

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TRANE TECHNOLOGIES COMPANIES LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and Trane Technologies, a(n) Delaware limited liability authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 14, 2022, under S.A.V.E Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Trade Services (HVAC: Maintenance and Repair, New and Install Services) Contract, Contract No. T22-001-52 ("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 January 14, 2022, until the date the contract expires on January 13, 2025 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 January 13, 2028. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 13, 2025. The

City may renew the term of this Agreement for three (3) one-year periods if the Cooperative Purchasing Agreement is likewise renewed. 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 three hundred thirty-three thousand three hundred thirty-three dollars (\$333,333) annually or two million dollars (\$2,000,000) 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 Todd Blair  
6210 W. Myrtle Avenue, Suite 111  
Glendale, AZ 85301  
And

Trane Technologies Companies LLC  
850 W. Southern Avenue  
Tempe, AZ 85282  
daniel.boswell@tranetechnologies.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

Trane Technologies Company LLC,  
a Delaware limited liability

By: \_\_\_\_\_

Kevin R. Phelps  
City Manager

By:  \_\_\_\_\_

Name: Wendy S. Walt  
Title: Service Inside Sales

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  
TRANE TECHNOLOGIES COMPANIES LLC**

**EXHIBIT A  
(CITY OF TEMPE CONTRACT NO. T22-001-52  
TRADE SERVICES)**

# Contract Award Notice

Financial Services  
Procurement Office  
20 E. 6<sup>th</sup> Street  
Tempe, AZ 85281



**Contract Number:** T22-001-52  
**Description:** Trade Services

**Issue Date:** 01/14/2022

75886

**Trane Technologies**

Daniel Boswell  
850 W. Southern Avenue  
Tempe, AZ 85282

**Phone Number:** 480-793-6657

**Cell Number:** 480-793-6657

**Email Address:** [daniel.boswell@tranetechnologies.com](mailto:daniel.boswell@tranetechnologies.com)

**Award Period**

**Beginning:** 01/14/2022

**Ending:** 01/13/2025

**Potential Renewals:** Single three-year renewal

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

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

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

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements.

Invoices are to be sent directly to the requesting department.

**Award Information**

Item	Description	Cost
1.	Group 15 – HVAC; Maintenance and Repair, New, Install	
	*See attached Pricing Sheet	

*Eric Kraenzle*  
Eric Kraenzle (Jan 23, 2022 11:13 AM)

**Eric Kraenzle, C.P.M.**  
Procurement Officer

*Michael Greene*  
Michael Greene (Jan 23, 2022 11:41 AM)

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

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

THIS CONTRACT IS NOT VALID UNTIL 01/13/2025

**Group 15 – HVAC; Maintenance and Repair, New, Install**

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

<b>Pricing – HVAC; Maintenance and Repair, New, Install</b>					
	Provide your firms job title(s) and hourly rate(s) below				
	HVAC Tech	OT – after hrs/Sat	Holiday/Sunday		
Weekdays- Straight Time	\$155.00	\$236.00	\$310.00	\$	\$
Markup on direct cost of parts and materials			30%		

<b>Parts Discounts Offered</b>	
Manufacturer	Discount Offered
Trane Parts	15% off List
	%

# Vendor's Offer

"Return this Section with your Response"

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

Company Name:	Trane Technologies		
Company Purchase Order Mailing Address:			
Street Address:	850 W. Southern Avenue		
City, State, Zip:	Tempe, AZ 85282		
Contact Person:	Daniel Boswell	Phone Number:	480-793-6657
E-mail Address:	daniel.boswell@tranetechnologies.com	Cell Number:	480-793-6657
<u>Remit to Information</u>			
Company Name (as it appears on invoice):	Trane U.S.Inc.		
Company Payment Remit to Address:			
Street Address:	PO Box 98167		
City, State, Zip:	Chicago, IL 60693		
<u>Company Tax Information</u>			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	25-0900465		
<u>Payment Options</u>			
Will your company accept the City's Master Card for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

## THIS PROPOSAL IS OFFERED BY

### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

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

Wendy S Walt  
Signature of Authorized Offer

9-28-2021  
Date

Wendy S Walt  
Print or Type Name of Authorized Individual

Service Inside Sales  
Title of Authorized Individual

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**TRANE U.S. INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**800-E BEATY STREET**

6 City, state, and ZIP code  
**DAVIDSON, NC 28036**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
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OR

Employer identification number

2	5	-	0	9	0	0	4	6	5
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person 

Date ▶ 1/4/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

- Form 1099-INT (interest earned or paid)

Prepared For:  
The City of Tempe

Date:  
September 29, 2021

Attn: City of Tempe Procurement Evaluation Committee

Request for Proposal Number:  
**22-001 Trade Services**

To Whom it may Concern,

Trane Technologies is please to submit our qualifications to the City of Tempe for RFP # 22-001 Trade Service. This proposal will demonstrate that Trane has the technical qualifications, highly experienced local team and strong backing of a \$ 43.54 Billion Dollar Corporation to fully support the City in all aspects involved under this contract.

Trane's local Tempe office is very grateful for the recent and ongoing opportunities with the City of Tempe. Among these are equipment sales, retrofit projects and Energy Reduction projects. Our technicians and staff know your facilities, live in this community and participate in your councils. This helps us understand what is important to your organization and the people it serves. We look forward to expanding our successful partnership with this opportunity and provide even more value to the City of Tempe.

Trane has been helping customers keep their facilities comfortable and cost-effective since 1913. For more than two decades we have been offering equipment and services that align with this solicitation. Trane also offers the full range of energy services, including traditional energy and water conservation measures, renewable technologies, energy procurement and utility management services, power generation and remote monitoring of your critical building systems. We are also the manufacture of Trane Equipment and have a full portfolio of HVAC, Air Sanitation and Purification systems, Lighting products, Rental equipment and Building Controls systems. We are a solutions-based company and pride ourselves on being able to provide the solution to any problem.

Trane believes in doing business with our clients with the absolute highest level of integrity and we are confident you will find us consistently putting our customers first. We have a motto of "customer for life". This means do the right thing always to keep our customers happy and deliver a great customer experience. Thank you for your consideration in reviewing our response to this RFP. We look forward to discussing your needs in detail and being selected as your partner for this initiative.

Sincerely,



Daniel Boswell

Trane Technologies

Energy Services and Controls Account Manager

480-793-6657

[Daniel.Boswell@TraneTechnologies.com](mailto:Daniel.Boswell@TraneTechnologies.com)

# Specifications

"Return this Section with your Response"

## Listing of Trade Services Groups

Following is a listing of the Trade Services Groups for which the City intends to establish contracts. Please place an X in the boxes for which you intend to submit your pricing proposal and indicate the appropriate AROC License Numbers.

