

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KOWALSKI CONSTRUCTION INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Kowalski Construction Inc., a(n) Arizona corporation company 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 Arizona entered into a contract with Contractor to purchase the goods and services described in the City of Tempe Trade Services Contract T22-0001-32("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 (3) one-year periods until the Cooperative Purchasing Agreement expires on January 13, 2028. Glendale renewals are not automatic and

shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed One Million dollars (\$1,000,000) 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.

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 Michael Baker
6210 West Myrtle Avenue
Suite 111
Glendale AZ, 85301
And

Hawkeye Electric
c/o Peter Trowbridge
10 S. Roosevelt Avenue
Chandler, AZ 85226

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

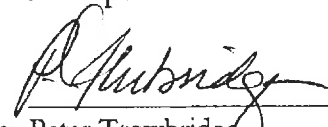
"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Hawkeye Electric, Inc.,
an Arizona corporation

By:  _____
Name: Peter Trowbridge
Title: President

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
KOWALSKI CONSTRUCTION INC.**

**EXHIBIT A
(CITY OF TEMPE TRADE SERVICES CONTRACT T22-0001-32 FOR GENREAL
CONSTRUCTION, EMERGENCY SERVICES AND RESTORATION/REHABILITATION
OF HISTORIC BUILDINGS AND STRUCTURES.)**

Contract Award Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: T22-001-32
Description: Trade Services

Issue Date: 01/14/2022

57091
Kowalski Construction, Inc.
Natasha Balboa
2219 W. Melinda Lane, Suite A
Phoenix, AZ 85027
Phone Number: 602-944-2645
Cell Number: 623-238-2896
Email Address: natashab@kowalski.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 24 – Restoration / Rehabilitation of Historic Buildings or Structures | |
| 2. | Group 30 – Water Remediation and Repairs | |
| | *See attached Pricing Sheet | |
| | | |

Eric Kraenzle
Eric Kraenzle (Jan 14, 2022 16:33 MST)

Eric Kraenzle, C.P.M.
Procurement Officer

Michael Greene
Michael Greene (Jan 20, 2022 17:06 MST)

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

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

THIS IS NOT A PURCHASE ORDER

Group 24 – Restoration / Rehabilitation of Historic Buildings or Structures

Firms must possess a thorough knowledge of the requirement pertaining to repair and maintenance work on historic buildings. A contractor applying in this group must be able to provide evidence of their qualification to meet the stringent requirements for repair and maintenance of historic buildings.

- The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.
- A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

| Pricing – Restoration / Rehabilitation of Historic Buildings or Structures | | | | | |
|--|--|----|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | | % | |

Weekend/overtime = 1.5 / Holidays = x 2. of cost below

| Other Services Offered | | |
|----------------------------------|----------|------|
| Service with fixed fee structure | Cost | Unit |
| DMO | \$56.19 | 1 |
| FRM | \$93.87 | 1 |
| HVC | \$107.25 | 1 |
| PLM | \$142.19 | 1 |
| ELE | \$11102 | 1 |
| INS | \$68.25 | 1 |
| DRY | \$115.80 | 1 |
| DOR | \$93.88 | 1 |
| FNC | \$93.88 | 1 |
| SDG | \$82.11 | 1 |
| PNT | \$84.00 | 1 |
| LIT | \$111.02 | 1 |

Group 30 – Water Remediation and Repairs

This group provides for clean-up from water damage. Some of the requested services are to include:

- 24-hour emergency response
- Water extraction
- Water dehumidification
- Deodorization
- Removal of debris

| Pricing – Water Remediation and Repairs | | | | | |
|--|--|------------|----------|---------------------|----------------|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| | Water Tech | Supervisor | Mold/ASB | Mold/ASB Supervisor | Project Manger |
| Weekdays- Straight Time | \$62.51 | \$87.00 | \$78.17 | \$87.00 | \$90.56 |
| Weekend/Overtime | \$93.86 | \$130.63 | \$117.38 | \$130.63 | \$135.84 |
| Holidays | \$125.02 | \$174.00 | \$156.34 | \$174.00 | \$181.12 |
| Markup on direct cost of parts and materials | | | | % | |
| Other Services Offered | | | | | |
| Service with fixed fee structure | Cost | | Unit | | |
| Mobilization | \$ | | | | |
| | \$ | | | | |

Vendor's Offer

"Return this Section with your Response"

