

Jim Ward CAFS-Account Manager

Tyler Leach-Service coordinator

Derrick Litzau-Main Service Technician

Shanna Lord-Accounting Manager

Qualifications

Jim Ward- 32 Years experience primarily with Air Filter Manufacturers including Branch Manager Camfil Farr, Western Regional Manager AAF-Flanders and Account manager DL Sales. NAFA CAFS certified.

Jason Phillips NTC-20 years as Service Manager for DL sales. NAFA Certified.

Tyler Leach-17 years experience as Service Coordinator with DL Sales

Derrick Litzau-8 years experience as a service technician for DL Sales.

Shanna Lord-16 years experience as Accounting Manager

Project Approach

Working in conjunction with City of Scottsdale requirements DL Sales will perform periodic changeouts of air filters. All technicians will have been background checked and wear appropriate badges. Tyler Leach our Service Coordinator will do the scheduling based on intervals required. In addition, Tyler will communicate with city of Scottsdale key personnel to relay any information related to potential delays or equipment issues. Delays may be due to product availability which we will relay and advise if there are alternate solutions that the city may accept.

Industry Knowledge

DL Sales is an active member of NAFA and one of the owners is the past president of the organization. Our sales team combines for over 75 years of experience in the filtration industry. We stay abreast of current trends to provide our customers with the latest technology offerings for the best indoor air quality.

Reference list

Letters of reference were requested and may be sent in directly;

City of Chandler- Veldon Reeves (Superintendent) veldon.reeves@chandleraz.gov

City of Glendale- Scott Cabral (Facilities Manager) scabral@glendaleaz.com

Scottsdale Unified School District- Kyle Hall (Supervisor Preventative Maintenance) khall@susd.org

Warranty Statement

DL Sales will warranty all products offered as per the manufacturers performance specifications and guarantee our labor meets City requirements or we will replace and install without charge non-compliant product and service.

Safety Program

Please see attached sample of Site safety protocol performed by our service department. DL Sales continues to provide safe equipment and review safety policies with technicians.



Dave Downing & Associates
 Filtemp Sales * Filtration Systems
 130 N 39th Avenue
 Phoenix, AZ 85009
 Phone: 602-264-5100

Bill To

Accounts Payable
 City Of Scottsdale
 email Invoices Only
 FmInvoices@scottsdaleaz.gov
 Scottsdale AZ 85001
 United States

INVOICE

Invoice # INV956106
 Date 12/17/2021
 Due Date 1/16/2022
 Fast Track #
 SO # Sales Order #SO41383
 Customer ID CIT027-047
 Customer PO P00361122-1
 Shipping Method SERVICE
 Ship Date 12/7/2021
 Tracking #
 Sales Rep Jim Ward
 Terms Net 30
 Memo
 Location Phoenix

Ship To
 1701-Pd #1
 7601 E Mckellips
 Scottsdale AZ
 United States

Item	Description	Qty	Units	Tax	Price	Total
	AH 1-4 DONE MONTHLY			No		
24X24X2-HC8	HIGH CAPACITY MERV 8	43	EA	Yes	\$3.50	\$150.50
12X24X2-HC8	HIGH CAPACITY MERV 8	20	EA	Yes	\$3.13	\$62.60
20X24X2-HC8	HIGH CAPACITY MERV 8	1	EA	Yes	\$4.05	\$4.05
LABOR	LABOR	64		No	\$3.17	\$202.88

Subtotal \$420.03
 Tax \$18.67
 Freight \$0.00
 Total \$438.70
 Amount Paid \$0.00
 Amount Due \$438.70

Thank you for your order. Contact AR@davedowning.com, if you have any questions.

SPECIAL ITEMS CANNOT BE CANCELED OR RETURNED.

BIDDER GENERAL DISCLOSURE FORM



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES
RFP #22RP015

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature
JIM WARD
Printed Name

ACCOUNT MANAGER
Title
12.20.2021
Date

COMPANY NAME: DL SALES CORP. dba DAVE DOWNING ASSOC.

BIDDER LITIGATION DISCLOSURE FORM



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

RFP #22RP015

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.


Signature

ACCOUNT MANAGER
Title

JIM WARD
Printed Name

12.20.2021
Date

COMPANY NAME: DL SALES CORP dba DAVE DOWNING & ASSOC.

City of Scottsdale

Award Recommendation Determination

Solicitation Number: 22RP015
Title: HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES
Description: The City of Scottsdale sought proposals to purchase and perform HVAC filter replacement and maintenance at various facilities located throughout the city on a monthly and quarterly basis.

Justification:

The successful offeror, as recommended for award by the evaluation committee, has been selected for award in accordance to the evaluation factors set forth in the request for proposal representing the best interest of the City.

Request for Proposals (RFP) #22RP015 for HVAC filter replacement and maintenance services was posted to the Internet on December 17, 2021 and a submittal was received by the extended due date of January 19, 2022.

No pre-bid meeting was held.

Two (2) addenda were posted to the Internet. One on January 7, 2022 extending the submittal deadline and in a response to questions and one on January 18, clarifying a question.

One (1) proposal was received and evaluated in accordance with Section 2-188 of the Procurement Code and the evaluation criteria set forth in the solicitation.

The evaluation committee determined the proposal submitted by Dave Downing & Associates as advantageous to the City based on the criteria set forth in the solicitation.

A recommendation for award from the Contract Administrator, Patricia Kaleopa, Facilities Contract Coordinator has been made in writing (DM 19385700) to Dave Downing & Associates for Contract #22RP015 HVAC Filter Replacement and Maintenance Services.

Therefore, in concurrence with the Contract Administrator and in accordance with Section 2-188 and Section 2-201, a contract shall be administratively awarded.

The estimated fiscal year impact of the resulting contract is expected to be \$500,000.

Determination prepared 2/9/2022 by:

Cheryl Champine, Bid & Contract Analyst


Robert Schoepe, CPM
Purchasing Director

02/09/2022
Date

Route	Refuse	Open	Truck	Notes	Route	Recycle	Open	Truck	Notes
54 Dots Rt. 1	Dayton Delima 440		93		83 Dots Rt. 1	Eric Balderrama 439		116	
66 Dots Rt. 2	Mark Lucas 434		120		85 Dots Rt. 2	Jeff Williams 430		112	
74 Dots Rt. 3	Felix Vasquez 418		96		85 Dots Rt. 3	Clifton Johnson 539		100	
52 Dots Rt. 4	Emerson Carrethers 540		43		94 Dots Rt. 4	Mike Farrell 416		97	
53 Dots Rt. 5	Anthony Morales 428		103		86 Dots Rt. 5	Brendan Camasura415		110	
55 Dots Rt. 6	Efren Tena 426		99		113 Dots Rt. 6	Oscar Hubbard 431		102	
55 Dots Rt. 7	Peta Rivas 419		43		105 Dots Rt. 7	Brian Rleser 417		105	
73 Dots Rt. 8	Alfredo Alvarez 425		92		Help	Dallas Manlunas 437		104	
102 Dots Rt. 9	Octavius Johnson 435		113		Help				
70 Dots Rt. 10	Greg Pat 421		90						
Alley Rt.	Jose Guillen 433		103		WM CODE				
					36987				
Shop	623-930-2624				PUP TRUCK				
Scale house	623-930-4720					Matt Ramirez 441		108	

**LINKING AGREEMENT
BETWEEN
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**EXHIBIT B
Scope of Work**

PROJECT

Contractor will provide HVAC filter and coil replacements and maintenance of air handling units at City of Glendale facilities on an as-needed basis.

Direct all invoices to:
City of Scottsdale
Attn: Accounts Payable
7447 E. Indian School Rd.
Ste 210
Scottsdale, AZ 8251
Phone (480) 312-2432

CITY OF SCOTTSDALE



PURCHASING OFFICE
9191 E. SAN SALVADOR DR.
SCOTTSDALE, AZ 85258
Phone (480) 312-5700
Fax (480) 312-5701

City of Scottsdale Formal Solicitation Instructions to Bidders
(Attachment A)

1. **Submittal Receipt and Opening**

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until the time and date stated in the CRITICAL DATES section of the solicitation, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.** LATE SUBMITTALS WILL NOT BE ACCEPTED. To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No submittal will be considered unless it is submitted on the forms contained herein. **All submittals must be presented in a sealed envelope or box.** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. **Purchasing Department Hours and City Observed Holidays**

The Purchasing Department is open Monday through Friday 8:00 a.m. to 4:00 p.m. City holiday time frame will be 6:00 p.m. the eve of the holiday until 6:00 a.m. on the day after the holiday. City holidays that occur on a weekend day may be observed on the adjacent working week day. City holidays include but are not limited to the following:

- | | |
|---------------------------|--|
| a. New Year's Day | January 1st (or Friday before or Monday after) |
| b. Martin Luther King Day | 3rd Monday in January |
| c. President's Day | 3rd Monday in February |
| d. Memorial Day | Last Monday in May |
| e. Independence Day | July 4th (or Friday before or Monday after) |
| f. Labor Day | 1st Monday in September |
| g. Veteran's Day | November 11 (or Friday before or Monday after) |
| h. Thanksgiving Day | 4th Thursday in November |
| i. Day after Thanksgiving | 4th Friday in November |
| j. Christmas Day | December 25th (or Friday before or Monday after) |

3. **Pre-Bid Conference**

If applicable the Pre-Bid Conference time, date and location will be stated in the CRITICAL DATE section of a solicitation. All bidders are urged to attend.

4. **Mandatory Pre-Bid Conference**

If applicable the mandatory Pre-Bid Conference time, date and location will be stated in the CRITICAL DATES section of a solicitation. This mandatory Pre-Bid Conference is open to all the public and all individuals in attendance will be required to sign in on the mandatory Pre-Bid Conference sign-in sheets. Companies planning to submit a bid **must** have a company employee physically present at the Pre-Bid Conference. **ONLY** bids received from companies that physically attended and signed in at the mandatory Pre-Bid Conference will be considered responsive. This will be the **ONLY** visit provided.

5. **Information Requests**

Requests for additional information relating to this bid should be directed to the staff member identified in the SOLICITATION INFORMATION REQUEST section of a solicitation.

6. Solicitation Questions

The Bidder shall submit all questions, requests for clarification and inquiries in regard to this solicitation to the staff member identified in the SOLICITATION INFORMATION REQUEST section of a solicitation by the deadline for questions stated in the CRITICAL DATES section of a solicitation. It is preferred that all questions be submitted via email to the appropriate Purchasing Staff. When submitting any questions, the Bidder should indicate the page number, Section Number/Clause, Title and if possible, paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing Staff to determine if a response would be advantageous for the City.

7. Approved Alternates (If applicable will be stated in the CRITICAL DATES section of a solicitation)

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

- a. The Bidder shall submit a written Request for Alternate to the staff member identified in the SOLICITATION INFORMATION REQUEST section of a solicitation by the deadline for Approved Alternates stated in the CRITICAL DATES section of a solicitation. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with solicitation number and "**REQUEST FOR APPROVED ALTERNATE**". Requests must be time stamped by the Purchasing Division no later than the deadline for submitting APPROVED ALTERNATE as stated in the CRITICAL DATES section of a solicitation. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.

- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this section.
- d. For purposes of submitting a Request for Approved Alternate, the "Bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore, the City will not entertain any submittal for an approved alternate from any party not meeting the definition of Bidder.

8. Environmental Procurement Policy

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document, unless the approved alternate clause has been deemed not applicable.

9. Purchasing Web Site

The Purchasing web site provides a wide variety of information; including the capability to download solicitations and plan sheets (if applicable), how to introduce your products, a list of the Buyer's commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addenda that are issued.