Group	Description	Submitting for this Group	AROC License Number(s)
1	Asphalt Patch and Repairs (small jobs only)		
2	Bird Control		
3	Building Envelope Sealing		
4	Concrete: Repair, Sealing and Polishing		
5	Doors and Gates: Repairs, Maintenance, New; Access controls		
6	Electrical - General		
7	Electrical - Emergency Power		
8	Electrical - High Voltage		
9	Fencing (wooden, new, repair, temporary)		
10	Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation		
11	General Carpentry & Repair Work (non-construction)		
12	Glazier		
13	Hauling and Backhoe (skid steer) Services		
14	Herbicides and Weed Control		
15	HVAC; Maintenance and Repair, New install	X	ROC205537
16	Job Site Cleanup		
17	Landscape, Irrigation and Drip System Maintenance and Repairs		
18	Lighting Installation		
19	Masonry - Repair and Maintenance (block wall repair)		
20	Metal/Plastic Assembly Fabrication Services		
21	Painting, Coatings, Wall coverings & Repair		
22	Plumbing		
23	Pressure Washing - Exterior		
24	Restoration/Rehabilitations of Historic Buildings or Structures		
25	Rodent Control (mice, roof rats, sewer rats)		
26	Roofing Repair Work		
27	Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)		
28	Solar Panel Inspection, Maintenance, Repair		
29	Storage / Temporary Storage Units		
30	Water Remediation and Repairs		

## Specifications

"Return this Section with your Response"

31	Welding & Fabricating		
32	Window Cleaning Services		
33	Window Tinting (Exterior / Interior) and Exterior Window Coverings		
34	Window Treatments (Interior) Covering and Room Dividers, Blinds		

## Pricing & Specifications

"Return this Section with your Response"

### Group 15 – HVAC; Maintenance and Repair, New, Install

Return this Section with your Response only if you are offering these services

Repair and retrofitting of HVAC equipment (A/C units, coolers, pre-coolers, furnaces, etc.). To include oil and natural gas burner malfunctions and flameouts, oil valve replacements, repair leaking pipes, repair/replace heat pumps, duct work repairs, and system diagnostics. Includes Low Temperature Refrigeration repairs and maintenance.

Pricing – HVAC; Maintenance and Repair, New, Install					
	Provide your firms job title(s) and hourly rate(s) below				
	HVAC Tech	OT-after hrs/Sat	Holiday/Sunday		
Weekdays- Straight Time	\$155.00	\$ 236.00	\$310.00	\$	\$
Markup on direct cost of parts and materials			30%		

Parts Discounts Offered	
Manufacturer	Discount Offered
Trane Parts	15% off List
	%
	%
	%
	%
	%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
Energy Management Systems (EMS) Maintenance, Service, Installation and Equipment	\$ Varies	
Energy and Equipment Analytics (All Systems)	\$ Varies	
Chiller Maintenance, Service, Installation and Equipment	\$ Varies	
Lighting Equipment and Control Systems	\$ Varies	
HVAC Equipment All Types	\$ Varies	
Complex Solutions (Large Projects)/Performance Contracting	\$ Varies	

## Pricing & Specifications

"Return this Section with your Response"

\* Applicable Tax 8.1 %

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

Less prompt payments discount terms of .5 % 10 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

### Ordering and Invoice Instructions

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

Invoices shall include:

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

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

Accounting Contacts: **Jeremy Krempasky** 1-608-787-2605 Collections Analyst

**Michelle Lugo** 480-333-2906 Service Department Billing **PRIMARY POC**

**Anna Watson** 480-333-2858 Service Department Billing Lead

## Proposal Questionnaire

"Return this Section with your Response"

	Question	Response
1	Provide the address of the facility that will provide services to the City of Tempe.	850 W. Southern Avenue, Tempe AZ, 85282
2	Describe your company and its history – include years in business. Please include your current capacity and your firm's staffing strategy to support the City of Tempe.	<p>The history of Trane began in 1885 as a family plumbing business in La Crosse, Wis. Joined by his son Reuben, a mechanical engineer, James Trane developed an innovative low-pressure steam heating system. By 1913, the family had incorporated as The Trane Company.</p> <p>Over the next hundred years, Trane established its position as a pioneer in climate control. In 1931, the company patented its first air conditioner. Seven years later, Trane launched Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™— the highest efficiency, lowest emissions, most reliable chiller on the market. Throughout the second half of the Twentieth century, Trane expanded its offerings to customers. With the acquisition of Sentinel Electronics in the late 1970s, and General Electric's Central Air Conditioning Division in 1982, Trane expanded both its residential and energy management offerings. In 1984, American Standard Companies, Inc., acquired the Trane Company, and four years later, launched the American Standard Heating &amp; Air Conditioning Brand. In 2007, American Standard Companies divided, allowing Trane to renew its business focus and leadership in integrated HVAC services and solutions.</p> <p>Furthering its transformation into a multi-brand commercial manufacturer that serves customers in diverse global markets, Ingersoll Rand acquired Trane in June 2008. With Trane a part of the family, Ingersoll Rand now provides even more innovative products, services and solutions that maximize quality and comfort in homes and buildings alike.</p> <p>Today, Trane maintains a robust global presence and continues to grow at an exceptional pace. At the heart of that growth is a legacy borne of the same values that characterized that Wisconsin plumbing business a century ago.</p> <p>Our Local presence in the Arizona Offices has been working with local schools to provide HVAC curriculum and a pathway for this new generation to become HVAC professionals. We have programs at WESTMEC in PHX AZ, and have been part of the Gateway Comm College programs. We have a development with Pima Comm College in Tucson AZ where we will be building a Lab, providing all the equipment and curriculum in conjunction with the NC3 program. We are also developing this same program with NAU in Flagstaff AZ. This pursuit is helping our locals offices bread Trane technicians here in AZ to</p>

## Proposal Questionnaire

"Return this Section with your Response"

		<p>help us maintain the best service department with the most qualified technicians.</p> <p>The Tempe office will support all efforts under this contract. We have approx. 35 Factory trained technicians in this office. <b>We can perform service on all Makes and Models not limited to Trane products.</b> We are also the OEM of Trane Equipment with access to all needed tools and factory support to efficiently and effectively diagnose and repair Trane equipment.</p>
3	<p>Please provide contact information for the primary account representative and a backup contact for the City of Tempe.</p> <ul style="list-style-type: none"> <li>• Contact Name</li> <li>• Phone Number</li> <li>• Cell Phone Number</li> <li>• e-mail address</li> </ul>	<p>Provide contact information below</p> <p>Daniel Boswell 480-793-6657 Daniel.boswell@tranetechnologies.com</p> <p>Trane Service Dept. Gia Sample 602-258-9595 Gia.Sample@Trane.com</p>
4	<p>Can you provide services to the City 24-hour per day?</p>	Yes
	<p>a   If so, provide your 24-hour phone number.</p>	602-258-9595 Service Department & Afterhours answering ROC 205537
5	<p>Please ensure you have completed the List of Group Categories found on page 26 and 27 with your valid, State of Arizona contractors' licenses applicable to each Trade Group. A copy of each license must be included with your response.</p>	
6	<p>If submitting for repair and maintenance of historic buildings and structures – provide complete information about your specialization in this area and the procedures you would follow to ensure compliance with guideline in this area.</p>	NA
7	<p>Do you intend to utilize sub-contractors?</p>	No
	<p>a   If yes, provide name and contract information to right</p>	
8	<p>Will you comply with or exceed the two-year warranty provision as requested by the City?</p>	No, our standard is 60 days. We have provided a 12 month workmanship warranty for this contract.
	<p>a   What warranty will you provide?</p>	12 months
9	<p>Do you agree to the Terms and Conditions of this RFP?</p>	Yes
	<p>a   If No, explain to right</p>	
10	<p>List three (3) governmental or corporate references for which you currently provide similar services.</p> <ul style="list-style-type: none"> <li>• Organization/Firm Name</li> <li>• Contact Name</li> <li>• Phone Number</li> <li>• Brief description of work performed</li> </ul>	<p>Provide Reference Information Below</p> <p>City of Phoenix Kristina Pylant 602-495-7231 City of Mesa Barry Lougheed 480-644-3732 Yavapai County Brandon Shoults 928-771-3115</p>