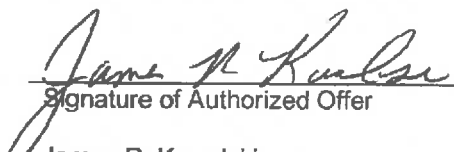
Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information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

| | | | |
|--|-------------------------------|-------------------------------------|-----------------------------|
| Company Name: | Kowalski Construction, Inc. | | |
| Company Purchase Order Mailing Address: | | | |
| Street Address: | 2219 W. Melinda Lane, Suite A | | |
| City, State, Zip: | Phoenix, AZ 85027 | | |
| Contact Person: | Natasha Balboa | Phone Number: | 602.944.2645 |
| E-mail Address: | natashab@kowalski.com | Cell Number: | 623.238.2896 |
| Remit to Information | | | |
| Company Name (as it appears on invoice): | Kowalski Construction, Inc. | | |
| Company Payment Remit to Address: | | | |
| Street Address: | 2219 W. Melinda Lane, Suite A | | |
| City, State, Zip: | Phoenix, AZ 85027 | | |
| Company Tax Information | | | |
| If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: | | | |
| Payment Options | | | |
| 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.


Signature of Authorized Offeror
James R. Kowalski
Print or Type Name of Authorized Individual

9/13/2021
Date
Owner/Vice-President
Title of Authorized Individual

Proposal Questionnaire

“Return this Section with your Response”

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror’s overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

| | Question | Response |
|---|---|--|
| 1 | Provide the address of the facility that will provide services to the City of Tempe. | 2219 W. Melinda Lane, Suite A Phoenix, AZ 85027 |
| 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>Kowalski Construction, Inc. has been serving the valley since 1967 and is the oldest restoration firms in Arizona. Licensed, bonded, and insured for both residential and commercial work we provide 24-Hour Emergency Service. Kowalski Construction, Inc. is also an electrical licensed contractor. We offer a one-hour response time with fully equipped vehicles. Kowalski Construction, Inc., is the Arizona member for Restoration Affiliates, a network of affiliate offices located in many major metropolitan areas across the country providing national coverage with local expertise. This helps to keep us on the cutting edge with industry trends, technology, systems, and management to better serve you.</p> <p>An A.M. Best Recommended Insurance Restoration Contractor, Kowalski Construction, Inc. has been featured in newspapers, magazines, and radio and television programs both locally and nationally. Highly regarded in our field, we have won numerous awards and are active participants in many associations.</p> <p>We provide prompt electronic communication with Project Estimators, Project Managers, Foremen, and field employees. Commercial projects are updated daily in order to keep all who have a vested interest in the job informed. We promptly deliver computerized estimates and drawings with digital pictures and provide computerized project scheduling for large losses. Our Customer Service Program has been recognized nationally.</p> |
| 3 | Please provide contact information for the primary account representative and a backup contact for the City of Tempe. <ul style="list-style-type: none"> • Contact Name • Phone Number • Cell Phone Number • e-mail address | <p>Tony Taylor – 602.757.4711 – tonyt@kowalski.com</p> <p>Jason Todd – 602.757.1857 – jasoni@kowalski.com</p> <p>Tyson Leatherwood – 602.228.0205 – tysonl@kowalski.com</p> <p>George Lance – 602.677.2682 – georgel@kowalski.com</p> <p>Jim Kowalski – 602.757.4702 – irk@kowalski.com</p> <p>Natasha Balboa – 602.944.2645 – natashab@kowalski.com</p> |
| 4 | Can you provide services to the City 24-hour per day? | Yes |
| a | If so, provide your 24-hour phone number. | 602.944.2645 |

Proposal Questionnaire

“Return this Section with your Response”

| | | |
|----|---|--|
| 5 | 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. | See ROC Licenses |
| 6 | 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. | <ul style="list-style-type: none"> • Work with historical committee to understand what we can and cannot do. • Receive material specifications and guidelines from historical committee to make and complete repairs • Work with City of Tempe building department to create a scope of work that satisfies historical committee and meets code compliance. • Provide detailed scope of work based on historical committee and City of Tempe. • Schedule work and communicate with each department along with on-site progress meetings to ensure end result will be as requested |
| 7 | Do you intend to utilize sub-contractors? | No |
| a | If yes, provide name and contract information to right | |
| 8 | Will you comply with or exceed the two-year warranty provision as requested by the City? | Yes |
| a | What warranty will you provide? | KOWALSKI CONSTRUCTION, INC. warrants all work performed to be free from defects for a period of two (2) years from the date of substantial completion as set forth in the "Certificate of Substantial Completion." |
| 9 | Do you agree to the Terms and Conditions of this RFP? | Yes |
| a | If No, explain to right | |
| 10 | List three (3) governmental or corporate references for which you currently provide similar services. <ul style="list-style-type: none"> • Organization/Firm Name • Contact Name • Phone Number • Brief description of work performed | <p>Macerich/Arrowhead Towne Center Carloa Zarazua 623.979.7720 ext. 109 Candy store had a fire setting off fire sprinklers causing damage to multiple stores and common areas.</p> <hr/> <p>Northern Arizona University Justin DiNardi 928-523-6128 Water Damage from Broken Supply Line To A Toilet. The Entire Apartment Completely Flooded.</p> <hr/> <p>Priderock/Monument Ridge Lisa Osborne-Warne 602.791.8328 Multiple units damaged by fire, at least 4 rebuilds, and a minimum of 12 with smoke damage.</p> <p>Provide Reference Information Below</p> <hr/> <hr/> <hr/> |

