

**AGREEMENT FOR
ROOFTOP HEAT PUMP REPLACEMENT
City of Glendale Solicitation No. IFB 23-16**

This Agreement for Rooftop Heat Pump Replacement ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Cool Zone Air Conditioning and Heating, LLC, an Arizona limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the 31 day of October, 2022.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 23-16 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$100,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. **Contractor and Sub-contractors.** Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. **General Liability.**
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. **Auto.** A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. **Workers' Compensation and Employer's Liability.** A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. **Notice of Changes.** Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. **Certificates of Insurance.**
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **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.

11. **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.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Cool Zone Air Conditioning and Heating, LLC
c/o David J. Flemm
PO Box 2480
Peoriz, AZ 85380
dflemm@coolzoneair.com
623-322-0933

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Connie Schneider
5850 W Glendale Ave #317
Glendale, Arizona 85301
623-930-2868

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 **Renewals.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 **Extension for Procurement Process.** Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

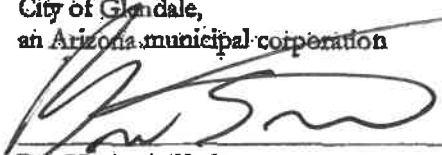
17. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

18. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.


- Exhibit A Project
- Exhibit B Compensation

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

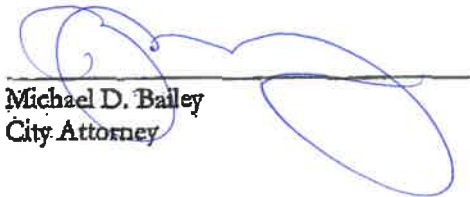
for 
By: Kevin R. Phelps
Its: City Manager

ATTEST:



Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

Cool Zone Air Conditioning and Heating, LLC,
an Arizona limited liability company



By: David J. Flemm
Its: Owner

EXHIBIT A

Rooftop Heat Pump Replacement (IFB 23-16)

PROJECT

The Contract is to replace existing packaged rooftop heat pumps with new packaged rooftop heat pumps to include all materials and labor as described in IFB 23-16. Unit pricing shall be firm include the cost of freight and all other associated direct or indirect costs, including taxes.



**SOLICITATION NUMBER: IFB 23-16 /
42300019**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301**

ROOFTOP HEAT PUMP REPLACEMENT

1. INTRODUCTION

The City of Glendale Community Housing Division (City) owns and maintains three low-income housing complexes. At one of the properties, Cholla Vista Apartments, many of the rooftop heat pumps are over 20 years old. The City is proactively replacing these outdated HVAC units before they need repair or fail.

2. OBJECTIVES

The City is seeking qualified proposals from ROC licensed Contractors (Bidder) to replace existing packaged rooftop heat pumps with new packaged rooftop heat pumps. The resulting Agreement shall provide for all materials and labor. Unit pricing shall be firm include the cost of freight and all other associated direct or indirect costs, including taxes.

We have an immediate need to replace the following: one (1) 4-ton unit, four (4) 3-ton units, and eleven (11) 2-ton units.

The City is requesting two (2) quotes. The first is a “package” quote to replace all 16 (sixteen) units at once. The second requested quote is a price per unit (i.e., 4 ton, 3, ton, 2 ton) if replaced separately.

3. GENERAL SPECIFICATIONS

The following specifications shall be provided by Bidder:

- 3.1 Remove and discard existing roof top unit, metal frame, duct and condensate drain. Capture and properly dispose of refrigerant.**
- 3.2 Provide and install a new Trane or similar brand packaged rooftop mounted heat pump unit with minimum SEER rating or higher as required by the current city of Glendale adopted International Energy Conservation Code (IECC).**
- 3.3 Verify size/tonnage before installation and replace with same.**
- 3.4 Provide the manufacturer service to install new unit.**
- 3.5 Provide and install new down discharge curb and ducts. Connect to existing supply and return duct through roof. Seal roof watertight. Seal supply and return ducts air and vapor tight.**
- 3.6 Insulate metal curb on all sides exposed to the external environment.**
- 3.7 Provide new digital manual turn over thermostat.**
- 3.8 Provide new thermostat wiring from heat pump to the thermostat if needed.**
- 3.9 Provide new disconnect and electrical whip.**
- 3.10 Provide additive alternate to replace the electrical circuit breaker in the panel if the wrong size.**