## Proposal Questionnaire

"Return this Section with your Response"

11	Describe the experience your firm has in providing the trade service groups being offered.	Trane has provided preventative maintenance, turnkey solutions for projects and repair services for complex multi-site organizations in the Phoenix area for over thirty years. Trane has worked diligently with facilities departments in organizations such as City of Tempe, City of Mesa, City of Scottsdale, City of Chandler, Maricopa county, Yavapai County, Santa Cruz County, The State of Arizona & Arizona department of Transportation to streamline communication and on-site protocol for proper execution of services within specified time frames.								
12	Indicate your workers compensation experience modifier (E-Mod). Provide E-Mod rate for the most recent three (3) years.	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Effective Date</th> <th style="text-align: left;">Experience Modification Factors</th> </tr> </thead> <tbody> <tr> <td>April 17, 2019 - April 17, 2020</td> <td>0.55</td> </tr> <tr> <td>April 17, 2020 - April 17, 2021</td> <td>0.60</td> </tr> <tr> <td>April 17, 2021 - April 17, 2022</td> <td>0.59</td> </tr> </tbody> </table>	Effective Date	Experience Modification Factors	April 17, 2019 - April 17, 2020	0.55	April 17, 2020 - April 17, 2021	0.60	April 17, 2021 - April 17, 2022	0.59
Effective Date	Experience Modification Factors									
April 17, 2019 - April 17, 2020	0.55									
April 17, 2020 - April 17, 2021	0.60									
April 17, 2021 - April 17, 2022	0.59									
13	Discuss your methodology in maintaining a safe work environment.	<p>Trane US Inc has an EMR rate of 0.60 well below the industry average of 1.0. Additionally, Trane Pacific Southwest Region has a three year average DART rate of 0.96. Trane's Pacific Southwest lagging indicators do indicate that we have an effective safety culture. However, with that being said we like to take a proactive approach to safety and focus on are leading indicators to strive for continual improvement within our safety culture.</p> <p>Upfront safety hazard identification, analysis and planning is one of the best ways to mitigate unforeseen schedule delays. For all projects, Trane and its subcontractors publish a Site Specific Safety Plan for the contractor and owner's review prior to mobilization. An ancillary benefit of this safety planning is that hazards are predicted, and lost productive days due to accidents and injury are minimized. Trane completes site-specific orientations for all personnel on site and provides a sticker for hard hats to demonstrate completion of the orientation.</p> <p>Trane pre-screens and qualifies subcontractors to fully vet safety records and EMR ratings, citation history for the last five years, OSHA logs for the past three years, history of payment to vendors, financial viability, bonding capacity, proof of insurance, review of their company safety policy including employee commitment and involvement, worksite analysis, hazard control and training.</p> <p>This in-depth screening reduces the risk of poor safety performance during the construction phase and claims. Fortunately, Trane already has relationships with numerous subcontractors who have passed our screening based on their safety records and have performed well on past projects.</p> <p>Trane ensures that employees and subcontractors have the proper safety training for the tasks they will perform, and meet the requirements for Trane and any local, state and federal requirements. Employees without the required training cannot work on Trane projects. The ultimate goal for our employees as well as the subcontractors that are on our sites is to ensure that everyone goes home at the end of the day.</p>								

## Proposal Questionnaire

"Return this Section with your Response"

14	Describe your quality control process.	<p>Trane takes great pride in providing the highest quality of work in our industry. We do this by attracting the most qualified technicians out there. Once we hire the right people, we put them into factory training programs to provide them the knowledge to be the best and the tools to succeed. We have teams setup in each office with team leaders that are some of the most experienced and knowledgeable technicians in the world. We use these individuals to support the individual teams for any needs they have. We leverage these team to provide the best quality work we can. To close the loop and provide feedback we have a Customer Satisfaction Survey system that sends a survey to the customer every time we perform work so we have an outstanding feedback loop of information on how we are performing and the customer experience we have been providing. We use this information to improve our processes and systems.</p>
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## Package Label

Item	Question	Response
<b>Corporate Sustainable Actions</b>		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	<a href="https://www.tranetechnologies.com/en/index/sustainability.html">https://www.tranetechnologies.com/en/index/sustainability.html</a> Trane Technologies is leading the way to sustainability. We have implemented our 2030 commitments that include our Gigaton Challenge, Carbon Neutral Operations, Net positive water use and zero waste to landfills and work force diversity.
2.	What is your company doing to be more energy efficient?	<a href="https://www.tranetechnologies.com/en/index/sustainability.html">https://www.tranetechnologies.com/en/index/sustainability.html</a> We're working to achieve carbon neutral operations, zero waste to landfills and net positive water use, and reduce absolute energy use by 10 percent as part of our 2030 commitments.
3.	What is your company doing to reduce greenhouse gas emissions?	<a href="https://www.tranetechnologies.com/en/index/sustainability/gigaton-challenge.html">https://www.tranetechnologies.com/en/index/sustainability/gigaton-challenge.html</a> Part of our Sustainability goals and our 2030 commitments the Gigaton Challenge is Trane Technologies commitment to reduce the Carbon footprint by <b>one billion metric tons by 2030!</b>
4.	What is your company doing to reduce waste transferred to landfills?	<a href="https://www.tranetechnologies.com/en/index/sustainability.html">https://www.tranetechnologies.com/en/index/sustainability.html</a> We're working to achieve carbon neutral operations, zero waste to landfills and net positive water use, and reduce absolute energy use by 10 percent as part of our 2030 commitments.
5.	What is your company doing to reduce water waste?	<a href="https://www.tranetechnologies.com/en/index/sustainability.html">https://www.tranetechnologies.com/en/index/sustainability.html</a> We're working to achieve carbon neutral operations, zero waste to landfills and net positive water use, and reduce absolute energy use by 10 percent as part of our 2030 commitments.
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (such as cleaning products, etc.)?	<a href="https://www.tranetechnologies.com/en/index/sustainability/sustainable-indoor-environments.html">https://www.tranetechnologies.com/en/index/sustainability/sustainable-indoor-environments.html</a> Trane Technologies has been a leader in environmental quality and especially indoor environmental quality. Locally and globally Trane has promoted using non HFC refrigerants and pushes environmentally friendly products and systems. We enforce recovery of refrigerants from every project requiring opening the refrigerant system and have a refrigerant tracking system that is industry leading and second to none.
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	<a href="https://www.tranetechnologies.com/en/index/sustainability/sustainability-reports/esg-report/social/supplier-diversity.html">https://www.tranetechnologies.com/en/index/sustainability/sustainability-reports/esg-report/social/supplier-diversity.html</a> Trane has been working to revamp how we look at supply chain and work with our internal and external suppliers to reduce the carbon footprint of our operations. Part of our business purpose and strategy is to "Build a world class lean enterprise" this will help reduce our footprint by being efficient with our processes in manufacturing and all other aspects of the business.
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	<a href="https://www.3blmedia.com/news/trane-technologies-sp-global-environmental-social-and-governance-esg-evaluation-score-reflects">https://www.3blmedia.com/news/trane-technologies-sp-global-environmental-social-and-governance-esg-evaluation-score-reflects</a>  <a href="https://www.tranetechnologies.com/en/index/news/2021/social-responsibility-conference-in-china.html">https://www.tranetechnologies.com/en/index/news/2021/social-responsibility-conference-in-china.html</a>