Proposal Questionnaire

“Return this Section with your Response”

| | | |
|----|---|---|
| 11 | Describe the experience your firm has in providing the trade service groups being offered. | <p>Kowalski Construction, Inc. has been serving the valley since 1967 and is one of the oldest restoration and repair contracting firms in Arizona. Licensed, bonded, and insured for both residential and commercial work we provide 24-Hour Emergency Service. Kowalski Construction, Inc. is also an electrical licensed contractor. We offer a one-hour response time with fully equipped vehicles. Our service area includes Phoenix Metro for all size jobs and the entire state for large losses. Kowalski Construction, Inc., is the Arizona member for Restoration Affiliates, a network of affiliate offices located in many major metropolitan areas across the country providing national coverage with local expertise. This helps to keep us on the cutting edge with industry trends, technology, systems and management to better serve you.</p> <p>An A.M. Best Recommended Insurance Restoration Contractor, Kowalski Construction, Inc. has been featured in newspapers, magazines, and radio and television programs both locally and nationally. Highly regarded in our field, we have won numerous awards (https://www.kowalski.com/recognition) and are active participants in many associations.</p> <p>We provide prompt electronic communication with Project Estimators, Project Managers, Foremen and field employees. Commercial projects are updated daily in order to keep all who have a vested interest in the job informed. We promptly deliver computerized estimates and drawings with digital pictures and provide computerized project scheduling for large losses. Our Customer Service Program has been recognized nationally.</p> |
| 12 | Indicate your workers compensation experience modifier (E-Mod). Provide E-Mod rate for the most recent three (3) years. | Current EMOD Rate is 0.92 Prior 3 years was 1.04 |
| 13 | Discuss your methodology in maintaining a safe work environment. | <p>Health & Safety</p> <p>9.1. 9.1.1 Commitment to Health and Safety</p> <p>Kowalski Construction (KCI) is committed to providing, as far as reasonably practicable, a working environment which is safe and without risk to the health and safety of its employees. To this end, the KCI endeavors to comply with National, Provincial and Local legislation applicable to occupational health and safety management; and the KCI further endeavors to comply with the requirements as identified by the hazard identification and risk assessment process.</p> |
| 14 | Describe your quality control process. | <p>Quality Control takes on many forms here at Kowalski. Physical inspections are performed by the Foreman assigned to each project during the course of the job with intermittent jobsite inspections performed by the Project Manager. Additionally, each file is assigned to 1 of our 3 Customer Service Representatives who follows up with the ownership point of contact to ensure that from the customer's perspective, their needs are being met and to help identify any potential issues. Weekly meetings are held with the Project Manager, Customer Service Representative and the Operations Manager to review the file progress and discuss any challenges or situations that may affect quality.</p> |

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 | X | 271601 |
| 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 | X | Res: 057542 Com: 071601 |
| 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 | X | Res: 057542 |

Specifications

"Return this Section with your Response"

| | | | Com: 071601 |
|----|--|--|-------------|
| 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.

IMPORTANT NOTICE
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Kowalski Construction Inc
Kowalski Electrical
2219 W Melinda Ln Ste A
Phoenix, AZ 85027-2653

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 1/31/2022
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Kowalski Construction Inc
Kowalski Electrical



CONTRACTORS LICENSE NO. ROC 057542 CLASS 8
General Residential
General Residential Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

Jeff Fleetham
JEFF FLEETHAM, DIRECTOR

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Kowalski Construction Inc
Kowalski Electrical
2219 W Melinda Ln Ste A
Phoenix, AZ 85027-2653

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DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: August 31, 2022
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Kowalski Construction Inc
Kowalski Electrical
CONTRACTORS LICENSE NO. ROC 075573 CLASS B-1
General Commercial
General Commercial Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