10. Downloading Solicitations

All solicitation documents, plan sheets/drawings, if applicable, and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments are no longer available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing Office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

You must download the solicitation from the Purchasing web site at <https://eservices.scottsdaleaz.gov/Solicitations/Solicitation> in order to be automatically notified of associated addenda.

11. Email Notification

The City of Scottsdale does not maintain a Bidder list; however, on the Purchasing web site, lower right side, see "Subscribe to Solicitation Opportunities", enter your email address and click subscribe to receive a notification of Solicitation Opportunities twice weekly at <http://www.scottsdaleaz.gov/purchasing>.

12. City of Scottsdale Procurement Code

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office, located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website at <http://www.scottsdaleaz.gov/purchasing>.

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

13. Prospective Bidder's Conference

A prospective Bidder's conference may be held. If scheduled, the date and time of this conference is indicated on the cover page of this document. The purpose of this conference is to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an additional opportunity to submit any questions and discuss any questions previously submitted.

14. Bidder's Presentation

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

15. Ineligible Bidder

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a Bidder or Offeror on the solicitation for which they prepared the specification.

16. Obligations

The issuance of this solicitation shall not obligate the City to pay any costs incurred in the preparation and submission of proposals.

17. Non-Collusion Affidavit

By signing the Offer and Acceptance Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions to ensure that the preparation of their Bid or Proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the Bidder shall submit a completed and Notarized Non-Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract. The Bidder shall return the completed and notarized Non-Collusion Affidavit with its submittal.

18. Immigration Law Compliance

By signing the Offer and Acceptance Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services), it has complied with and will maintain compliance with the E-Verify Program as required by ARS §23-214(A) up to the time of the contract award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the submittal as being non-responsive or the termination of any Contract awarded and the possible forfeiture of any applicable bond.

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any Contract or Subcontract it enters into with the successful Bidder. In addition, this language must be included in any Subcontracts that the successful bidder enters into with its Subcontractors.

19. Lawful Presence In The United States for Persons

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a Contract and apply for public benefit, must demonstrate through a signed affidavit and the presentation of a copy of documentation, that they are lawfully present in the United States.

A PERSON is defined as all-NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W-9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City, you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON, you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of

your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. Birth Certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit Form that the City will send to you for your completion prior to issuing any Contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable document, please indicate the date of submission. An acceptable Affidavit already on file with the City will be sufficient to meet this requirement.

If you fail to provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise the City of your prior filing within 10 calendar days of being requested, then you may be considered non-responsive and disqualified from award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

20. Taxes/Licenses

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt, you should contact the City to resolve the status of that Federal Excise tax and its applicability.

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that it procures. For suppliers within the State of Arizona, the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona privilege taxes, the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain business services and activities may incur a City of Scottsdale Transaction Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment, please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on Contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Transaction Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional License. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/taxes>

Bidder is solely responsible for any and all tax obligations which may result out of the Bidder's performance of this Contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the Bidder.

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build Contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Construction bids will be evaluated and recommended for award based on the total bid cost including tax.

21. Contractor's Licensing Requirements

If applicable, the Contractor shall identify its Arizona State Contractor's License Number and Classification on the Bid Form and Bid Form Signature Page, as evidence that it is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a Request for Qualification/Quotation or a Request for Proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a Contractor without having a Contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

22. Litigation

The Bidder shall disclose along with any Submittal any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder shall also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder shall warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization(s), owners and key personnel.

23. Subcontractor's List

If, at the time of bidding, any Bidder intends to Subcontract any portion of this Contract, the Bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

24. Subcontractors

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts or omissions in connection with such performance. Nothing in the Contract documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

25. Confidential Information

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that may permit the inspection of public records. The City cannot ensure confidentiality of any portion of a submittal document in the event a public inspection request is made.

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After Contract award, and unless otherwise instructed by the Bidder, the City will destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

26. Small Business

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

27. Title VI Notice

"The City of Scottsdale, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

28. Interpretations, Addenda

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM ISSUED BY THE PURCHASING DIVISION ARE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the applicable Plans or Specifications, or should it be in doubt as to their meaning, it shall at once notify the contact person listed on page one of

this solicitation, who will prepare a written addendum if warranted. The City shall not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitation's Questions Clause.

Any addenda issued by the City shall become a part of the Contract. By signing and submitting a bid or proposal, the Bidder/Proposer is acknowledging that it will abide by all addenda issued prior to the opening of the bids/proposals and agreeing that all pricing takes into account all such addenda.

A Notice of Addenda will be emailed to those who have registered as a downloader and provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. The bidder/proposer can return to the City's website under Solicitation Opportunities to verify how many addenda have been issued for a specific solicitation. If the bidder/proposer feels it is missing any addenda, it can register again as a downloader to obtain access to all issued addenda. A viewing copy of the addenda will also be available wherever the solicitation documents are kept. The Bidder/Proposer is responsible to be aware of ALL addenda before submitting its final bid/proposal. The City takes no responsibility for any addenda that a bidder/proposer has failed to address in its submittal and will hold the Bidder/Proposer responsible that its pricing encompasses all issued addenda.

29. Submittal Procedure

No submittal will be considered unless it is submitted on the Bid Forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign Contract documents for the Contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Bidder or one legal entity. The submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If submitted by mail, Bidder shall be responsible to ensure that the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted.

LATE SUBMITTALS WILL NOT BE CONSIDERED.

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

At any time prior to the specified solicitation due time and date, a Bidder may withdraw the bid.

Faxed withdrawals will not be considered.

Bids submitted to the City with the signed Offer on the Offer and Acceptance Form/Proposal Signature document constitutes a legally binding offer by the Contractor.

All submittals are to be completed on City of Scottsdale (COS) forms without any alterations; failure to do so may result in your submittal being rejected.

30. Donations

If you intend to submit a bid or proposal, to avoid the appearance of impropriety, you shall not make any donation of goods or services to the City during the bid or proposal process.

31. Award Determination

a. For the Award of an Invitation for Bids (IFB)

Bids will be evaluated and recommended for award based on the total bid cost excluding all applicable taxes.

The total bid cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid.

The Contract will be awarded to the lowest responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

In the event of an "Add Alternate" bid, in order to keep the project within the budget, the City will use the "alternate add" bidding process. Under this procedure, the City will award the Contract to the lowest responsive bidder considering the sum of the "base bid" and those "alternate bid items" which are within the budget. The City will select the alternates in the order specified in the bid tabs. The City reserves the right not to select any item in the "alternate bid".

b. For the Award for Request for Proposals (RFP)

Responsive proposals will be evaluated based on the evaluation criteria established within the solicitation document. Various elements of the proposal submittal will be reviewed and evaluated against the solicitation requirements. There may or may not be a requested presentation from the top proposals to further understand their proposal and how it responds to the solicitation requirements. Proposers should not assume there will be an opportunity for presentations and should therefore make their proposal submittals comprehensive in response to the solicitation requirements.

Upon conclusion of all of the evaluations, a recommendation is made to award to the Proposer that best meets the City's needs and provides the best value to the City.

Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:

- (1). Waive any immaterial defect or informality; or
- (2). Reject any or all Proposals, or portions thereof; or
- (3). Reissue a Request for Proposal.
- (4). To award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

32. Rejection of Bids

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a Contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any Bidder who has previously failed to perform competently in any Contract with the City.

33. Protests

Pursuant to the City of Scottsdale Procurement Code Section 2-213, an aggrieved person may protest any aspect of a solicitation prior to award of a Contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance that the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those Contracts being awarded by City Council (i.e., for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded Contracts. Award of Contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

- State the name and address of the aggrieved person.
- Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protestor shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protestor believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: Robert Schoepe, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

If the Director determines that a hearing is appropriate under the circumstances, the Director shall notify the protestor of the time and place set for a hearing on the protest. The Director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the Director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

34. Contract Award Notification

Intent to Award notices for Contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/Solicitations/Solicitation/Status>

The City Council must approve the award of Contracts for construction and professional services exceeding the formal procurement limit. Any Contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other Contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

35. Award of Contract

a. When Awarded by Offer and Acceptance Agreement:

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the solicitation, the Contractor is making a non-contingent offer to Contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These bid or proposal offers do not become Contracts until after the Purchasing Director has signed the acceptance portion of the Offer/Acceptance Form. The Contract is then considered awarded to the successful Contractor, eliminating the signing of a separate Contract.

For that reason, all of the terms, conditions and specifications of the procurement Contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a Contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

The effective date of this Contract shall be the date the Purchasing Director signs the Offer and Acceptance Form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this Contract until the Contractor receives a Purchase Order document or separate Notice to Proceed.

Once the City has awarded the Contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the Purchase Order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

b. When Awarded by Attached Contract:

A signed response to a Request for Proposal OR Invitation for Bid is an offer to Contract with the City based upon the Terms, Conditions, Scope of Work and Specifications contained in the City's solicitation and the sample Contract attached to a solicitation. Contract may be administratively, or Council awarded per solicitation requirements.

➤ **Administrative Awarded Contract:**

A Contract will be formed when the Purchasing Director awards the Contract executed by the City and the selected Offeror.

➤ **Council Awarded Contract:**

A Contract will be formed when the City of Scottsdale City Council awards the Contract executed by the City and the selected Offeror.

Once the City has awarded the Contract, the Offeror is required to provide all additional Bonds and/or Insurance Certificates and other documentation required to issue the purchase order; within ten (10) calendar days after award. If the Offeror fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

- 36. Bid Bond (If applicable will be stated in the Special Terms & Conditions section of a solicitation)**
Each bid must be accompanied by a cashier's check made payable to the order of City of Scottsdale in the sum of not less than 10% of the total bid, or a bond with sufficient sureties to be approved by the City in a sum equal to 10% of the total bid, and naming City of Scottsdale as obligee. Bid Security will be returned to all but the two lowest responsible and responsive bidders after the Intent to Award has been posted, and the remaining securities returned within fourteen (14) days after final execution of contract.

Each bond shall be executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona issued by the Director of the State Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bonds shall not be executed by an individual or personal surety or sureties. Additionally, the surety company issuing any bond shall have an A.M. Best Company Inc. Financial Strength Rating of not less than "A-VI".

Direct all invoices to:
City of Scottsdale
Attn: Accounts Payable
7447 E. Indian School Rd.
Ste 210
Scottsdale, AZ 8251
Phone (480) 312-2432

CITY OF SCOTTSDALE



PURCHASING OFFICE
9191 E. SAN SALVADOR DR.
SCOTTSDALE, AZ 85258
Phone (480) 312-5700
Fax (480) 312-5701

City of Scottsdale Formal Solicitation General Terms & Conditions (Attachment B)

1. Additional Service Requested

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issuance of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. Advertising

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

3. Arizona Law

The Contract and all Contract documents are considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract shall be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. Assignment

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. Attorney's Fees

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party an award of reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued on the commencement of such action.

6. Authority

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7. Cancellation of City Contracts – Conflict of Interest

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the Contract is in effect, an employee of any other party of the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

8. Captions/Headings

The headings used in the Contract documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract, and are not to be used to construe or interpret this Contract.

9. Certificate of Insurance

The successful vendor(s) will be required to furnish the City of Scottsdale a Certificate of Insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #28-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on the Purchasing web site under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for Contract default. Additionally, Certificates of Insurance submitted without referencing the solicitation number may be subject to rejection and discarded.

10. Changes in The Work

The City may at any time order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City shall execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change Orders to Contracts may be executed, according to established rules, when provided for in the original Contract.

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

11. Chemicals

Contractors shall provide Safety Data Sheets (SDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on City property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence (or possible presence) of chemicals in the area where the work requested will be performed. All selected Contractors shall contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate safety data sheets.