## Package Label

		<p><a href="https://www.3blmedia.com/news/trane-technologies-michelle-murphy-and-maria-jackson-named-2021-step-ahead-award-honorees">https://www.3blmedia.com/news/trane-technologies-michelle-murphy-and-maria-jackson-named-2021-step-ahead-award-honorees</a></p> <p><a href="https://investors.tranetechnologies.com/news-and-events/news-releases/news-release-details/2021/Trane-Technologies-Thermo-King-Manufacturing-Production-Line-is-Among-the-First-in-Europe-to-be-ISO-Certified-as-Carbon-Neutral/default.aspx">https://investors.tranetechnologies.com/news-and-events/news-releases/news-release-details/2021/Trane-Technologies-Thermo-King-Manufacturing-Production-Line-is-Among-the-First-in-Europe-to-be-ISO-Certified-as-Carbon-Neutral/default.aspx</a></p> <p>Trane is a respected leader in the global sustainability movement. We have been working hard to lead by example and put our money where our mouth is. We have won and provided many awards and recognitions. These are just a few of the examples.</p>
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## Package Label

Item	Question	Response
<b>Product Sustainable Attributes</b>		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	<b>There are no products listed in the RFP.</b> Trane has conducted many studies and leads the world and industry in innovation to improve the foot print of our products.
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	<b>There are no products listed in this RFP.</b> Most all Trane equipment is made of highly recyclable materials and we recommend recycling our products at their EOL.
3.	Does the product being offered include any recycled materials? If yes, please explain.	<b>There are no products listed in this RFP.</b> Trane uses recycled and environmentally friendly materials where possible in our manufacturing processes.
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	<b>There are no products listed in this RFP.</b> Trane uses little to no packaging in our products where possible.
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	Trane uses recycled cardboard in our packaging
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	<b>There are no products listed in this RFP.</b> Trane follows Energy Star and LEED in our products and many of them come with the certifications.
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	I have provided a number of links to our goals and commitments. We are a global leader in the sustainability push and have a unique position as an HVAC manufacture, Controls manufacture and Energy Services provided to help the world achieve the needed goals in carbon reduction and promoting of more sustainable practices. We have partnered with Not Impossible Labs to live our company Purpose of "Boldly challenge what is possible for a sustainable world" Please visit their web site. The things these people are doing will move you. <a href="https://www.notimpossible.com/">https://www.notimpossible.com/</a>

## Package Label

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	√
a.	Signed and Completed Vendor's Offer Form	√
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	√
3.	Proposal Questionnaire	√
4.	Specification – List of Trade Services Groups and ROC Numbers	√
5.	Copies of ROC's	√
6.	Pricing and Specifications Section	√
7.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	NA
8.	If company has 15 or more employees include a copy of its anti-discrimination policy	√
9.	Signed Addenda (if applicable)	NA
10.	Supplier Sustainability Questionnaire	√

**Alert –** If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:  
<https://ww2.tempe.gov/bids/>

# Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • [www.tempe.gov/procurement](http://www.tempe.gov/procurement)

Issue Date: | September 8, 2021

This addendum will modify and/or clarify:

Solicitation No.: | RFP 22-001

and is

Addendum No.: | #1

Procurement Description: | Trade Services

The Proposal Due Date and Opening Time remain unchanged at ~~Septemeber~~ **September 29, 2021 at 3:00 P.M.**, (Arizona Local Time).

The City is hereby adding scope to Group 28 – Solar Panel Systems – Inspection, Maintenance and Repair  
Adding City of Scottsdale Statement of Work

City of Scottsdale (This addendum contains embedded files)

## **A. BACKGROUND AND SYSTEMS TO BE REPAIRED AND MAINTAINED**

### **1. Rooftop PV systems**

The City owns thirteen solar PV systems located on thirteen separate City buildings.

- Fire Station 601
- Airport Business Center
- WestWorld Restrooms 7
- Lost Dog Wash Park Restroom
- Fire Station 602
- Gateway Trailhead Maintenance
- McCormick Railroad Park Model Train Bdg.
- Fire Station 608
- Doc Cavaliere Park Restroom
- Thunderbird Park and Ride
- Tom's Thumb Trailhead
- Appaloosa Library

The City has caused an initial condition assessment to be performed on twelve of its existing thirteen PV systems. The results of this assessment are attached as Attachment A. In addition, Attachment B gives information regarding each system.

### **2. Solar Street Lighting**

The City recently added eight (8) hardscape Road Markers with specialty lighting locating from just north of Thomas road to just south of Roosevelt Road down the center median of Scottsdale Road in Scottsdale. These include the lighting in the marker, solar panel, pole and batteries. A photo of the lights is included as Attachment C.

Additional similar lighting may be added in the future.

### 3. Solar thermal

The City has one existing non-functional solar thermal system for domestic hot water. It is located at Fire Station 602, 7522 E. Indian School Road, Scottsdale, AZ 85251.

### 4. Future Solar Systems

The City is considering adding solar bus stop lighting systems, solar charging stations, solar drinking fountains and potentially other solar-related systems in the future. Maintenance for these systems may be added to this scope of work in the future.

## B. SCOPE OF WORK

### 1. Initial Work

Perform a condition assessment for the City PV system located at Thunderbird Park and Ride located at 13665 N. Scottsdale Road, Scottsdale AZ 85254 and provide an Inspection Report within 30 days of inspection completion.

Repair the City's thirteen existing PV systems based upon the condition assessment Inspection Reports.