Jeff Fleetham
JEFF FLEETHAM, DIRECTOR

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Kowalski Construction Inc
Kowalski Electrical
2219 W Melinda Ln Ste A
Phoenix, AZ 85027-2653

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: April 30, 2023
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Kowalski Construction Inc
Kowalski Electrical
CONTRACTORS LICENSE NO. ROC 271601 CLASS CR-11
Specialty Dual
Electrical

THIS CARD MUST BE
PRESENTED UPON DEMAND

Jeff Fleetham
JEFF FLEETHAM, DIRECTOR

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 | | | |
| | Foreman | Supervisor | Service | |
| Weekdays- Straight Time | \$45.00 | \$50.00 | \$95.00 | |
| Weekend/Overtime | \$67.50 | \$75.00 | \$142.50 | |
| Holidays | \$90.00 | \$100.00 | \$190.00 | |
| 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 24 – Restoration / Rehabilitation of Historic Buildings or Structures

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

Firms must possess a thorough knowledge of the requirement pertaining to repair and maintenance work on historic buildings. A contractor applying in this group must be able to provide evidence of their qualification to meet the stringent requirements for repair and maintenance of historic buildings.

- The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.
- A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

| Pricing – Restoration / Rehabilitation of Historic Buildings or Structures | | | | | |
|--|----|----|----|----|----|
| Provide your firms job title(s) and hourly rate(s) below | | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | | |

weekend/overtime = x1.5 / Holidays = x2. of cost below

| Other Services Offered | | |
|----------------------------------|----------|------|
| Service with fixed fee structure | Cost | Unit |
| DMO | \$56.19 | 1 |
| FRM | \$93.87 | 1 |
| HVC | \$107.25 | 1 |
| PLM | \$142.19 | 1 |
| ELE | \$111.02 | 1 |
| INS | \$68.25 | 1 |
| DRY | \$115.80 | 1 |
| DOR | \$93.88 | 1 |
| FNC | \$93.88 | 1 |
| SDG | \$82.11 | 1 |
| PNT | \$84.00 | 1 |
| LIT | \$111.02 | 1 |

Pricing & Specifications

Group 30 – Water Remediation and Repairs

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

This group provides for clean-up from water damage. Some of the requested services are to include:

- 24-hour emergency response
- Water extraction
- Water dehumidification
- Deodorization
- Removal of debris

| Pricing – Water Remediation and Repairs | | | | | |
|--|--|------------|----------|---------------------|----------------|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| | Water Tech | Supervisor | Mold/ASB | Mold/ASB Supervisor | Project Manger |
| Weekdays- Straight Time | \$62.51 | \$87.00 | \$78.17 | \$87.00 | \$90.56 |
| Weekend/Overtime | \$93.86 | \$130.63 | \$117.38 | \$130.63 | \$135.84 |
| Holidays | \$125.02 | \$174.00 | \$156.34 | \$174.00 | \$181.12 |
| Markup on direct cost of parts and materials | | | % | | |

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

Pricing & Specifications

“Return this Section with your Response”

* Applicable Tax 0 %

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

Less prompt payments discount terms of % 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:

Yesenia Loredó-Flores
Carlene Foster
Vacant

Letters A – H and Numbers
Letters I – Z
General AP Inquiries and AP Checks

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal



❖ **A-3 Equal Employment Opportunity**

KCI is an equal opportunity employer. This means we do not discriminate in employment decisions or policies in violation of the law on the basis of any legally protected status, including race, color, national origin, citizenship status, creed, religion, gender, age, marital status, physical or mental disability, sexual orientation, political affiliation, veteran status, or any other status protected by law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, reduction in force, transfer, leaves of absence, compensation, and training. We comply with all federal, state, and local laws prohibiting discrimination in employment. Any employee found to be in violation of this policy will be subject to immediate termination.

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

| Item | Question | Response |
|--------------------------------------|--|--|
| Corporate Sustainable Actions | | |
| 1. | What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link. | See Sustainability Statement |
| 2. | What is your company doing to be more energy efficient? | When we have selections that homeowners need to make, we urge them to upgrade if they can to more efficient products. This would include water heaters, appliances, heating and air, windows, and anything that could help them save on the electric or gas bill. As the general contractor, we try to use temp electric on the job sites instead of generators when the cities allow. If possible, we also try a have the employees carpool to the jobsite when they can. |
| 3. | What is your company doing to reduce greenhouse gas emissions? | To trade in older, less efficient vehicles for newer ones |
| 4. | What is your company doing to reduce waste transferred to landfills? | N/A (See Sustainability Statement) |
| 5. | What is your company doing to reduce water waste? | N/A (See Sustainability Statement) |
| 6. | What kind of effort does your company make to reduce the use of environmentally harmful materials (such as cleaning products, etc.)? | See Sustainability Statement |