12. Compliance with Federal and Arizona State Immigration Laws

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its Subcontractors will comply with all Federal Immigration Laws and Regulations that relate to their employees and that the Bidder and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its Subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any Subcontractor who works on this Contract to ensure that the Bidder or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its Subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Bidder or any of its Subcontractors in material breach of this Contract if the Bidder and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any Contract the Bidder enters into with any and all of its Subcontractors who provide services under this Contract or any Subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

13. Compliance with Federal and State Laws

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that it knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, and for construction Contracts: A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

14. Contract Administrator Duties

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the Contract requirements.

15. Contractor on Site Safety Reporting Requirements

For any non-construction City supplier whose service Contract(s) (either singular or in aggregate) results in the Contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the Contractor to the Contract Administrator (CA):

- the Contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the City under the Contract during the most recent review period;
- the Contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the Contract is in force;

the CA will provide this information to Risk Management when requested.

16. Co-Op Use of Contract

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

17. Counterparts

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

18. Endangered Hardwoods

The project shall not utilize any endangered wood species prohibited by A.R.S. § 34-201(J).

19. Entire Agreement

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein.

20. Equal Employment Opportunity

During the performance of this Contract, the Bidder will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

21. Estimated Quantities

All quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

22. Execution of Contract

The Contractor shall provide all the required documentation, including, but not limited to, applicable bonds, insurance certificates, IRS W-9 Form and other documentation required to issue the Purchase Order or Notice to Proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

23. Force Majeure

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

24. Funds Appropriation

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the Contractor at least 30 days before the end of its current fiscal period and will pay the Contractor for all approved charges incurred through the end of this period.

25. Indemnification

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, U.S. Bureau of Reclamation (if applicable per solicitation

insurance requirements stated in the Special Terms & Conditions section of the each solicitation), its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

26. Independent Contractor

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City may report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments unless required under federal or state law. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

27. Israel Boycott Prohibition

By executing this contract, [Contractor] certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.

28. Litigation

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary Contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware during the course of any contract with the City. Further, the Bidder shall disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

29. Local Conditions, Rules and Regulations

The Bidder shall familiarize itself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

30. Modifications

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this Contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without such written Change Authorization, the City shall not be obligated to accept said modification.

31. No Preferential Treatment or Discrimination

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

32. No Waiver

The failure of either party to enforce any of the provisions of the Contract documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

33. Order of Precedence

In the event of a conflict in the provisions of this solicitation or resulting Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the Solicitation
3. General Terms & Conditions of the Solicitation
4. Statement or Scope of Work (SOW)
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the Solicitation or Contract

34. Patents / Intellectual Property

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

35. Payment Terms

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment; however, cash discounts offered will not be considered in determining lowest Bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased items. The City is not liable for delays in payment caused by failure of the Contractor to send an invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, #210
SCOTTSDALE, ARIZONA 85251-4468

36. Price Reduction

If Contractor's, manufacturer, or supplier at any time during the course of this Contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

37. Records and Audit Rights

Contractor's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Contractor's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Contractor pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Contractor or Subcontractor reasonable advance notice of intended audits.

Contractor shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any Subcontract pursuant to this Contract.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total Contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

38. Registered/Licenses

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement for the nature of the work contemplated by this Contract.

39. Request for Taxpayer I.D. Number & Certification Irs W-9 Form

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

40. Risk of Loss

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Contract which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

41. Scottsdale City Seal and City Symbol

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

42. Severability

If any provision of the Contract documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

43. Successors and Assigns

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City. Any assignment made in contravention of this section shall be considered void.

The Contractor and the City agree that the provisions of the Contract documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which the Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the Contractor sells its assets.

44. Termination

Termination for Convenience: City reserves the right to terminate this Contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this Contract.

Cancellation for Cause: City may also terminate this Contract or any part hereof with seven (7) days' notice for cause in the event of default if the Contractor fails to comply with any of the terms and conditions of this Contract. Late deliveries, deliveries of products which are defective or do not conform to this Contract, unsatisfactory performance as judged by the Contract Administrator, or failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this Contract for cause.

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately upon giving notice to the Contractor.

45. Testing of Materials

When required in the course of any service or Contract, the procedures and methods used to sample and test material, will be determined by the City. Unless otherwise specified, samples and tests will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and/or the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. If the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance shall be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

46. Time is of the Essence


Time is of the essence with respect to the dates and times contained in the Contract documents.

47. Warranty

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services

furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know, the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

ISSUING AGENCY – CITY OF SCOTTSDALE	
	FORMAL REQUEST FOR PROPOSAL HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES RFP #22RP015

CRITICAL DATES	
PROPOSAL SUBMITTAL DUE:	2:00 P.M. LOCAL TIME, JANUARY 18, 2022
QUESTIONS DUE:	10:00 A.M. LOCAL TIME, JANUARY 6, 2022
APPROVED ALTERNATE SUBMITTALS DUE:	10:00 A.M. LOCAL TIME, JANUARY 10, 2022

SUBMITTAL RECEIPT AND OPENING
<p>SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until the time and date stated above in the CRITICAL DATES section of the solicitation, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. <i>All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.</i> LATE SUBMITTALS WILL NOT BE ACCEPTED. In order to accommodate current social distancing guidelines, the Purchasing office will conduct a Microsoft Teams Live Stream meeting for the public to view the scheduled bid openings online. To attend this meeting, visit us online by clicking the following link LIVE22RP015</p>

INFORMATION REQUESTS
<p>Requests for any information relating to this solicitation should be directed to the purchasing staff listed below:</p> <p style="text-align: center;"> Cheryl Champine Bid & Contract Specialist (480) 312-5719 cchampine@ScottsdaleAZ.gov </p> <p>Bidders shall not contact any City of Scottsdale employee, officer, or director other than purchasing regarding this solicitation until after the award of a contract. Any such unauthorized contact may result in bidder being disqualified from further consideration.</p>

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS
<p>The Instructions to Bidders and General Terms and Conditions for formal solicitations, are listed as attachments A and B as outlined below and shall be downloaded by prospective Bidders as part of the solicitation.</p> <p>Attachment A - Formal Solicitation Instructions to Bidders (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).</p> <p>Attachment B - Formal Solicitation General Terms and Conditions (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).</p>

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SECTION 1 - INTRODUCTION



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

RFP #22RP015

A. INTENT

The City of Scottsdale is accepting sealed submittals from qualified firms, for the purchase and installation of HVAC air filters and maintenance services at various facilities located throughout the City.

B. BACKGROUND

The City currently changes out filters on a quarterly basis. Approximately 100 buildings require filter replacement service. The City has approximately ten (10) buildings requiring 2nd stage annual filter replacements. West world requires 2 or more replacements for 2nd stage rigid box filters, depending on the usage of the building for that year. The Airport Aviation building is the only building that currently uses pleated carbon filters in addition to the standard filters used throughout the City. Efficiency rating Merv 8 and Merv 11 filters are currently being used in the majority of all City buildings. These filters include the following types:

- b. Rigid box 2nd stage pleated filters
- c. Washable filters for mini split system
- d. Carbon filters
- e. Bulk filter media
- f. Media Pads

SECTION 2 – STATEMENT OF NEED



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES
RFP #22RP015

A. SPECIFICATIONS

1. Pre-Approved Products

- 1.1 The following is a list of pre-approved “manufacturers” for the products required in this solicitation and resulting contract. If the Offeror is planning to supply the products listed, from one of the listed manufacturers, the Offer DOES NOT have to make a request for an approved alternate.
- 1.2 If the Offeror is planning to supply the products listed, from a manufacturer not listed for each of the Filter Types A, B, C, D, E or F below, they must follow the procedure for “APPROVED ALTERNATES” as described in Attachment A – Instructions to Bidders, Item 7, of this Solicitation document. The City of Scottsdale has pre-approved the following manufacturer per Filter Type:

FILTER TYPE	PRE-APPROVED MANUFACTURER
Filter Type A	1. Purolator DMK 80 2. Koch Multi-pleat XL8 3. Flanders Precisionaire Pre-Pleat 40 4. Columbus Industrial 5. Parker
Filter Type B	1. Purolator Serva-Cell 2. Koch Multi-Cell 3. Flanders Precisionaire Precision Cell 4. Columbus Industrial 5. Parker
Filter Type C	1. Purolator Serva-Cell PV 2. Koch DuraMAX 4V 3. Flanders Precisionaire Super-Flow V 4. Columbus Industrial 5. Parker
Filter Type D	1. Purolator Serva-Cell M P4 2. Koch MicroMAX 3. Flanders Precisionaire Precision Cell II 4. Columbus Industrial 5. Parker
Filter Type E	1. Purolator 2. Koch Multi-Cell or Multi-Flo 3. Flanders 4. Columbus Industrial 5. Parker
Filter Type F	1. Purolator 2. Koch Odorkleen 250 3. Flanders 4. Columbus Industrial 5. Parker – Hi-E 40

- 1.3 Any Offeror wishing to submit an alternate for “other” than the above listed pre-approved manufacturer must submit documentation to support that the proposed manufacturer meets or exceeds the products through the pre-approved manufacturers.

2. Filter General Requirements

- 2.1 All products shall meet the requirements of UL900, Class I and II.
- 2.2 In accordance with ASHRAE Standard 52. 1-1992, all filters shall have an initial dust spot efficiency of thirty-five percent (35%) or greater, a rated average dust spot efficiency of forty-five percent (45%) or greater and an average arrestance of ninety percent (90%) or greater.
- 2.3 Filters shall have a Minimum Efficiency Reporting Value (MERV) 8 at 490 FPM
- 2.4 All products shall be at minimum, but not limited to, the following:
 - a. Disposable
 - b. Extended Surface
 - c. Hi Capacity Wire-Back Pleated
- 2.5 In the event a filter is substituted during the contract term prior approval from the Contract Administrator or designee is required before install.

3. Filter Type A Requirements

- 3.1 Pre-Approved Manufacturers (Per table in Section A.1.2 above)
- 3.2 Shall be a pleated, high capacity, medium efficiency rated MERV 8 per ASHRAE Standard 52.2 – 2017.
- 3.3 All self-supporting filters four inch (4") and less shall have a double-walled wax impregnated, moisture/ mildew resistant, beverage board frame.
- 3.4 The filter media shall be bonded to 28 gauge, galvanized expanded metal and adhered to a double-walled, two-piece frame with water repellent adhesive. The frame shall be bonded to the media on all sides to prevent air bypass and provide maximum filtration efficiency.
- 3.5 Each filter frame shall utilize integral die-cut cross members for added strength and rigidity.
- 3.6 Type A filters shall have a final pressure drop of one inch (1") water gauge.
- 3.7 Filter media shall be made of 100% synthetic, hydrophobic fibers resistant to microbial growth.
- 3.8 The following table represents at minimum, the most common filter sizes per manufacturer and minimum performance requirements (a more comprehensive list of required filter sizes shall be detailed on the pricing proposal form herein):

Filter Size (Typical)	Capacity (FPM)	Capacity (CFM)	Resistance (Medium)	Media Area (sq.ft.)
20 x 20 x 1	300	830	.24 - .34	5.5 – 6.7
16 x 25 x 1	300	830	.24 - .34	5.5 – 6.4
12 x 24 x 2	500	1000	.24 - .27	8.6 – 9.2
16 x 20 x 2	500	1100	.24 - .27	12.3 – 12.8
16 x 25 x 2	500	1390	.24 - .27	12.4 – 12.8
20 x 20 x 2	500	1720	.24 - .27	15.5 – 16
20 x 25 x 2	500	2000	.24 - .27	17.6 – 18.4
12 x 24 x 4	500	1000	.24 - .34	12.4 – 16.5
24 x 24 x 4	500	2000	.24 - .34	27.4 – 28.8