### 2. On-Going Work

#### 2.1 Annual inspections of PV and/or solar thermal systems:

##### PV systems –

##### Physical inspection including:

- Visual inspection of site and all equipment, including check for shading, debris, tagging, animal damage, fence damage, evidence of intrusion, corrosion, burn spots, discoloration, vegetation interference with system operation, hanging wires, etc.
- Determine if any panels need washing to remove soil, bird droppings, etc.
- Verify all system grounding connections and continuity of grounding system
- Check all component connections for tightness; sample check for proper torque
- Check all overcurrent protection devices
- Check for proper operation of data acquisition system components (if present)
- Review entire installation for NEC compliance
- Verify all labels are still in place and are NEC code-compliant
- Check for signs of leaks or condensation (hot water systems only)
- Check all roof penetrations to assure complete seal maintained.
- Test all switches to assure none are jammed

##### Inverter testing:

- Check nominal current and open circuit voltage for each DC string
- Check total DC current and DC bus voltage for all strings
- Check AC current and voltage for inverter AC output
- Check total AC watts produced as read from inverter display. Compare with metered output for variance
- Check total DC watts produced as measured or calculated
- Conduct shutdown/startup test done to assure inverter will timely restart after shutdown
- Check and clean as necessary all filters; remove any dust from cabinet
- Verify door interlock operations and closure per manufacturer's specs
- Verify proper fan/cooling operation (if applicable)

##### Hot water systems-

- Verify hot water production and circulation; record temperature output
- Verify switch operation (Delta T or PV)
- If monitored, check and record annual production
- Determine if any breaks in insulation on rooftop, especially at 90° bends
- Check specific gravity of glycol (if applicable)

- Check panels for pinhole leak indications
- Determine if any conflicts with recirc system

Contractor shall specifically include the above steps in the annual inspections along with any other steps necessary to maintenance and retro-commissioning of similar systems. Contractor shall provide a checklist of such steps in a format similar to that in Attachment D.

2.2 Annual inspection of other systems under contract.

Work will be done pursuant to an approved checklist. This will be charged on a lump sum basis per system.

2.3 Repair and re-commissioning of systems on an on-going basis

Work will be done pursuant to approved checklist and/or work order. This will be charged at an hourly basis plus materials.

2.4 On-call repair

This will be charged per approved hourly rates plus materials.

2.5 Reports

An annual Inspection Report shall be provided describing what actions need to be performed to repair and/or retro-commission each system. The Inspection Report will become the property of the City.

The City expects that the Inspection Report(s) will be provided within 30 days of completion of the inspection(s).

3. Additional Work

Evaluation and recommendation for installation of web-based monitoring systems on the PV systems. Such systems should include a real-time dashboard.

The City may choose to install monitoring systems under a separate Work Order under this Contract.

***Please ensure that you sign and submit this addendum by the solicitation due date.***

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Trane Technologies

Name of Company

wwalt@trane.com daniel.boswell@tranetechnologies.com

Email Address

Tempe, AZ 85282

City State Zip

Wendy S Walt / Service Inside Sales

By – Name and Title (Please Print)

Service Main line 602-258-9595, after hours it calls the 24hr service

Telephone

Wendy S Walt

Authorized Signature

**City of Scottsdale Attachment A – Existing Solar Systems & Locations**



Existing PV  
Systems.xlsx

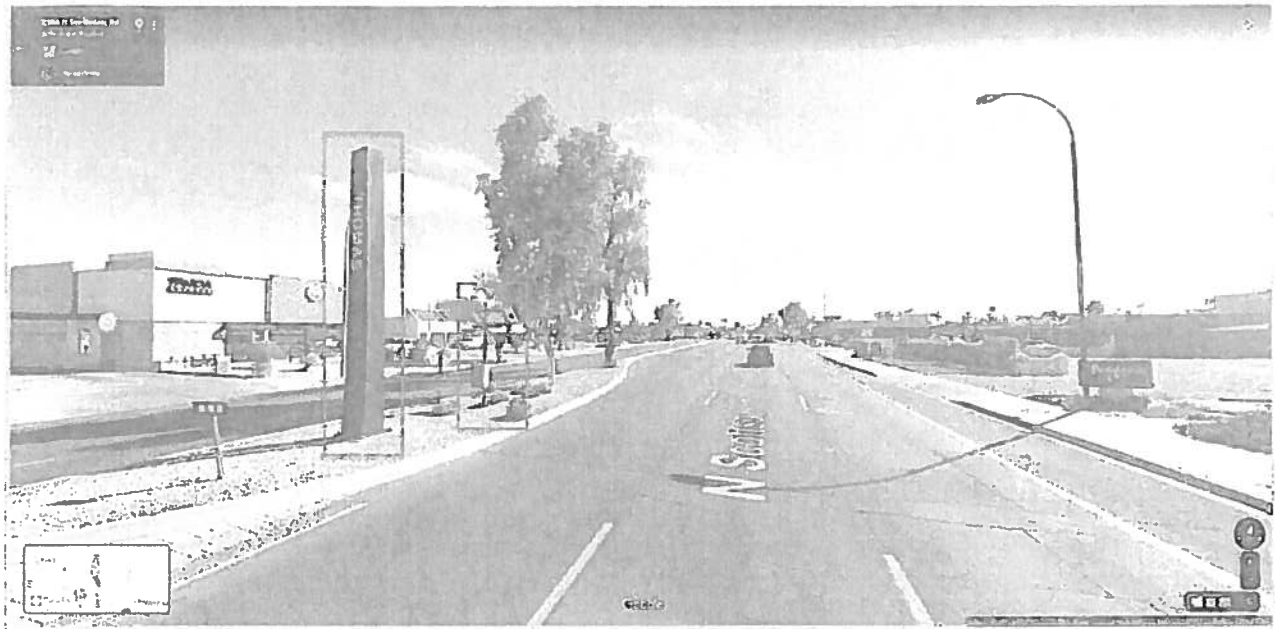
**City of Scottsdale Attachment B – Individual System Information  
Condition Assessments**

Please contact the procurement officer if you need the condition assessments. The total file size is 30MBs

An example of the condition assessment is included herein as an embedded file.