**SOLICITATION NUMBER: IFB 23-16 /
42300019**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301**

ROOFTOP HEAT PUMP REPLACEMENT

- 3.11 Provide and install new condensate drain with P-trap, vent on down flow side and two unions. Minimum depth of P-trap 2-inches or as recommended by heat pump manufacturer.**
- 3.12 Condensate line to extend over the edge of the roof and the same location as existing or as directed by the COG representative.**
- 3.13 Paint the condensate line with a color that roughly matches the roofing materials.**
- 3.14 Provide all miscellaneous parts, sealants, and other supplies to complete the installation**
- 3.15 Provide a complete and fully functioning system.**
- 3.16 Include sales tax in proposal.**

4. REQUIRED SPECIFICATIONS


- 4.1 All work to be comply with applicable building, mechanical and energy codes including city of Glendale code amendments.**
- 4.2 Provide a minimum five (5) year warranty on compressor and two (2) year parts and labor**
- 4.3 Bidder agrees to terms and conditions of HUD 5370EZ General Contract Conditions for Small Construction/Development Contracts. For details go to <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-EZ.pdf>**
- 4.4 Bidder to meet or exceed applicable and recent Davis Bacon Act prevailing wage for staff working on project. For details go to <https://sam.gov/wage-determination/AZ20200031/5>**
- 4.5 Bidder to register in SAM.gov <https://sam.gov/content/entity-registration> if selected**
- 4.6 Bidder to provide W-9 if selected**
- 4.7 Bidder to provide Certificate of Insurance if selected**

5. QUANTITIES

The quantities referenced in this solicitation above are close estimates for current needs ONLY and are to be used for information purposes only.

6. BRAND NAME OR EQUIVALENT

There are a number of products that have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Rather, it is to set the standard of quality, design, performance and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of material, design and performance will be considered if sufficient evidence and information is given to

	<p style="text-align: center;">SOLICITATION NUMBER: IFB 23-16 / 42300019</p> <p style="text-align: center;">ROOFTOP HEAT PUMP REPLACEMENT</p>	<p style="text-align: center;">CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

establish it as equivalent and the City determines the product to be equivalent to the brand name and specifications.

7. DELIVERY

- **Delivery Time**
- **All deliveries shall be FOB Destination to site.**



City of Glendale
Solicitation Number: IFB 23-16 / 42300019
ROOFTOP HEAT PUMP REPLACEMENT
EXHIBITS PACKAGE


CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Bidders are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Invitation for Bids:

<https://www.glendaleaz.com/your-government/city-finances/procurement/procurement-policies>

Standard Terms and Conditions, Invitation for Bid – Revised 04-24-2009

- 1. TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" bids shall be rejected.
- 2. ALTERNATE OFFERS** Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
- 3. EFFECTIVE PERIOD OF OFFER** Bids shall be valid for a minimum of 120 days following the deadline for submitting bids. If an award is not made during that period, all bids shall be automatically extended for another 120 days. Bids will be automatically renewed until such time as either an award is made, or proper Notice is given to the Procurement Officer of bidder's intent to withdraw its bid. Bids may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
- 4. PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
- 5. UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
- 6. OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any bidder errors or omissions. No corrections will be permitted after the bids have been opened.
- 7. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified bidder from submitting a bid, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the bid due date. All bidders will be notified by a written addendum to the solicitation of any approved changes.
- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid

	City of Glendale Solicitation Number: IFB 23-16 / 42300019 ROOFTOP HEAT PUMP REPLACEMENT EXHIBITS PACKAGE	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

10. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
11. **SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
12. **SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with SDS covering those particular products the contractor may expose City employees or the general public to while working at the site.
13. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
14. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The bidder's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
15. **RESPONSIBILITY FOR CORRECTION** It is agreed that the bidder shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In




City of Glendale
Solicitation Number: IFB 23-16 / 42300019
ROOFTOP HEAT PUMP REPLACEMENT
EXHIBITS PACKAGE

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301


the event of a call back, Bidder agrees to give the City first priority. Bidder agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and bidder further agrees to be fully responsible for any consequential damages suffered by the City.

16. **WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The bidder expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
17. **REJECTION OF OFFERS** The City reserves the right to reject any or all bids, or any part thereof; to accept any bid or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
18. **DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
19. **ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
20. **CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
21. **PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the bid and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
22. **LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
23. **PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal

	City of Glendale Solicitation Number: IFB 23-16 / 42300019 ROOFTOP HEAT PUMP REPLACEMENT EXHIBITS PACKAGE	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award. Untimely protests will not be considered.

24. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
25. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
26. **ADDENDA** Any change to the bid will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the bid. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the bid. The City will not be responsible for bidders adjusting their bid based on oral or written instructions.
27. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
28. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed or identified.
29. **BID TABULATION** An electronic copy of the bid tabulation may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the bid title and number. The information will be available for distribution when the City has completed its evaluation process of the bids received.
30. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.
31. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
32. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this bid. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's

	City of Glendale Solicitation Number: IFB 23-16 / 42300019 ROOFTOP HEAT PUMP REPLACEMENT EXHIBITS PACKAGE	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

33. **VENDOR PERFORMANCE** Prior bidder performance in regard to product, service, or representation of/from the bidder may be used in evaluation of this bid. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this bid. No bid will be awarded to any bidder who is in default on any contract with the City.
34. **FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.
35. **NOTIFICATION OF AWARD** The successful bidder(s) will be notified that their bid has been accepted by the City Council as recommended for award.
36. **NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
37. **PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
38. **IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

	City of Glendale Solicitation Number: IFB 23-16 / 42300019 ROOFTOP HEAT PUMP REPLACEMENT EXHIBITS PACKAGE	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

39. CONTRACT ADMINISTRATOR The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:

- A. Establishing and maintaining records and documentation
- B. Monitoring the contractor’s performance
- C. Handling issues and disputes
- D. Exercising extension options
- E. Initiating contract modifications
- F. Initiating rebids or new solicitations

40. FORCE MAJEURE

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following circumstances:
 - 1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market.
 - 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.



City of Glendale
Solicitation Number: IFB 23-16 / 42300019
ROOFTOP HEAT PUMP REPLACEMENT
EXHIBITS PACKAGE

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

EXHIBIT 3: INSURANCE, BOND AND INDEMNIFICATION (If applicable)

- 1) **INSURANCE, BOND AND INDEMNIFICATION** (If applicable) The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers’ Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certificate by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of “A-” or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certificate of insurance compliance within ten (10) calendar days after notification of award. Certificate must include name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.


Certificate to be submitted to: Procurement, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

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

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

	City of Glendale Solicitation Number: IFB 23-16 / 42300019 ROOFTOP HEAT PUMP REPLACEMENT EXHIBITS PACKAGE	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

Combined Single Limit (CSL) \$1,000,000

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim \$1,000,000
Policy Aggregate \$2,000,000

- 2) **WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.



City of Glendale
Solicitation Number: IFB 23-16 / 42300019
ROOFTOP HEAT PUMP REPLACEMENT
RESPONSE WORKBOOK

CITY OF GLENDALE
Procurement Department
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Offerors to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME: Cool Zone Air Conditioning and Heating, LLC

OFFEROR ADDRESS: 8642 N 78th ave. #2 Peoria, AZ 85345



City of Glendale
Solicitation Number: IFB 23-16 / 42300019
ROOFTOP HEAT PUMP REPLACEMENT
RESPONSE WORKBOOK

CITY OF GLENDALE
Procurement Department
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

BIDDER SHEET (Must be printed, signed and returned upon completion)

Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

9-28-2022
 Date

Cool Zone Air Conditioning and Heating, LLC
 Legal Company Name

David J Flemm
 Printed Name (Authorized Signatory)

Owner
 Job Title

Offeror Certifies it is a (check only one): Proprietorship Partnership Corporation

dflemm@coolzoneair.com
 Email Address

PO Box 2480
 Mailing Street Address

623-322-0933
 Phone Number

Peoria, AZ 85380
 City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

(Enter Contact Name) (Enter Phone Number) (Enter Email Address)
 Contact Name Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 20-5299168

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number _____ Tax Rate: _____ OR No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

- Exhibit 1 - Special Notices
- Exhibit 2 - RFP Standard Terms and Conditions
- Exhibit 3 - Insurance Requirements
- Exhibit 4 - Template Agreement


(Print this form and sign here)
 Authorized Signature



City of Glendale
Solicitation Number: IFB 23-16 / 42300019
ROOFTOP HEAT PUMP REPLACEMENT
RESPONSE WORKBOOK