4. Filter Type B Requirements

- 4.1 Pre-Approved Manufacturers (Per table in Section A.1.2 above)
- 4.2 Shall be a single header, high capacity, rated MERV 11 per ASHRAE Standard 52.2 – 2017 and UL 900 Class I.
- 4.3 The filter pack shall be enclosed in rigid, corrosion resistant, galvanized steel.
- 4.4 The filter media shall be constructed with a continuous sheet of moisture resistant, micro-glass fibers utilizing corrugated aluminum separators for added durability.
- 4.5 Filter media shall be bonded to the box frame on all four (4) sides with a durable, urethane sealant.
- 4.6 The following table represents at minimum, filter type B minimum performance requirements:

Filter Size (Typical)	Capacity (FPM)	Capacity (CFM)	Resistance (Medium)	Media Area (sq.ft.)
24 x 24 x 6	500	1000	.25 - .38	50 – 64

5. Filter Type C Requirements

- 5.1 Pre-Approved Manufacturers (Per table in Section A.1.2 above)
- 5.2 Shall be a single header, high capacity, rated MERV 11 per ASHRAE Standard 52.2 – 2017 and UL 900 Class II.
- 5.3 The filter pack shall be fully bonded to an all plastic frame using a durable urethane sealant.
- 5.4 The filter media composition shall consist of water resistant, 100% synthetic fiber or micro-fine fiberglass mini pleats.
- 5.5 Shall have a final pressure drop of 1.5" water gauge.
- 5.6 The following table represents at minimum, filter type C minimum performance requirements:

Filter Size (Typical)	Capacity (FPM)	Capacity (CFM)	Resistance (Medium)	Media Area (sq.ft.)
12 x 24 x 12	500	1000	.25 - .38	61 – 98
24 x 24 x 12	500	2000	.25 - .38	135 - 196

6. Filter Type D Requirements

- 6.1 Pre-Approved Manufacturers (Per table in Section A.1.2 above)
- 6.2 Shall be mini pleated, high capacity, medium efficiency rated MERV 11 per ASHRAE Standard 52.2 – 2017 and UL 900 Class II.
- 6.3 All type D filters shall have a double-walled, wax impregnated, moisture/ mildew resistant, beverage board frame.

- 6.4 The filter media shall consist of a micro-fiberglass paper coated with a water repellant binder and adhered to a double-walled, two-piece frame with water repellant adhesive. The frame shall be bonded to the media on all sides to prevent air bypass and provide maximum filtration efficiency.
- 6.5 Each filter frame shall utilize integral die-cut cross members for added strength and rigidity.
- 6.6 Shall have a final pressure drop of 1.5" water gauge.
- 6.7 The following table represents at minimum, filter type D minimum performance requirements:

Filter Size (Typical)	Capacity (FPM)	Capacity (CFM)	Resistance (Medium)	Media Area (sq.ft.)
12 x 24 x 4	500	1000	.40	60 – 63
24 x 24 x 4	500	2000	.40	120

7. Filter Type E Requirements

- 7.1 Pre-Approved Manufacturers (Per table in Section A.1.2 above)
- 7.2 Shall be a pleated, high capacity, medium efficiency rated MERV 14 per ASHRAE Standard 52.2 – 2017.
- 7.3 All self-supporting filters twelve inch (12") shall be box construction or single header construction.
- 7.4 The filter media shall be bonded to 28 gauge, galvanized expanded metal and adhered to a double-walled, two-piece frame with water repellant adhesive. The frame shall be bonded to the media on all sides to prevent air bypass and provide maximum filtration efficiency.
- 7.5 Each filter frame box shall be constructed of minimum 26-gauge galvanized steel for added strength and rigidity.
- 7.6 Type E filters shall have a final pressure drop of one and a half inch (1.5") water gauge.
- 7.7 Filter media shall be made of 100% synthetic, hydrophobic fibers resistant to microbial growth.
- 7.8 The following table represents at minimum, the most common filter sizes per manufacturer and minimum performance requirements (a more comprehensive list of required filter sizes shall be detailed on the pricing proposal form herein):

Filter Size (Typical)	Capacity (FPM)	Capacity (CFM)	Resistance (Medium)	Media Area (sq.ft.)
24X24X12	500	2000	.29 - .38	105 - 122
24X12X12	500	1000	.29 - .38	46 – 60
24X20X12	500	1650	.29 - .38	86 - 103
20X20X12	500	1400	.29 - .38	71 - 85
24X24X6	500	1000	.29 - .38	55 - 64

8. Filter Type F Requirements

- 8.1 Pre-Approved Manufacturers (Per table in Section A.1.2 above)

- 8.2 Shall be a carbon pleated, high capacity, medium efficiency rated MERV 8 per ASHRAE Standard 52.2 – 2017.
- 8.3 The filter media shall be non-woven dual-layer pleated filter media composed of synthetic fibers. The carbon-loaded media is highly rigid and self-supporting, with no external wire reinforcements.
- 8.4 Type F filters shall have a final pressure drop of one inch (1") water gauge.
- 8.5 Filter media shall be activated carbon media; moisture-resistant die-cut beverage board frame with 200 grams per square meter of 60% active, 20x50 mesh-size carbon particles. Capable of removing airborne molecular contaminants at levels less than 1ppm.
- 8.6 The following table represents at minimum, the most common filter sizes per manufacturer and minimum performance requirements (a more comprehensive list of required filter sizes shall be detailed on the pricing proposal form herein):

Filter Size (Typical)	Capacity (FPM)	Capacity (CFM)	Resistance (Medium)	Media Area (sq.ft.)
24X24X 2	500	2000	0.23 - .26	17.52
12X24X2	500	1000	0.23 - .26	8.46

9. General Service Requirements

- 9.1 The Successful Contractor shall provide all labor, materials and equipment necessary to complete the services detailed herein.
- 9.2 The use of Subcontractors shall not be permitted under this contract.
- 9.3 The awarded Contractor along with the Contract Administrator shall perform a walk-through of all the sites that shall be serviced under the awarded contract during the first cycle of filter replacement to ensure the contract is clearly understood by all parties involved.
- 9.4 Initial inventory for every location during the first cycle of filter replacement shall be completed by the awarded Contractor. The inventory shall be recorded in the same format as the pricing sheet (per building, filter location description, filter size, quantity per filter size, frequency and total filters per year). An Excel copy of this inventory shall be provided electronically to the Contract Administrator within thirty (30) calendar days of completing the first cycle of filter replacement.
- 9.5 Any additional filter service shall be added to the inventory and submitted to the Contract Administrator in the same manner as item 7.4 above.
- 9.6 All work shall be performed between the hours of 6:00 AM and 5:00 PM local time, Monday through Friday. Any work performed outside of these times shall be pre-approved by the Contract Administrator.
- 9.7 To ensure there is consistency and familiarity with the City of Scottsdale facilities and personnel, at least one (1) Primary and one (1) Backup certified technician shall be assigned to perform the work at City facilities throughout the life of the awarded contract.
- 9.8 Each dedicated technician shall be assigned a security access badge to provide them access to City facilities. When an assigned dedicated technician is no longer employed by the contractor for any reason, it shall be the responsibility of the Contractor to train a replacement technician and familiarize them with the location of buildings, equipment and filters serviced by this contract.

- 9.9 Identification labels should be present at each filter location. In the event the Contractor does not find an identification label present at a filter location on their initial visit to each facility, the Contractor shall create a label for that location as follows:
- a. Equipment that is located above the ceiling, an adhesive label shall be created and affixed to the ceiling grid or access door where the filter is located.
 - b. The label shall be created on ¾" wide white label tape with bolded black font and shall identify the quantity and size of the filters at that location.
 - c. For larger air handlers located in mechanical rooms, a label identifying the quantity and size of the filters at that location shall be affixed where the filters are located on the piece of equipment.
- 9.10 The technician shall notify the Facilities twenty-four (24) hour phone line at (480) 312-5999, within twenty-four (24) hours to provide the exact location of the equipment if any of the following conditions are observed:
- a. Broken or loose V-belt
 - b. Shorted-out or locked motor
 - c. Frozen coils
 - d. Any other condition that may require immediate attention
- 9.11 All CRITICAL heating, ventilation and air conditioning services shall be performed to all occupied areas during normal business hours.
- 9.12 Larger air handlers with multiple filters shall NOT be OFF more than fifteen (15) minutes at any given time. Prior arrangements shall be made with the Contract Administrator before turning off any air handler that serves the City's POLICE CRIME LAB.
- 9.13 All return air filter grilles shall be cleaned annually using a light solvent and a cleaning rag, or by dry brushing. The first cleaning shall be performed on or before the second (2nd) filter change interval after award of contract. Annual cleaning is recommended during the winter months and shall be clearly noted on the invoice when this service is completed.
- 9.14 The date of each install shall be written on each filter when replaced.
- 9.15 It is the Contractor's responsibility to ensure filters are installed correctly in each unit or application to minimize the possibility of air bypassing the filtration media. Should a technician find any filter retention accessories such as clips, gaskets, wing nuts, etc. damaged or missing, the technician shall note the deficiency on the work order for that location and notify the Contract Administrator of the damaged or missing parts within 24 hours of discovering the deficiency.
- 9.16 The Contractor shall maintain a clean and orderly working environment. All walkways and entry ways shall be free of obstruction while work is being performed. It is the responsibility of the technician to clean up any debris or dirt that may fall onto desks, carpet, office equipment, etc. during the process of servicing the air filters.
- 10. Filter Replacement Frequencies**
- 10.1 The bidding Contractor shall provide the Contract Administrator as part of their proposal with a tentative monthly schedule. The schedule shall be laid out per building. Contractor shall use Exhibit "A" for building and frequency information.
- 10.2 The schedule submitted will be discussed for confirmation between the awarded Contractor and Contract Administrator prior to any work being performed.

- 10.3 The filter recommended replacement schedule identified in Exhibit "A" has been utilized by the City of Scottsdale for several years and the successful Contractor shall continue to utilize this schedule.
- 10.4 Should the contractor find the current schedule for a particular facility to be inappropriate, being either too frequent or not frequent enough, a written recommendation of an alternate schedule may be submitted to the Contract Administrator for approval.
- 10.5 Schedule changes that will result in a means to maximize the life and efficiency of an air filter while still protecting the HVAC equipment and providing the proper air quality within the facility may be approved by the Contract Administrator.
- 10.6 In the event the City has a need to replace filters at a particular location at a time that is outside the regular scheduled interval for that location, the contractor shall replace the identified filter or filters within forty-eight (48) hours of the initial request.
- 10.7 Any emergency or additional filter changes of this nature shall not alter the regular service schedule for the identified filter and shall be billed at the regular bid price as identified on the Pricing Proposal Form. All emergency or additional filter changes shall be itemized on the monthly invoice.

11. Individual Filter Purchase Requirements

The City of Scottsdale may purchase filters without the associated labor charges. These filters will be installed by the City and will not require Contractor labor.

12. Other Requested Services

1. Other services outside of the "recommended schedule" may be requested by the Contract Administrator or designee, for example:
 - a. Extra replacement service
 - b. Filter material order only
2. These services shall be invoiced as a per replacement cost (request for additional replacement) or hourly rate, whichever is most reasonable for the requested task.
 - a. Hourly labor rate for filter replacement service during business hours' time are requests to remove and replace specific filters with Contractor Administrator approval.
 - b. Hourly labor rate for filter replacement service during "After Hours" time requests to remove and replace specific filters with Contractor Administrator approval.
 - c. Hourly labor rate for filter replacement service during "Weekend & Holiday" time for requests to remove and replace specific filters with Contractor Administrator approval.
 - d. Any individual filter orders shall be priced according to the Pricing Proposal Form (Individual Filter Unit Price) submitted by the Bidder. When shipping fees are applicable, they shall be identified appropriately on the invoice for these orders.