- |   |   |   |   |  |   |   |
|---|---|---|---|--|---|---|
|  |  |  |  |  |  |  |
| Airport Busniness<br>Center.pdf   | McCormick Railroad<br>Park.pdf  | Lost Dog Wash<br>Park Restrooms.pdf   | Gateway Trailhead<br>Maintenance Buildir  | Fire Station 608.pdf   | Fire Station 602.pdf  | Fire Station 601.pdf  |
|  |  |  |  |  |   |   |
| Cavalliere Park.pdf   | Browns Ranch<br>Trailhead.pdf   | Appaloosa<br>Library.pdf  | Westworld<br>Restrooms.pdf  | Tom's Thumb<br>Trailhead.pdf   |   |   |

**City of Scottsdale Attachment C – Solar Hardscape**



**City of Scottsdale Camelback north of Hayden at 78<sup>th</sup> Street Installation Location**



## City of Scottsdale Attachment D – Sample Inspection Checklist

### Standard Scope Of Work

#### Inspection Items

Service Name	Service Description
Manufacturer-specific recommendations	Perform all manufacturer-specific recommendations to maintain warranty
Ballast block inspection	Inspect ballast blocks, including broken, missing, or improperly installed blocks
Racking equipment inspection	Inspect for oxidation, corrosion, loose bolts/nuts, clamps, parts, etc
Grounding inspection	Inspect grounding
Array inspection	Check the PV modules for damage or debris. Include glass face, frame, cells, j-box, back sheet, etc. Report any damage to rack and damaged modules for warranty replacement. Note location and serial number of questionable modules.
Hot-spot inspection	Use infrared camera to inspect for hot spots, bypass diode failure
Module torque inspection	PV module visual inspection and spot torque check
Combiner box physical inspection	Check for water incursion, corrosion damage, debris, rust, or pests.
Combiner box electrical inspection	Open each combiner box and check that no fuses have blown and that all electrical connections are tight. Inspect cabling, fuse holders, and fuses for discoloration, signs of arcing, damaged plastic, defects, open circuits, and ground faults. Use an infrared camera to check connections.
Cable inspection	Inspect cabling for signs of cracks, defects, UV damage, pulling out of connections, touching sharp edges, or being improperly secured; overheating, arcing, short or open circuits, and ground faults. Use an infrared camera to check connections.
DC disconnect switch inspection	Check proper position of DC disconnect switches. Check for signs of water intrusion, rust, corrosion, etc.
Electrical box inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of disconnect switches and breakers.
AC disconnect box inspection	Verify there are no signs of water intrusion, rust, or mineral deposits. Ensure there is no damage or potential damage to the breaker panels, including circuit breakers and cable insulation. Use an infrared camera to check connections.
Protection device inspection	Exercise operation of all protection devices.
Switchgear inspection	Switchgear inspection
Monitoring Instrument inspection	Verify accuracy of monitoring instruments (e.g. anemometer, pyranometers) with hand-held instruments to ensure that they are operational and within specifications. Also check mountings and cables for signs of damage or wear.
Racking torque inspection	Inspect racking and spot check for torque specification
Physical inverter inspection	Check conduit fittings, inverter covers, racking and mounting. Inspect inverter housing or shelter for physical maintenance required if present. Use an infrared camera to check connections.
Electrical room inspection	Inspect electrical room (if applicable) and note any issues impacting the solar PV system
Signage and Labeling	Inspect placards and labels to ensure readability, weatherization
Safety inspection	Confirm location and readiness of fire extinguisher, other safety equipment
<b>Service</b>	
Combiner box torque check	Spot check connections for torque specification
Clean/replace air filters	Inspect air filters, clean or replace as necessary
Dust cleaning from heat rejection fins	Clean (vacuum) dust from heat rejection fins
Check/replace transient voltage surge suppress	Check/replace transient voltage surge suppression devices
AC connection torque check	Verify cables and connections inside inverter AC disconnects are not showing damage and spot torque check
Weather sensor inspection	Verify accuracy of weather sensors and meters
Check/replace dessicant	Check dessicant and replace if necessary
<b>Testing</b>	
Module electrical connection testing	PV module electrical connection check
Performance testing	Perform performance test: measure incident sunlight and simultaneously observe temperature and energy output. Calculate PV module efficiency as a function of temperature and calculate the balance-of-system efficiency. Compare readings with diagnostic benchmark (original efficiency of system).
IV-curve testing	Conduct an IV curve traces (specify % of strings)
Overvoltage surge suppressor testing	Test overvoltage surge suppressors in inverter

Ground fault tests  
Site Photos

Verify that all ground connections to inverters, electrical boxes, conduits, and racking system are corrosion free, and functioning properly. Spot torque check. Measure currents on ground cables and test for ground faults.  
Take 3-5 nice pictures of the array for the cover photo of the report



# Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • [www.tempe.gov/procurement](http://www.tempe.gov/procurement)

Issue Date: | 10/05/2021

This addendum will modify and/or clarify:

Solicitation No.: | 22-001

and is

Addendum No.: | #3

Procurement Description: | Trade Services

Please be advised that the due date has changed to **October 12, 2021 at 3:00 p.m.** (Local Arizona Time).

***Please ensure that you sign and submit this addendum by the solicitation due date.***

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Trane Technologies

Name of Company

[wwalt@trane.com](mailto:wwalt@trane.com) [daniel.boswell@tranetechnologies.com](mailto:daniel.boswell@tranetechnologies.com)

Email Address

Tempe, AZ 85282

City

State Zip

Wendy S Walt / Service Inside Sales

By – Name and Title (Please Print)

Service Main line 602-258-9595

Telephone

Authorized Signature



## **REQUEST FOR PROPOSAL**

### **RFP# 22-001 TRADE SERVICES**

**RFP ISSUE DATE:  
AUGUST 18, 2021**

**DEADLINE FOR INQUIRIES/QUESTIONS:  
SEPTEMBER 8, 2021 AT 5:00 P.M. LOCAL ARIZONA TIME**

**RFP DUE DATE AND TIME:  
SEPTEMBER 29, 2021, 3:00 P.M. LOCAL ARIZONA TIME**

**ALL INQUIRIES MUST BE DIRECTED TO:  
ERIC KRAENZLE, C.P.M.  
EMAIL: [eric\\_kraenzle@tempe.gov](mailto:eric_kraenzle@tempe.gov)  
PHONE: 480-350-8548**

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

No hard copy proposals will be accepted at this time.

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# General Instructions

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

1. **Preparation of Proposal:**

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

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

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

## General Instructions

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

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

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

## General Instructions

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

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

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
  - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
  - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.
14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.
15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

## General Instructions

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

## General Instructions

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

## Standard Terms and Conditions

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

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

## Standard Terms and Conditions

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

## Standard Terms and Conditions

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

## Standard Terms and Conditions

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

## Standard Terms and Conditions

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
  - ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

## Standard Terms and Conditions

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

## Standard Terms and Conditions

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

## Standard Terms and Conditions

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

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

## Standard Terms and Conditions

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

## Special Terms & Conditions and Instructions

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

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of three (3) years each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Price Adjustment:**
  - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
  - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
  - C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

## Special Terms & Conditions and Instructions

### 8. Insurance:

- A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

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

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

a. Commercial General Liability

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

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

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

b. Worker's Compensation

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

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

## Special Terms & Conditions and Instructions

c. Automobile Liability

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

- C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

## Special Terms & Conditions and Instructions

9. **Payments - After Monthly Statement:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
10. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.
11. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall maintain a professional demeanor and show respect to other personnel at the work site. Employees will be dressed appropriately for the work with badges or uniforms that identify them as employees of the Contractor.
12. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance. Contractor shall not dump spoils or waste material on private or public property without first obtaining from the owner written permission for such dumping.
13. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.
14. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City sites.
15. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.
16. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safe work performance will be performed by City staff.
17. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way
  - (a) For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:

## Special Terms & Conditions and Instructions

- 1) Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.
- 2) Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the City.
- 3) Right-of-way means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.