CITY OF GLENDALE
Procurement Department
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this IFB. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. REQUIRED SPECIFICATIONS

- 1.1 All work will comply with applicable building, mechanical and energy codes including city of Glendale code amendments.
YES yes NO
- 1.2 Bidder agrees to provide a minimum five (5) year warranty on compressor and two (2) year parts and labor.
YES yes NO
- 1.3 Bidder agrees to terms and conditions of HUD 5370EZ General Contract Conditions for Small Construction/Development Contracts. For details go to <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-EZ.pdf>.
YES yes NO
- 1.4 Bidder will meet or exceed applicable and recent Davis Bacon Act prevailing wage for staff working on project. For details go to <https://sam.gov/wage-determination/AZ20200031/5>.
YES yes NO
- 1.5 Bidder will register in <https://sam.gov/content/entity-registration> if selected Bidder to provide W-9 if selected.
YES yes NO
Bidder to provide Certificate of Insurance if selected.
YES yes NO

VENDOR EXCEPTIONS:

Per Exhibit 2.2; Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor's General Aggregate is only \$3,000,000



City of Glendale
Solicitation Number: IFB 23-16 / 42300019
ROOFTOP HEAT PUMP REPLACEMENT
RESPONSE WORKBOOK

CITY OF GLENDALE
Procurement Department
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Exhibit 3 shows lower requirements than stated above and we meet the requirements of Exhibit 3.

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

(Offeror to include response here)

CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet; Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

(Offeror to include response here)

EXHIBIT B
Rooftop Heat Pump Replacement (IFB 23-16)
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

As detailed on the attached Exhibit B.

NOT-TO-EXCEED AMOUNT

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

DETAILED PROJECT COMPENSATION

Attached as Exhibit B - Bidders Proposed Pricing



City of Glendale
Solicitation Number: IFB 23-16 / 42300019
ROOFTOP HEAT PUMP REPLACEMENT BIDDER SHEET
EXHIBIT B – Bidders Proposed Pricing

CITY OF GLENDALE
 Procurement Department
 5850 West Glendale Avenue,
 Suite 317
 Glendale, Arizona 85301

3. BIDDER SHEET

Contractor must complete the Pricing Schedule below. Proposed pricing must not increase for the first two (2) Terms of the agreement or the first initial term whichever is greater. Any items not clearly listed on Contractor's submitted price proposal will be considered included in Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

The City of Glendale Community Housing is requesting written quotes (with Seasonal Energy Efficiency Ratio (SEER) ratings and proposed manufacturer) for replacing the following HVAC units:

Instructions:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to: travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

ITEM #	Quantity / Unit Size	Brand	Description	Warranty Terms	Unit Price	Discount	Extended Price
1	(1) 2-Ton Unit	Carrier	50VTC243TP	5 year parts 2 year labor	\$6859.60	10 %	\$6236.00
2	(1) 3-Ton Unit	Carrier	50VTC363TP	5 year parts 2 year labor	\$7297.40	10 %	\$6634.00
3	(1) 4-Ton Unit	Carrier	50VTC483TP	5 year parts 2 year labor	\$7763.80	10 %	\$7058.00
4	Installation Hourly Rate				\$	%	\$

The items 1-4 would be replaced on an as needed basis

Vendor Comments:



City of Glendale
 Solicitation Number: IFB 23-16 / 42300019
ROOFTOP HEAT PUMP REPLACEMENT BIDDER SHEET
EXHIBIT B – Bidders Proposed Pricing

CITY OF GLENDALE
 Procurement Department
 5850 West Glendale Avenue,
 Suite 317
 Glendale, Arizona 85301

	Cost for replacing all 16 Units replaced at once	\$86,012.43
Quote 1	Discount Percentage Applied	5 %
	Total Cost	\$81,916.60
	Cost for replacing (11) 2-Ton Units	\$57955.48
Quote 2	Discount Percentage Applied	5 %
	Total Cost	\$55,247.28

ADDITIONAL DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES yes NO ____

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

TAX AMOUNT Provide your tax rate: We pay tax at point of purchase%



City of Glendale

Solicitation Number: IFB 23-16 / 42300019

**ROOFTOP HEAT PUMP REPLACEMENT BIDDER SHEET
EXHIBIT B – Bidders Proposed Pricing**

CITY OF GLENDALE
Procurement Department
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

OFFEROR NAME: Cool Zone air Conditioning and Heating, LLC