13. Invoicing Requirements

Itemized invoices for each individual building as listed in Exhibit "A", shall be submitted to the Contract Administrator at the following email address: FMInvoices@ScottsdaleAZ.gov no later than the tenth (10th) day of each month. All invoices shall be for service performed in the previous month and shall identify at minimum, the following:

- a. Each facility serviced
- b. Building code
- c. Quantity and size of filters changed at each location
- d. Cost for service at each facility.

14. Warranty Requirements

- 14.1 The contractor shall be responsible for all clean-up of debris and dirt from coils, and/ or repairs to equipment due to the improper installation of a filter, a manufacturer defect or in the event that a filter disintegrates or becomes dislodged from the filter rack assembly and is pulled into the fan.
- 14.2 The Contract Administrator shall notify the contractor within twenty-four (24) hours of determining that a specific filter was either; installed incorrectly by the Contractor or his employees, or not replaced at the regularly scheduled interval. The Contractor shall have forty-eight (48) hours from the time they are notified of the situation to replace the identified filter or filters at no cost to the City of Scottsdale.
- 14.3 Failure by, the Contractor or his employees to correctly install and/ or replace at the regular interval any filter or filters identified by this contract, will be cause for the Contract Administrator to impose a fine of fifty dollars (\$50.00) for each infraction of non-performance. The Contract Administrator will consult with the Contractor before any fine is imposed, however the final decision will be that of the Contract Administrator. For Repeated infractions of this nature, the Contract Administrator may take further action up to and including termination of the contract.

15. Minimum Safety Requirements

- 15.1 The Contractor shall abide by all safety policies and regulation of the Occupational Safety and Health Administration (OSHA).
- 15.2 The contractor shall have a regular safety program for its employees to ensure safe working environments.
- 15.3 The contractor shall use the proper size ladders and if necessary, fall protection during any work performed on City property. The contractor and their employees may be cited if unsafe work practices as outlined by OSHA have been observed. If the contractor is cited more than three (3) times, a fine of \$500 per incident thereafter will be assessed to every incident documented. If an individual employee is sited three (3) times for safety violations, the City's Contract Administrator will require that employee to be removed from the work site and prevented from performing work on City property for one (1) full year.

B. CONTRACTOR QUALIFICATIONS

1. The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
2. The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.
3. The successful Contractor shall have been conducting business specifically for the goods and/or services as requested in this solicitation, within the Phoenix/Scottsdale Metropolitan area for a MINIMUM of five (5) consecutive years. Contractor shall have been providing similar services in a similar setting, with similar frequencies and to a degree & scope similar to those outlined in this solicitation.
4. The Contractor MUST have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop.

C. CONTRACTOR'S RESPONSIBILITIES

1. The Offeror is encouraged to read the Solicitation documents very carefully, as the COS shall not be responsible for errors and omissions on the part of the Offeror.
2. The Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.
3. Contractor shall provide all necessary and proper supervision and labor; chemicals; tools; cleaning equipment; safety equipment, and vehicles to complete all services of the contract. All of the above will be approved by the Contract Administrator at all times during the life of the contract.
4. Maintenance products and equipment will be new and of commercial/ industrial grade and of a filter type approved by the Contract Administrator.
5. The Contractor is responsible for the proper disposal of all filters and materials used to perform the services outlined in this solicitation.
6. The Contractor will provide the Contract Administrator reasonable access to the contractor by furnishing the following: phone numbers, e-mail, cellular phone numbers, fax numbers and business addresses throughout the initial contract term and any contract extensions.
7. Contractor and Contractor's Employees shall complete all services within prescribed times given by Contract Administrator for completion. Services shall be performed at times and in a manner that will not interfere with other City activities within the facility.
8. All Contractors' Employees providing services under the guidelines of the awarded contract shall be able to speak and understand English sufficiently enough to receive and understand directions that may be given to them by City staff working in the facility.
9. All employees that are assigned to perform work at City of Scottsdale facilities shall be National Air Filter Association (NAFA) certified technicians that are directly employed by the Contractor.
10. The Contractor shall employ at least one (1) Certified Air Filter Specialist (CAFS) to be the primary contact and manager of this contract with the City of Scottsdale.
11. The Contractor shall be legally responsible for the loss or damage of any keys assigned to him or his employees during the life of this contract.
12. The Contractor and any employees of the contractor shall be subject to a background check, performed by the City of Scottsdale Police Department, prior to being issued a photo contractor badge for the Hirsch Security Access System used at City of Scottsdale facilities.
13. The Contractor and employees of the Contractor shall at minimum when performing work for the City, wear a uniform type shirt displaying the name of the company and an identification badge displaying the individual's picture, name and company name.

D. CITY'S RESPONSIBILITIES

1. The Contract Administrator for the resulting contract shall be Facilities Contract Coordinator or designee.
2. The City shall provide the awarded Contractor with; blueprints, equipment maps, building maps or a description of each building's layout when information is available.
3. The City shall provide the Contractor with assistance to become familiar with the locations and accessibility of equipment during the initial filter replacement schedule.

SECTION 3 - SPECIAL TERMS AND CONDITIONS



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

RFP #22RP015

1. ACCEPTANCE / AGREEMENT

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the services required by this Contract.

If for any reason the Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby rejected by the City. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties.

2. ACCESS / ID BADGES

ALL Contractor employees and others authorized to work in any City of Scottsdale facility will be issued the appropriate Access/ID badge in order to gain admittance into secure buildings and areas.

Access/ID badges are the property of the City of Scottsdale and must be surrendered as requested or upon completion of service to the City. Individuals issued cards are responsible for their safe keeping and should exercise responsible care to prevent them from being lost, stolen, duplicated, or damaged. A lost or stolen badge must be reported to the employee's supervisor and the Contract Administrator within 24 hours.

Individuals issued Access/ID badges will be required to sign a trusted vendor agreement outlining their responsibilities for the cards. Individuals may be responsible for the cost of reissuing a lost badge.

Access/ID badge shall remain in the exclusive possession and/or control of the individual to whom they have been issued. They shall not be shared, duplicated, loaned or otherwise transferred to any other individual for any purpose.

The Access/ID badge must be worn on the outside of all clothing around the user's neck always, unless deemed a safety hazard. If not worn due to safety, shall have available to present immediately when asked.

Individuals shall **BADGE** in (scan their electronic badge) when required and not tailgate / follow others into an access door without first badging in themselves and will not let anyone into a restricted area who does not have an access badge / credentials.

Safety and security are the responsibility of every employee and contractor. Individuals shall not prop open, disconnect, disable, bypass or otherwise defeat security locks, doors or other access control components.

Radio Site locations require phone call notification to site contact before entering a site and after leaving the site.

3. ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work requested and shall promptly make all necessary revisions or corrections without additional compensation. Acceptance of the work by the Contract Administrator or designee will not relieve the Contractor of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

4. ADDITIONAL LOCATIONS

The City of Scottsdale reserves the right to add or subtract to this Contract as the need arises due to changes in the amount of buildings. In the event the City needs to add to this Contract, the pricing for any additions to services shall be applied per the applicable Contract unit costs. Any additions or subtractions to the Contract shall be done via a written change order and be a **MINIMUM** of thirty (30) days prior to the changes taking effect.

5. CITY OBSERVED HOLIDAYS

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

City Holidays Include: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (plus Day after Thanksgiving), Christmas Day.

- a. New Year's Day January 1st (or Friday before or Monday after)
- b. Martin Luther King Day 3rd Monday in January
- c. President's Day 3rd Monday in February
- d. Memorial Day Last Monday in May
- e. Independence Day July 4th (or Friday before or Monday after)
- f. Labor Day 1st Monday in September
- g. Veteran's Day November 11 (or Friday before or Monday after)
- h. Thanksgiving Day 4th Thursday in November
- i. Day after Thanksgiving 4th Friday in November
- j. Christmas Day December 25th (or Friday before or Monday after)

6. CONTRACT ADMINISTRATION

The Contract Administrator, as identified in the Statement of Need shall audit the billings, approve payments, establish schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

7. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL

All Contractor employees performing work under the scope of this Contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractor's company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the Contract.

Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the Contract. All employees shall have the supervisor's business cards available. In addition, the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.

Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn, they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.

Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc., worn by a Contractor Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.

Sandals, flip-flops, open-toed shoes are not acceptable footwear.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

Contractor shall insure that all employees performing any work at any location under the scope of this Contract are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

Walkman type radios or any apparatus, which may impede hearing or sight, will not be allowed. Earplugs and/or safety glasses are exempt.

The Contractor may instruct all employees, in advance, as to procedures in the event of a medical emergency.

If an injury to an employee is of sufficient nature to warrant immediate professional medical attention, the employee shall seek out proper medical attention immediately.

The employee shall notify the on-duty lead person (or supervisor) of any personal injury, including minor cuts, scrapes or burns. The on-duty lead person shall immediately notify the Contract Administrator of such injuries.

8. FUEL SURCHARGES

Fuel surcharges shall NOT be allowable during the term of this Contract.

9. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by The City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, and the U.S. Bureau of Reclamation, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability Insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors,

officials and employees for any claims arising out of work or services performed by Contractor under this Contract.

4. If the Contractor's receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Vehicle Liability

If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers' Compensation Insurance

Contractor must maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

10. INVOICING

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Address where service/work was performed (including building code, building name)
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation to FMInvoices@ScottsdaleAZ.gov within fourteen (14) days after the service/work is completed and approved by the Contract Administrator.

11. KEY PERSONNEL

The Contractor shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of Contract work. The Contractor shall assign the specific individuals identified in its proposal to key positions. The Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Contractor's offer. Therefore, no substitution of such specified individuals and/or personnel shall be made without prior written approval of the CA. Any substitution of personnel under this Contract shall be equal or better than those identified in the Contract. The City's approval of a personnel substitution shall not be construed as an acceptance of the substitution's performance potential. No approval shall be unreasonably withheld of a proposed substitution of personnel. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract.

12. PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

The percentage increase in the unit pricing may not exceed the percent change in the Employment Cost Index for total compensation, for civilian workers, by occupational group and industry (not seasonally adjusted) for the Percentage Change from the previous twelve (12) months, as published by the U.S. Department of Labor Statistics.

13. PRICING

Pricing shall be listed on the Pricing Proposal Form. Prices quoted by the Offerors shall be applicable during the entire initial term of the Contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Offerors failing to comply with this requirement may be declared non-responsive.

All charges associated with this Contract **MUST** be shown on the Pricing Proposal Form returned by the Offeror or other supporting documentation. Any charges not listed on the Pricing Proposal

Form or supporting documentation submitted with the Offeror's proposal response shall not be allowed during the Contract period and any applicable extensions.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale or differentiated on the Pricing Proposal Form or other supporting documentation.

14. PURCHASING PROCEDURE

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

15. QUANTITY

The estimated quantities that will be required during the initial term of this Contract are indicated on the Pricing Proposal Form contained herein.

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

16. SINGLE AWARD

The City of Scottsdale reserves the right to award this solicitation as deemed in the best interest of the City. While multiple awards are possible, the preferred procedure is to make a single award as a result of this solicitation process.

17. SUBSTANCE ABUSE SCREENING & BACKGROUND CHECK REQUIREMENTS

Any and all employees, including all owners and officers of Contractors who perform work in City facilities, shall submit to and pass a criminal background investigation and substance abuse screening as outlined herein.