Worker means any person whose duties cause his presence in the right-of-way.

- (a) No person shall perform any work within the right-of-way until he is properly equipped with protective devices.
  - (b) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.
  - (c) Following are a list of circumstances relative to the use of orange vests and/or orange shirts:
    - 1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.
    - 2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.
    - 3) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work-related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current City approved vests meet the current ANSI standards.
  - (e) These requirements apply to all persons; City personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.
  - (f) Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.
18. **Manual Traffic Directors:** If your department is in need of manual traffic directors, it is imperative that such training be made available. Otherwise, the only other approved means for directing traffic is by using a uniformed police officer, preferably one who is off-duty and has been scheduled to accompany your work. Some examples where manual traffic directors will be required are as follows:
- (a) To assist in getting construction equipment in and out of a job site adjacent to the traveled portion of the roadway.
  - (b) To direct traffic during a water main break, a hazardous waste spill, or any other emergency.
  - (c) May be used in place of police officers that are mandatory whenever manual control of traffic is necessary and such control cannot be done by flaggers from the edge of the roadway.

## Special Terms & Conditions and Instructions

19. **Traffic Operations on Roadways/Thoroughfares:** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. 1. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division.

Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of \$100 from the City payment made to the Contractor.

## Scope of Work

The City of Tempe is issuing this Request for Proposal to establish three-year contracts with three one-year renewal options for 'Trade Services' as required for routine repair, maintenance and minor upgrading of City facilities, or to properties as requested by the City. The scope of resulting contracts does not cover 'construction' as defined by City Procurement Code –§ 26A-1.

*Construction* means the process of building, altering, repairing, improving or demolishing any public structure of building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property. Procurement responsibility for construction and related architectural and engineering services are delegated to the director directing the activities of the public works department and set apart from the procurement of goods and services.

The services requested in this Request for Proposal will be used, when necessary, to supplement the City's work force or to perform work for which the City does not have appropriate personnel. These services are performed on a daily basis and usage of the contracts is expected to be frequent – projected spending for resulting contracts are expected to approach \$5,000,000 annually.

The City of Tempe intends to award approximately three contractors for each Trade Services group. The City reserves the right to award a single contractor or multiple contractors in any group.

All work is expected to meet or exceed industry standards.

### Job Quote

The City will require a detailed quote from vendors when a job is requested. This quote shall include all labor hours, cost of materials (included any markups) and estimated time for completion of work - the cost for labor and markup for materials shall not exceed those quoted in this RFP. The utilizing department will evaluate the quotes obtained from awarded vendors within the applicable Trade Services group and award to the firm presenting the lowest cost that is in compliance with job specifications and specified completion time.

### Billing

All billed services shall not exceed rates established by this offer and resulting contract. Hourly rates submitted in your bid shall be inclusive. Quoted pricing must contain all costs including, but not limited to, standard equipment and tools generally associated with the trade group, handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will not pay fuel surcharges.

All billing invoices must show, at a minimum:

- Breakdown of labor hours by trade and rate (calculated for regular, OT, etc.) – rates cannot exceed bid pricing
- A brief description of job
- Substantiation of work time on site (City will not pay travel or wait time and other expenses detailed in this RFP)
- Backup for cost of materials – markup cannot exceed bid quoted percentage

Expenses for permits and inspections required by the City shall be billed at actual cost.

Any required parts and materials shall be billed at Contractor's cost plus the markup included in the bid. If the Contractor obtains parts and materials from a source in which the Contractor has a direct or indirect interest, no additional markup shall be billed.

Provide a copy of a billing invoice with your submittal – the committee will review to ensure compliance with inclusion of required information.

## Scope of Work

### Licensing

All contractors must have the appropriate Arizona Contractor's Licenses for each Trade Group for which they submit an offer.

License must be active and current by the due date of this Request for Proposal.

A copy of each license must be submitted with response.

### Permits

Contractor must secure all permits required by the City prior to the commencement of work.

### Background Investigations

Prior to work at some facility, Contractor's employees may be required to pass a background investigation – including fingerprinting, state and federal criminal records checks potentially including, driver's license record, current warrants check, current/past credit history check from all three credit national bureaus, and substance abuse screening.

### Workmanship

All work shall be completed in a high quality, workman-like manner as recognized in the trade industry and by the published Standards of Arizona Register of Contractors. Incomplete and unprofessional work will not be paid for until all deficiencies are corrected, inspected and approved by the City. If a contractor does not comply and correct all deficiencies according to Industry Standards, they will not receive any future work under this contract.

### Warranty

The City prefers that all workmanship be warranted for a minimum of two-years.

### Codes

All trades must comply with current applicable codes.

All applicable OSHA regulations must be followed.

All plumbing shall be in accordance to the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code.

All electrical shall be in accordance to the National Electrical Code of the National Fire Protection Association.

### Storage

When necessary, the contractor(s) must provide storage facilities for all materials and/or equipment to be used in the work. Any portion of the right-of-way and easements not required for public travel may be used for storage purposes when approved by the ordering City department.

### Materials furnished by the City

The City may choose to supply needed materials, in part or in total, to reduce costs.

Materials furnished by the City of Tempe will be delivered, or made available, to the contractor(s) when necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages which may occur after such acceptance.

### Subcontractors

If the contractor intends to subcontract any portion of this contract, the Contractor must identify the subcontractor by firm name, address, contract person, telephone number and project function.

## Scope of Work

The contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the City of Tempe.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the City, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

### **Contractor's Responsibility for Work**

The contractor(s) shall take every reasonable precaution necessary to properly guard and protect all finished or partially finished work against damage or injury from the elements or any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Tempe. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.

### **Methods and Equipment**

The contractor(s) shall at all times, employ sufficient labor and equipment for completing the classes of work requested in the RFP to full completion in the manner and time required by the specifications.

All assigned workers shall be competent and have sufficient skill, knowledge and experience in the class of work and in the operation of equipment/tools required to perform all work properly and satisfactory.

Any employee assigned by the contractor(s) or any sub-contractor(s), who, in the opinion of the City of Tempe ordering department, does not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall, at the written request of the City of Tempe, be removed from the work by the contractor(s) or sub-contractor(s) employing such persons. These persons shall not be assigned again in any City work without prior written approval by the City of Tempe. The contractor(s), or sub-contractor(s), shall hold the City of Tempe harmless from damages or claims for compensation that may occur in the enforcement, of this section. All persons employed under this contract must read and understand the English language.

All equipment that is proposed to be used on the job shall be of sufficient size and in such mechanical condition as to meet the requirements of this work and to produce a safe and satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to this work area.