The Contractor shall provide the City of Scottsdale written certification that all employees of the Contractor, who will be performing work in City of Scottsdale facilities, have successfully completed and passed both a criminal background investigation and substance abuse screening prior to engaging in any work in any City of Scottsdale facility.

All employees of the Contractor shall abstain from the use of illegal drugs and/or alcohol, and the misuse of controlled substances while performing work in City of Scottsdale facilities. The Contractor shall be notified and required to immediately remove any employee that is suspected of being under the influence of a controlled substance while performing work in a City of Scottsdale facility. The employee removed under these circumstances may return to performing work in City of Scottsdale facilities only after it has been determined and verified by the City of Scottsdale, that the employee was not under the influence of a controlled substance at the time of the incident.

- **Substance Abuse Screening**

Contractor's employees, prior to engaging in work in any City of Scottsdale facility, shall be required to submit to and successfully complete a substance abuse screening (panel 110 test)

for illegal drugs and controlled substances. The substance abuse screening shall be performed by a laboratory legally authorized to perform such screenings and any related cost will be at the sole expense of the Contractor.

• **Criminal Background Investigation**

Contractor and/or Contractor's employees, prior to engaging in work for or in any City of Scottsdale facility, shall be required to submit to and successfully complete a full state and local federal criminal background investigation. The Contractor (if the Contractor performs work individually) shall not perform any work and the Contractor shall not allow any employee to perform work for or in a City of Scottsdale facility, if it is determined through the background investigation that the person has a history of conviction or arrest involving crimes of violence against others, sex offense, theft, or the sale and/or use of illegal drugs. Any cost incurred by the Contractor as a result of performing background investigation on their employees shall be at the sole expense of the Contractor.

18. TERM OF AGREEMENT

The term of this Contract shall be for a one (1) year period from the effective date of the contract award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

19. UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current Contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original Contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

20. VEHICLE REQUIREMENTS AND IDENTIFICATION

The Contractor shall only use trucks and vehicles licensed for use on public streets and licensed in the State of Arizona.

All equipment used in the performance of work under the scope of this Contract shall be equipped with an amber/yellow light bar OR amber/yellow light which can be clearly seen from a **MINIMUM** distance of five hundred feet (500') in all directions. The Contract Administrator shall be the sole determinant as to whether equipment warning lights are sufficient.

All Contractor vehicles shall contain signage which includes a **MINIMUM** of the Contractor Company name; and/or logo. Vehicle signage shall be sufficient, in the opinion of the Contract Administrator, to make it apparent to others, as to the nature of the business and the occupants of the vehicle. Vehicle signage shall appear on a **MINIMUM** of the right and left sides of the vehicle. All vehicles that are used in the performance of work under the scope of this Contract shall display the proper vehicle signage. Contract Administrator will approve proper identification of vehicles during the life of the Contract.

21. WARRANTY REQUIREMENTS

All workmanship and materials provided under the scope of this solicitation shall be warranted for a **MINIMUM** of six (6) months or as identified in the Statement of Need.

ALL WARRANTIES SHALL START FROM THE CITY OF SCOTTSDALE IN SERVICE DATE.

All warranty items/issues/concerns shall be resolved at no charge to the City of Scottsdale. This shall include, but not be limited to, parts, labor, freight, travel, etc. All warranty items/issues/concerns shall be resolved within a time frame determined by the Contract Administrator.

The Contractor shall warranty all parts and services provided by a subcontractor just as if supplied directly by the Contractor.

SECTION 4 – EVALUATION CRITERIA



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

RFP #22RP015

A. EVALUATION CRITERIA

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the proposals:

DESCRIPTION	WEIGHTING
Firm and Staff Qualifications & Experience	45%
Project Approach, Key Personnel, Industry Knowledge, Warranty Compliance	30%
Pricing	25%
TOTAL	100%

The following items may be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. Cost factors associated with performing the work required by the contract.
2. Length of time the Offeror will warranty their workmanship and materials.
3. The Offeror's demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
4. The ability and willingness of the Offeror to meet or exceed the specifications and standards of this solicitation and Offeror's understanding and perceived perception of the scope of work contained herein.
5. The content and quality of the Offeror's proposal and other presentation materials.

Each proposal will be reviewed in entirety and assigned a score with respect to each of the criteria. The proposals will be ranked by the evaluation committee according to their total weighted ranking.

SECTION 5 – SUBMITTAL PREPARATION REQUIREMENTS



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

RFP #22RP015

Offerors are **not** required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your proposal. Please review the submittal requirements below for the list of information to be included with your proposal.

It is preferred that all submittals be prepared on 8½" X 11" paper and printed on one (1) side only. Foldout pages should be kept to a minimum. Offerors are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed below.

To constitute a valid responsive proposal by the Offeror to this solicitation, a **MINIMUM** the following items **MUST** be included as part of Offeror's Proposal:

- Firm Qualifications & Experience** – The Offeror shall submit a Firm and Staff Qualifications summary document that illustrates the Offeror's understanding of the objectives of this solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Offeror and their employee's abilities to successfully complete the scope of work represented in this solicitation. The Firm and Staff Qualifications summary document should include a **MINIMUM** of the following items:
 - Offeror's document shall contain a synopsis of the firm's history, including a statement indicating the length of time the Offeror has been doing business in the Phoenix Metropolitan area.
 - Offeror's document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. Experience shall reflect a minimum of five (5) years in a commercial setting.
 - Offeror's document shall contain a comprehensive description of all services that shall be provided.
 - The method by which the company and its service personnel are to be contacted by the City, including the method utilized to dispatch service personnel to a City facility.
 - A description of the process utilized by the Company to comply with the employee background checks & drug screening requirements as specified in this document.
 - An overview of the Company's internal training program to ensure technicians are properly trained & certified including any continuing education program to keep employees up to date on new technologies and repair/service techniques.
 - An organization chart of the Company's employees which identifies by name, and title, key personnel related to the service to be provided and described by the specifications.

- Key Personnel/Staff Qualifications & Resumes** – Offeror's proposal shall include the qualifications of the key personnel that will be involved in projects covered by the scope of this solicitation. The qualifications provided shall include resumes, academic credentials, applicable training classes, Professional Certifications, Professional Association Memberships, etc.
 - A description of relevant experience as it relates to HVAC filters and maintenance services for the last three (3) years.
 - Applicable training, academic credentials, and/or Professional Certifications.
 - Offer shall indicate which employees are NAFA certified technicians. Provide a copy of the certification(s).Offeror shall indicate which employee(s) is CAFS certified. A copy of the certification(s) shall be included with proposal.

- Project Approach** – Bidder's document shall demonstrate an understanding of the goals identified herein for this project. Bidder's proposal shall address a MINIMUM of the following key project areas:
 - Provide a basic overview for the accomplishment of these goals.
 - Provide an example of an invoice with your proposal that would be issued for services at Building #18 from Exhibit "A" to show structure and pricing breakdowns for goods and services.
 - Offeror shall describe how they will comply with the recommended replacement schedule as reflected in Exhibit "A".
- Industry Knowledge/Additional Information** - Offeror's proposal shall identify the Offeror's familiarity with the issues pertinent to this project which enhances your qualifications to successfully perform the work reference herein.
- Reference List** – Offeror's proposal shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. Offeror's proposal shall include a MINIMUM of three (3) letters of reference that illustrate this.
- Warranty Statement** – Offeror shall submit a statement of the warranty coverage for all products and labor covered by the scope of this contract. Warranty statement shall include all exclusions and conditions.
- Safety Program** -The contractor shall submit details on their regular safety program for its employees to ensure safe working environments per Section 2.A.11.2 as part of their proposal.
- Exceptions** – Offeror shall include all exceptions taken in regard to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified in their submittal document. Exceptions taken by the Offeror shall be used in the evaluation process. If the Offeror does not indicate exceptions in their submittal document this will signify to the City that the Offeror is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated.
- Proposal/Proposal Copies** – Offeror shall submit one (1) unbound original proposal and four (4) copies. Proposal copies may be bound if the Offeror so desires.
- Offer/Acceptance Document (COS Form)** – Complete Offer portion of the document, signed in ink.
- Pricing Proposal (COS Form)** – Fully completed Pricing Proposal Form.
- General Disclosure Form (COS Form)** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form (COS Form)** – Fully completed Litigation Disclosure Form, signed in ink.
- References (COS Form)** – Fully completed Reference Form.
- Bidder Questionnaire Form(s) Company Information (COS Form)** – Fully completed Bidder Questionnaire Form(s) Company Information.

NOTE:

"Please **do not** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist."

All submittals are to be completed on the City of Scottsdale (COS) forms without any alterations; failure to do so may result in your submittal being rejected.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
D.L. SALES CORP., dba DAVE DOWNING & ASSOCIATES**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of compensation is in accordance with Section 3 of this agreement

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$100,000 annually or \$500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor compensation in accordance with the rates as set forth in the City of Scottsdale Contract No. #22RP015, for HVAC filter replacement and maintenance services at City of Glendale facilities on an as-needed basis.

PRICING PROPOSAL FORM- PAGE 2 of 12



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES
RFP #22RP015

Pricing Table:

#	Building Code	Building Name and Address	Total Filter Cost per frequency/ per building	Total Labor Cost per frequency per building
1	1353	Agua Linda Park Rec 8732 E McDonald Dr.	\$ <u>5.02</u>	\$ <u>5.00</u>
2	1523	Scottsdale Stadium 7408 E Osborn Rd.	\$ <u>1464.33</u>	\$ <u>1050.00</u>
3a	1506	Civic Center Library 3839 N Drinkwater Blvd. 1x Frequency	\$ <u>5273.20</u>	\$ <u>650.00</u>
3b	1506	Civic Center Library 3839 N Drinkwater Blvd. 4x Frequency	\$ <u>444.55</u>	\$ <u>410.00</u>
4	1500	City Hall 3939 N Drinkwater Blvd.	\$ <u>211.27</u>	\$ <u>175.00</u>
5	1211	South Corporation Yard Complex 7601 E McKellips Rd, Tempe	\$ <u>339.84</u>	\$ <u>290.00</u>
6	1520	Adaptive Services Center 8102 E Jackrabbit	\$ <u>98.99</u>	\$ <u>85.00</u>
7	1408	Eldorado Park S Office/Restroom 2311 N Miller Rd.	\$ <u>11.24</u>	\$ <u>10.00</u>
8	1407	Eldorado Park Pool 2311 N Miller Rd.	\$ <u>120.04</u>	\$ <u>105.00</u>
9	1402	Eldorado Park Maintenance Compound 2311 N Miller Rd.	\$ <u>9.59</u>	\$ <u>10.00</u>
10	1419	Eldorado Park Recreation 2311 N Miller Rd	\$ <u>507.93</u>	\$ <u>475.00</u>
11	1516	Technology Center 3629 N Drinkwater Blvd	\$ <u>46.22</u>	\$ <u>45.00</u>
12a	1590	Granite Reef Senior Center 1700 N Granite Reef Rd 1x Frequency	\$ <u>60.65</u>	\$ <u>50.00</u>
12b	1590	Granite Reef Senior Center 1700 N Granite Reef Rd 4x Frequency	\$ <u>264.34</u>	\$ <u>240.00</u>
13	1527	Little Red School House Graphics - Building E 7333 E Scottsdale Mall	\$ <u>25.95</u>	\$ <u>25.00</u>
14a	Multiple	Justice Center 3700 N 75th St 1x Frequency	\$ <u>113.93</u>	\$ <u>95.00</u>

COMPANY NAME: DL SALES dba DAVE DOWNING & ASSOC.