### **Electrical Work**

The Contractor shall comply with all applicable federal, state, and local safety and health regulations, ordinances, and requirements. The Contractor shall comply with Occupational Safety and Health Administration regulations specified in 29 CFR 1926 Subpart K - Electrical, 29 CFR 1910 Subpart S - Electrical, and 29 CFR 1910.147 The Control of Hazardous Energy (Lockout/Tagout). In addition, the Contractor shall follow industry electrical safety requirements detailed in NFPA 70E, Standard for Electrical Safety in the Workplace.

The Contractor shall provide, upon request, a copy of its energy control procedures, energized electrical work permits, written safety and health program, or any required employee training records or certificates.

# Specifications

**“Return this Section with your Response”**

## Listing of Trade Services Groups

Following is a listing of the Trade Services Groups for which the City intends to establish contracts. Please place an X in the boxes for which you intend to submit your pricing proposal and indicate the appropriate AROC License Numbers.

Group	Description	Submitting for this Group	AROC License Number(s)
1	Asphalt Patch and Repairs (small jobs only)		
2	Bird Control		
3	Building Envelope Sealing		
4	Concrete: Repair, Sealing and Polishing		
5	Doors and Gates: Repairs, Maintenance, New; Access controls		
6	Electrical - General		
7	Electrical - Emergency Power		
8	Electrical - High Voltage		
9	Fencing (wooden, new, repair, temporary)		
10	Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation		
11	General Carpentry & Repair Work (non-construction)		
12	Glazier		
13	Hauling and Backhoe (skid steer) Services		
14	Herbicides and Weed Control		
15	HVAC; Maintenance and Repair, New install		
16	Job Site Cleanup		
17	Landscape, Irrigation and Drip System Maintenance and Repairs		
18	Lighting Installation		
19	Masonry - Repair and Maintenance (block wall repair)		
20	Metal/Plastic Assembly Fabrication Services		
21	Painting, Coatings, Wall coverings & Repair		
22	Plumbing		
23	Pressure Washing - Exterior		
24	Restoration/Rehabilitations of Historic Buildings or Structures		
25	Rodent Control (mice, roof rats, sewer rats)		
26	Roofing Repair Work		
27	Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)		
28	Solar Panel Inspection, Maintenance, Repair		
29	Storage / Temporary Storage Units		
30	Water Remediation and Repairs		

## Specifications

**“Return this Section with your Response”**

31	Welding & Fabricating		
32	Window Cleaning Services		
33	Window Tinting (Exterior / Interior) and Exterior Window Coverings		
34	Window Treatments (Interior) Covering and Room Dividers, Blinds		

The below specifications are illustrative of the services to be required for each Trade Group and are not meant to be all inclusive of every service.

### **Pricing**

Quoted pricing must contain all charges including, but not limited to, standard equipment and tools generally associated with the trade group handling, billing, delivery, hazardous materials fee, travel time, wait time, etc., for work at locations within the City of Tempe, or in close proximity to the city borders. The City will not pay fuel surcharges.

The pricing sheets are 'generic' in nature and may request information that is not applicable to the services you offer. Please complete as much information as necessary for your firm.

### **Submission of Offer**

You only need to return the Pricing & Specifications pages for which you are offering in addition to the requirements noted on page 69 with your proposal.

# Pricing & Specifications

## Trade Services - Group Pricing

**Group 1 – Asphalt Patch and Repairs (small jobs only)**

This group is for routine repairs and maintenance of asphalt surfaces.

**Return this Section with your Response only if you are offering these services**

Service Offered	Minimum size of repair you will perform

Pricing – Asphalt Repairs (small jobs only)					
Provide your firms job title(s) and hourly rate(s) below					
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

# Pricing & Specifications

## Group 2 – Bird Control

Return this Section with your Response only if you are offering these services

For this category the City is seeking contractors to provide bird control netting and spikes to the exterior portions of buildings or structures.

Pricing – Bird Control					
Provide your firms job title(s) and hourly rate(s) below					
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts (netting, etc) Discounts Offered	
Manufacturer	Discount Offered
	%
	%
	%
	%
	%
	%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
Bird netting per square foot	\$	
Bird spikes per linear foot	\$	
	\$	
	\$	
	\$	

# Pricing & Specifications

## Group 3 – Building Envelope Sealing

Return this Section with your Response only if you are offering these services

Pricing – Building Envelope Sealing					
Provide your firms job title(s) and hourly rate(s) below					
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered	
Manufacturer	Discount Offered
	%
	%
	%
	%
	%
	%

Firms shall indicate the type of building envelope sealing services they can provide

Describe sealing services offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

# Pricing & Specifications

## Group 4 – Concrete: Repair, Sealing and Polishing

Return this Section with your Response only if you are offering these services

Coating, sealing, waterproofing, crack repair, expansion joint repair & grinding.

Pricing – Concrete Repair, Sealing, Polishing					
Provide your firms job title(s) and hourly rate(s) below					
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered	
Manufacturer	Discount Offered
	%
	%
	%
	%
	%
	%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

# Pricing & Specifications

**Group 5 – Doors and Gates: Repairs, Maintenance, New; Access controls**

Return this Section with your Response only if you are offering these services

Installation, repair, and maintenance of all types of doors, automatic or security access doors, gates and overhead doors.

Section	Submitting for this Section (yes/no)
Install Doors	
Automatic doors – install and repair	
Automatic gates – install and repair	
Low energy ADA doors	
Overhead doors – install, repairs and routine maintenance	

Pricing – Doors & Gates					
	Provide your firms job title(s) and hourly rate(s) below				
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered	
Manufacturer	Discount Offered
	%
	%
	%
	%
	%
	%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

# Pricing & Specifications

## Group 6 – Electrical – General

Return this Section with your Response only if you are offering these services

Maintain/repair/replace/install electrical wiring, switches, receptacles, fixtures, motors, panel boards, branch circuit breakers/main disconnects & other power control devices, etc., in 110v, 120v, 208v, 220v, 240v, 480v, 2 and 3 phase work as needed. Diagnosis/correct electrical overloads or other unsafe conditions. Test circuits for continuity and proper load balance. Other maintenance/repairs/replacements/installations of equipment of a general nature.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Electrical - General					
Provide your firms job title(s) and hourly rate(s) below					
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Parts Discounts Offered	
Manufacturer	Discount Offered
	%
	%
	%
	%
	%
	%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

# Pricing & Specifications

## Group 7 – Electrical – Emergency Power

Return this Section with your Response only if you are offering these services

Provide power for onsite emergency situations, power outages, emergency power and connection services. May be portable lighting, back up lighting, generators, etc.

All work must be performed in strict accordance to the latest edition of the National Electrical Code by a licensed electrician.

Pricing – Electrical – Emergency Power					
Provide your firms job title(s) and hourly rate(s) below					
Weekdays- Straight Time	\$	\$	\$	\$	\$
Markup on direct cost of parts and materials			%		

Equipment Discounts Offered for Lighting assemblies		
	Manufacturer	Discount Offered
		%
		%
		%

Equipment Discounts Offered for Generators		
	Manufacturer	Discount Offered
		%
		%
		%

Other Services Offered		
Service with fixed fee structure	Cost	Unit
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	