PRICING PROPOSAL FORM- PAGE 3 of 12



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES
RFP #22RP015

Pricing Table - Cont'd:

#	Building Code	Building Name and Address	Total Filter Cost per frequency/ per building	Total Labor Cost per frequency per building
14b	Multiple	Justice Center 3700 N 75th St 2x Frequency	\$ <u>75.73</u>	\$ <u>70.00</u>
14c	Multiple	Justice Center 3700 N 75th St 4x Frequency	\$ <u>535.68</u>	\$ <u>500.00</u>
15	1420	Livery Stables 3806 N Brown Ave	\$ <u>6.01</u>	\$ <u>5.00</u>
16	1585	Paiute Neighborhood Complex 3210 N 66th St	\$ <u>264.50</u>	\$ <u>245.00</u>
17	1191	Hontz Police Department/Training 911 E Stadem Dr. Tempe, AZ	\$ <u>186.67</u>	\$ <u>160.00</u>
18a	1701	Police District 1 - Building A 7601 E McKellips Rd 1x Frequency	\$ <u>5181.09</u>	\$ <u>640.00</u>
18b	1701	Police District 1 - Building A 7601 E McKellips Rd 4x Frequency	\$ <u>493.80</u>	\$ <u>410.00</u>
18c	1701	Police District 1 - Building A 7601 E McKellips Rd 12x Frequency	\$ <u>346.09</u>	\$ <u>320.00</u>
19	1431	Pima Park Recreation 8600 E Thomas Rd	\$ <u>4.79</u>	\$ <u>5.00</u>
20	1310	67th Place PS/Code Enforcement 2935 N 67th Pl	\$ <u>12.54</u>	\$ <u>10.00</u>
21a	1517	SCPA 7384 E 2nd St 1x Frequency	\$ <u>6890.52</u>	\$ <u>530.00</u>
21b	1517	SCPA 7384 E 2nd St 4x Frequency	\$ <u>603.34</u>	\$ <u>800.00</u>
22a	1525	SMOCA 7374 E 2nd St 1x Frequency	\$ <u>2929.83</u>	\$ <u>390.00</u>
22b	1525	SMOCA 7374 E 2nd St 4x Frequency	\$ <u>260.85</u>	\$ <u>240.00</u>
23a	1533	SMOW 3830 N. Marshall Way 1x Frequency	\$ <u>2768.30</u>	\$ <u>340.00</u>
23b	1533	SMOW 3830 N. Marshall Way 4x Frequency	\$ <u>217.72</u>	\$ <u>205.00</u>
24a	1531	SMOW Administrative Learning Center 7084 2nd St 1x Frequency	\$ <u>341.92</u>	\$ <u>50.00</u>

COMPANY NAME: DL SALES dba DAVE DOWNING & ASSOC.

PRICING PROPOSAL FORM- PAGE 4 of 12



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

RFP #22RP015

Pricing Table – Cont'd:

#	Building Code	Building Name and Address	Total Filter Cost per frequency/ per building	Total Labor Cost per frequency per building
24b	1531	SMOW Administrative Learning Center 7084 2nd St 4x Frequency	\$ <u>30.27</u>	\$ <u>25.00</u>
25	1230	Vista del Camino Park Recreation 7700 E Roosevelt	\$ <u>216.18</u>	\$ <u>185.00</u>
26a	2561	Aviation Business Center 15000 N Airport Dr 1x Frequency	\$ <u>1708.24</u>	\$ <u>470.00</u>
26b	2561	Aviation Business Center 15000 N Airport Dr 4x Frequency	\$ <u>542.10</u>	\$ <u>110.00</u>
27	2581	Airport Operations Building 15255 N Airport Dr	\$ <u>253.92</u>	\$ <u>140.00</u>
28a	1500	Arabian Library 10215 E McDowell Mountain Ranch Rd 1x Frequency	\$ <u>44.53</u>	\$ <u>40.00</u>
28b	1500	Arabian Library 10215 E McDowell Mountain Ranch Rd 4x Frequency	\$ <u>148.11</u>	\$ <u>120.00</u>
29a	3010	Appaloosa Library 7377 E Silverstone Dr 1x Frequency	\$ <u>1068.00</u>	\$ <u>60.00</u>
29b	3010	Appaloosa Library 7377 E Silverstone Dr 4x Frequency	\$ <u>67.60</u>	\$ <u>120.00</u>
30	2411	Aztec Park School Room 13750 N 100th St	\$ <u>10.71</u>	\$ <u>10.00</u>
31	2430	Cactus Park 2434 Cactus Park	\$ <u>183.72</u>	\$ <u>130.00</u>
32	2507	Scottsdale Sports Complex 8081 E. Princess Dr	\$ <u>10.99</u>	\$ <u>10.00</u>
33a	2100	North Corp Yard 9191 E. San Salvador Dr. 2x Frequency	\$ <u>242.82</u>	\$ <u>245.00</u>
33b	2100	North Corp Yard 9191 E. San Salvador Dr. 4x Frequency	\$ <u>643.53</u>	\$ <u>670.00</u>
34	1599	Fire Station 601- Old 2857 N Miller Rd	\$ <u>27.55</u>	\$ <u>25.00</u>
35	1601	Fire Station 601 1901 N Miller Rd	\$ <u>119.04</u>	\$ <u>75.00</u>
36a	1602	Fire Station 602 7522 E Indian School Rd	\$ <u>5.35</u>	\$ <u>10.00</u>

COMPANY NAME: DL SALES dba DAVE DAWNING & ASSOC.

PRICING PROPOSAL FORM- PAGE 5 of 12



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

RFP #22RP015

Pricing Table – Cont'd:

#	Building Code	Building Name and Address	Total Filter Cost per frequency/ per building	Total Labor Cost per frequency per building
36b	1602	Fire Station 602 7522 E Indian School Rd	\$ <u>48.31</u>	\$ <u>50.00</u>
37	1603	Fire Station 603 8191 E Indian Bend Road	\$ <u>124.70</u>	\$ <u>120.00</u>
38	1604	Fire Station 604 9045 E Via Linda	\$ <u>58.83</u>	\$ <u>35.00</u>
39	1605	Fire Station 605 7455 E Shea Rd	\$ <u>94.30</u>	\$ <u>65.00</u>
40	1606	Fire Station 606 10850 E Via Linda	\$ <u>86.04</u>	\$ <u>45.00</u>
41	1607	Fire Station 607 11230 N 132nd St	\$ <u>62.20</u>	\$ <u>30.00</u>
42a	1608	Fire Station 608 9598 E Cactus Rd 1x Frequency	\$ <u>10.96</u>	\$ <u>10.00</u>
42b	1608	Fire Station 608 9598 E Cactus Rd 4x Frequency	\$ <u>113.16</u>	\$ <u>70.00</u>
43	1609	Fire Station 609 14970 N 78th Way	\$ <u>48.18</u>	\$ <u>45.00</u>
44	1610	Fire Station 610 16701 N 100th St	\$ <u>86.00</u>	\$ <u>45.00</u>
45	1611	Fire Station 611 20355 N Pima Rd	\$ <u>92.24</u>	\$ <u>40.00</u>
46	1613	Fire Station 613 26380 N Hayden Rd	\$ <u>144.48</u>	\$ <u>110.00</u>
47a	1614	Fire Station 614 27775 N. Alma School Pkwy 1x Frequency	\$ <u>9.67</u>	\$ <u>10.00</u>
47b	1614	Fire Station 614 27775 N. Alma School Pkwy 4x Frequency	\$ <u>68.41</u>	\$ <u>40.00</u>
48	1615	Fire Station 615 31802 N Pima Rd	\$ <u>78.06</u>	\$ <u>50.00</u>
49	1616	Fire Station 616 10905 E Loving Tree Lane	\$ <u>47.79</u>	\$ <u>45.00</u>
50	2591	Gateway Trailhead Building 18333 N Thompson Peak Pkwy	\$ <u>6.53</u>	\$ <u>5.00</u>
51	2101	Water Administration 9379 E San Salvador	\$ <u>373.12</u>	\$ <u>365.00</u>
52	2102	Water Operations 9312 N 94th St	\$ <u>280.22</u>	\$ <u>205.00</u>
53	2626	Horizon Park Restroom /Concessions 15444 N 100th St	\$ <u>5.35</u>	\$ <u>5.00</u>

COMPANY NAME: D L SALES dba DAVE DOWNING & ASSOC.

PRICING PROPOSAL FORM- PAGE 6 of 12



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES
RFP #22RP015

Pricing Table - Cont'd:

#	Building Code	Building Name and Address	Total Filter Cost per frequency/ per building	Total Labor Cost per frequency per building
54	2628	Horizon Park Recreation 15444 N 100th St	\$ <u>357.44</u>	\$ <u>325.00</u>
55	2502	McDowell Mountain Ranch Park Aquatics Center 15525 N. Thompson Peak Pkwy	\$ <u>278.25</u>	\$ <u>260.00</u>
56	2421	Mountain View Park Recreation 8625 E Mountain View Rd	\$ <u>170.97</u>	\$ <u>180.00</u>
57a	2120	Mustang Library 10101 N 90th St 1x Frequency	\$ <u>164.98</u>	\$ <u>5.00</u>
57b	2120	Mustang Library 10101 N 90th St 3x Frequency	\$ <u>423.90</u>	\$ <u>195.00</u>
57c	2120	Mustang Library 10101 N 90th St 4x Frequency	\$ <u>359.14</u>	\$ <u>330.00</u>
58	1704	Police District 4 20363 N Pima Rd	\$ <u>170.79</u>	\$ <u>160.00</u>
59	1713	Radio Site PD4 20335 N Pima Rd	\$ <u>19.33</u>	\$ <u>10.00</u>
60	3008	Pinnacle Peak Park Office 26802 N 102nd Way	\$ <u>5.35</u>	\$ <u>5.00</u>
61	2151	Rio Montana Park Recreation 11180 N 132nd St	\$ <u>14.80</u>	\$ <u>15.00</u>
62	2569	SIS Bowtie 15636 N 78th St	\$ <u>285.10</u>	\$ <u>265.00</u>
63	2555	Thunderbird Facility 13665 N Scottsdale Rd	\$ <u>16.34</u>	\$ <u>20.00</u>
64	1445	Thompson Peak Park 20199 N. 78th Pl	\$ <u>34.38</u>	\$ <u>25.00</u>
65	2568	Solid Waste Transfer Station Admin Modular 8417 E. Union Hills Dr	\$ <u>9.65</u>	\$ <u>10.00</u>
66	1558	Chaparral Park Recreation 5401 N Hayden Rd	\$ <u>28.46</u>	\$ <u>30.00</u>
67	1561	Chaparral Park Pool 5401 N Hayden Rd	\$ <u>24.43</u>	\$ <u>25.00</u>
68	1557	Chaparral Park N Maintenance 5751 N Hayden Rd	\$ <u>19.33</u>	\$ <u>10.00</u>
69	1570	Chesnutt Park Recreation 4565 N Granite Reef	\$ <u>5.62</u>	\$ <u>5.00</u>
70	1551	Indian School Park Club SAR 8055 E Camelback Rd	\$ <u>401.80</u>	\$ <u>350.00</u>
71	1547	Indian School Park Giants Training 4289 N Hayden Rd	\$ <u>238.09</u>	\$ <u>200.00</u>
72	2155	Police Department Advocacy Ctr 10225 E Via Linda	\$ <u>205.65</u>	\$ <u>160.00</u>

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HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

RFP #22RP015

Pricing Table – Cont'd:

#	Building Code	Building Name and Address	Total Filter Cost per frequency/ per building	Total Labor Cost per frequency per building
73	1550	Indian School Park Visitor Center 4201 N Hayden	\$ <u>90.59</u>	\$ <u>80.00</u>
74	1543	Indian School Park Tennis Center 4289 N Hayden Rd	\$ <u>31.92</u>	\$ <u>30.00</u>
75	1531	SMOW Administrative Learning Center 7084 2nd St	\$ <u>30.27</u>	\$ <u>25.00</u>
76a	1354	McCormick Railroad Park Stillman Railroad Park 7301 E. Indian Bend Rd 1x Frequency	\$ <u>1113.50</u>	\$ <u>140.00</u>
76b	1354	McCormick Railroad Park Stillman Railroad Park 7301 E. Indian Bend Rd 4x Frequency	\$ <u>242.32</u>	\$ <u>215.00</u>
77	1511	One Civic Center 7447 E. Indian School Rd	\$ <u>122.02</u>	\$ <u>535.00</u>
78	1600	Police Department/ Fire Headquarters 8401 E Indian School Rd	\$ <u>779.53</u>	\$ <u>720.00</u>
79	1703	Police District 3 9065 E Via Linda	\$ <u>3533.23</u>	\$ <u>700.00</u>
80	2119	Scottsdale Ranch Park Tennis Center 10400 E Via Linda	\$ <u>21.02</u>	\$ <u>15.00</u>
81	2150	Via Linda Senior Center 10440 E. Via Linda	\$ <u>545.62</u>	\$ <u>470.00</u>
82	1610	Community Design Studio 7506 E. Indian School Rd	\$ <u>107.52</u>	\$ <u>80.00</u>
83a	2532	WestWorld 16601 N Pima Rd 3x Frequency	\$ <u>24263.80</u>	\$ <u>2900.00</u>
83b	2532	WestWorld 16601 N Pima Rd 6x Frequency	\$ <u>1859.59</u>	\$ <u>1700.00</u>
84	1714	Radio Site Well FS814 27777 N. Alma School Pkwy.	\$ <u>19.33</u>	\$ <u>10.00</u>
85	3013	Radio Site Well 89 39205 N. Alister McKenzie Dr	\$ <u>19.33</u>	\$ <u>10.00</u>
86	1710	Radio Site FS 610 16695 N. 100th St	\$ <u>19.33</u>	\$ <u>10.00</u>

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HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES
RFP #22RP015

Offeror shall submit pricing for other requested services as specified in Section 2.A.12

#	DESCRIPTION	RATE
a	Hourly labor rate for filter replacement service during business hours' and outside of routine maintenance schedule	\$ <u>60.00</u> /per replacement ^{Hour}
b	Hourly labor rate for filter replacement service during "After Hours' time"	\$ <u>60.00</u> /per hour
c	Hourly labor rate for filter replacement service during "Weekend & Holiday" time	\$ <u>60.00</u> /per hour

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PRICING PROPOSAL FORM (INDIVIDUAL FILTER UNIT PRICE) – PAGE 9 of 12



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

RFP #22RP015

Individual Filter Pricing shall be the same as filter pricing provided in Pricing Table above. Although the following tables will not be part of the pricing evaluation it shall be part of an awarded contract.

FILTER TYPE A

ITEM #	FILTER SIZE	UNIT PRICE
1	6 x 6 x 2	\$ <u>1.64</u>
2	6 x 16 x 1	\$ <u>2.52</u>
3	8 x 8 x 2	\$ <u>2.14</u>
4	8 x 16 x 1	\$ <u>3.53</u>
5	8 x 20 x 1	\$ <u>2.88</u>
6	8 x 20 x 2	\$ <u>3.04</u>
7	8 x 32 x 1	\$ <u>4.00</u>
8	10 x 10 x 1	\$ <u>5.34</u>
9	10 x 16 x 1	\$ <u>2.88</u>
10	10 x 18 x 1	\$ <u>3.52</u>
11	10 x 18 x 2	\$ <u>3.77</u>
12	10 x 20 x 1	\$ <u>4.65</u>
13	10 x 22 x 1	\$ <u>3.91</u>
14	10 x 20 x 1	\$ <u>4.65</u>
15	10 x 25 x 1	\$ <u>3.27</u>
16	10 x 46 x 1	\$ <u>6.60</u>
17	11 x 20 x 1	\$ <u>5.38</u>
18	11-1/2 x 19 x 1/2	\$ <u>5.38</u>
19	12 x 12 x 1	\$ <u>5.50</u>
20	12 x 12 x 2	\$ <u>3.07</u>
21	12 x 16 x 1	\$ <u>3.24</u>
22	12 x 18 x 2	\$ <u>3.83</u>
23	12 x 20 x 1	\$ <u>4.79</u>
24	12 x 20 x 2	\$ <u>5.70</u>
25	12 x 24 x 1	\$ <u>5.12</u>

ITEM #	FILTER SIZE	UNIT PRICE
26	12 x 24 x 2	\$ <u>4.86</u>
27	12 x 24 x 4	\$ <u>7.97</u>
28	12X35-3/4x1	\$ <u>10.37</u>
29	12 x 36 x 1	\$ <u>6.12</u>
30	12 x 37 x 1	\$ <u>11.49</u>
31	13 x 21½ x 1	\$ <u>6.82</u>
32	13 x 14 x 1	\$ <u>5.06</u>
33	14 x 14 x 2	\$ <u>5.79</u>
34	14 x 16 x 2	\$ <u>5.79</u>
35	14 x 18 x 2	\$ <u>5.80</u>
36	14 x 20 x 2	\$ <u>5.34</u>
37	14 x 22 x 1	\$ <u>5.50</u>
38	14 x 25 x 1	\$ <u>5.24</u>
39	14 x 25 x 2	\$ <u>6.43</u>
40	14 x 26 x 2	\$ <u>7.77</u>
41	14 x 35 x 2	\$ <u>10.63</u>
42	15 x 15 x 1	\$ <u>4.35</u>
43	15 x 17 x 1	\$ <u>5.43</u>
44	15 x 20 x 2	\$ <u>5.82</u>
45	15E x 25 x 1	\$ <u>5.29</u>
46	16 x 16 x 1	\$ <u>5.53</u>
47	16 x 16 x 2	\$ <u>5.88</u>
48	16 x 18 x 1	\$ <u>5.08</u>
49	16 x 18 x 2	\$ <u>5.41</u>
50	16 x 19 x 1	\$ <u>5.73</u>

COMPANY NAME: DL SALES dba DAVE DOWNING & ASSOC.

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HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

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FILTER TYPE A – CONT'D

ITEM #	FILTER SIZE	UNIT PRICE
51	16 x 20 x 1	\$ 4.50
52	16 x 20 x 1	\$ 4.50
53	16 x 20 x 2	\$ 4.79
54	16 x 20 x 4	\$ 8.44
55	16 x 24 x 1	\$ 5.63
56	16 x 24 x 2	\$ 6.36
57	16 x 25 x 1	\$ 5.02
58	16 x 25 x 2	\$ 5.31
59	16 x 25 x 4	\$ 9.54
60	16 x 30 x 1	\$ 7.78
61	16 x 30 x 2	\$ 8.09
62	16 x 33 x 2	\$ 8.71
63	16 x 38 x 2	\$ 10.05
64	17 x 19 x 1	\$ 6.70
65	17 x 27 x 1	\$ 8.65
66	17 x 30 x 1	\$ 7.00
67	18 x 18 x 1	\$ 6.08
68	18 x 18 x 2	\$ 6.72
69	18 x 20 x 1	\$ 6.05
70	18 x 20 x 2	\$ 7.13
71	18 x 24 x 2	\$ 6.62
72	18 x 25 x 1	\$ 6.59
73	18 x 25 x 2	\$ 7.37
74	18 x 26 x 2	\$ 6.91
75	18 x 27 x 1	\$ 8.16

ITEM #	FILTER SIZE	UNIT PRICE
76	18 x 27 x 2	\$ 9.43
77	18 x 30 x 1	\$ 6.92
78	18 x 30 x 2	\$ 8.32
79	18 x 35 x 2	\$ 10.36
80	18 x 46 x 2	\$ 13.15
81	18-1/4X22X2	\$ 7.81
82	18-1/4X33X2	\$ 9.83
83	19 x 27 x 1	\$ 8.16
84	19 x 38 x 1	\$ 11.59
85	20 x 20 x 1	\$ 4.83
86	20 x 20 x 2	\$ 5.35
87	20 x 20 x 4	\$ 5.91
88	20 x 21 x 1	\$ 5.47
89	20 x 22 x 1	\$ 5.88
90	20 x 24 x 1	\$ 6.59
91	20 x 24 x 2	\$ 6.63
92	20 x 24 x 4	\$ 10.81
93	20 x 25 x 1	\$ 5.62
94	20 x 25 x 2	\$ 6.01
95	20 x 25 x 4	\$ 10.49
96	20 x 26 x 1	\$ 6.92
97	20 x 28-3/4 x 2	\$ 8.32
98	20 x 30 x 1	\$ 8.10
99	20 x 30 x 2	\$ 9.67
100	20 x 32 x 1	\$ 8.36

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PRICING PROPOSAL FORM (INDIVIDUAL FILTER UNIT PRICE) – PAGE 11 of 12



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

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FILTER TYPE A – CONT'D

ITEM #	FILTER SIZE	UNIT PRICE
101	20 x 36 x 1	\$ <u>8.74</u>
102	20 x 38 x 1	\$ <u>10.36</u>
103	20-1/2 x 22 x 2	\$ <u>7.62</u>
104	21 x 21 x 1	\$ <u>6.70</u>
105	21 x 26 x 1	\$ <u>9.95</u>
106	21-1/2 x 23-1/2 x 1	\$ <u>6.40</u>
107	22 x 23 x 1	\$ <u>6.81</u>
108	22 x 26 x 1	\$ <u>8.29</u>
109	24 x 24 x 1	\$ <u>6.14</u>
110	24 x 24 x 2	\$ <u>5.63</u>
111	24 x 24 x 4	\$ <u>11.11</u>
112	24 x 30 x 2	\$ <u>12.84</u>
113	25 x 25 x 2	\$ <u>8.87</u>

FILTER TYPE B

ITEM #	FILTER SIZE	UNIT PRICE
1	24 x 24 x 6	\$ <u>77.45</u>
2	12 x 24 x 12	\$ <u>44.88</u>
3	24 x 24 x 12	\$ <u>90.17</u>
4	24 x 20 x 12	\$ <u>84.38</u>
5	20 x 20 x 12	\$ <u>85.20</u>

FILTER TYPE C

ITEM #	FILTER SIZE	UNIT PRICE
1	12 x 24 x 12	\$ <u>63.23</u>
2	24 x 24 x 12	\$ <u>89.00</u>
3	24 x 20 x 12	\$ <u>89.49</u>
4	20 x 20 x 12	\$ <u>85.20</u>

FILTER TYPE D

ITEM #	FILTER SIZE	UNIT PRICE
1	12 x 24 x 4	\$ <u>6.77</u>
2	24 x 24 x 4	\$ <u>10.32</u>

FILTER TYPE E

ITEM #	FILTER SIZE	UNIT PRICE
1	24X24X12	\$ <u>90.72</u>
2	24X12X12	\$ <u>64.72</u>
3	24X20X12	\$ <u>90.92</u>
4	20X16X12	\$ <u>100.92</u>
5	20X20X12	\$ <u>83.71</u>
7	24X24X6	\$ <u>83.54</u>

FILTER TYPE F

ITEM #	FILTER SIZE	UNIT PRICE
1	12 x 24 x 2	\$ <u>16.31</u>
2	24 x 24 x 2	\$ <u>23.55</u>

COMPANY NAME: DL SALES dba DAVE DOWNING & ASSOC.



HVAC FILTER REPLACEMENT AND MAINTENANCE SERVICES

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****TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

COMPANY NAME: DL SALES dba DAVE DOWNING & ASSOC.