Supplier Sustainability Questionnaire

| | | |
|----|---|------------------------------|
| 7. | Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain. | See Sustainability Statement |
| 8. | Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain. | EPA Certified |

| Item | Question | Response |
|---------------------------------------|--|---|
| Product Sustainable Attributes | | |
| 1. | Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation | "We replace/install material with "like kind & quality" products or as specified. |
| 2. | Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate | "We replace/install material with "like kind & quality" products or as specified. |
| 3. | Does the product being offered include any recycled materials? If yes, please explain. | "We replace/install material with "like kind & quality" products or as specified. |
| 4. | What measures have been taken to reduce unnecessary packaging materials associated with the product being offered? | "We replace/install material with "like kind & quality" products or as specified. |
| 5. | What kind of reusable, recyclable, and/or compostable packaging materials does your company use? | "We replace/install material with "like kind & quality" products or as specified. |
| 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. | "We replace/install material with "like kind & quality" products or as specified. |
| 7. | Please provide any additional information you would like to share regarding your product's sustainable attributes. | "We replace/install material with "like kind & quality" products or as specified. |

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>



Sustainability Statement

Kowalski Construction, Inc. recognizes that sustainability practices provide benefits to the organization, its customers as well as the communities in which we serve. We are committed to promoting a sustainable future and to improving the social, economic and environmental well-being of the communities in which we work and do business. We are committed to the principles of sustainability and consider the care and protection of the environment to be an important component of doing business.

Kowalski will continue to implement practices that preserve and promote efficient use and conservation of resources such as energy and water.

We recognize that we have a responsibility to our employees, customers as well as our community to control and minimize the impact of our business activity on the environment.

We vow to meet the requirements of all relevant legislation in all the cities and counties in which we operate in cooperation with regulatory authorities.

We strive to reduce energy use, emissions, minimize waste and control noise whenever possible.

We provide education to our employees to help them understand the principles of sustainability and the environmental effects of our products and services.

We encourage our staff to adopt recognized best practice in management of environmental and health & safety issues.

Where possible, we utilize eco-friendly products.

We look for opportunities to reduce waste and increase recycling opportunities.

United States Environmental Protection Agency

This is to certify that



Kowalski Construction, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89



All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires April 14, 2025

NAT-20781-3

Certification #

February 03, 2020

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

| | Award Criteria | Weight | X | Rating | = | Points |
|----|---|--------|---|--------------|----------|--------|
| 1. | Cost (labor, Parts, Discounts, Other) | 30 | X | _____ | = | _____ |
| 2. | Firm (Qualifications, Experience, Licensing, References, etc.) | 35 | X | _____ | = | _____ |
| 3. | General (Warranty offered, satisfactory billing statement, E-Mod factors) | 25 | X | _____ | = | _____ |
| 4. | Overall response to RFP (Quality, Composition and Completeness of response, Acceptance of Terms & Conditions) | 10 | X | _____ | = | _____ |
| | | | | Total | = | _____ |

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

| | |
|--------------------------------------|--------|
| <i>Outstanding</i> | 9 - 10 |
| <i>Good</i> | 6 - 8 |
| <i>Average</i> | 3 - 5 |
| <i>Poor</i> | 1 - 2 |
| <i>Not Addressed or Unacceptable</i> | 0 |

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

Client#: 1493123

KOWALCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2021

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

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


| | |
|---|--|
| PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix, AZ 85016 | CONTACT NAME: Erica Krahn |
| | PHONE (A/C, No, Ext): 602 234-4112 FAX (A/C, No): E-MAIL ADDRESS: phx.certificates@usi.com |
| INSURED Kowalski Construction, Inc. 2219 W. Melinda Ln. Bldg A Phoenix, AZ 85027 | INSURER(S) AFFORDING COVERAGE NAIC # |
| | INSURER A : Starr Surplus Lines Insurance Company 13604 |
| | INSURER B : Berkshire Hathaway Homestate Ins. Co. 20044 |
| | INSURER C : Hanover Insurance Company 22292 |
| | INSURER D : Starr Indemnity & Liability Company 38318 |
| | INSURER E : INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> B/PPD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X X | 1000067519202 | 04/19/2021 | 04/19/2022 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: \$ |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> | X X | CA1000636809202 | 04/19/2021 | 04/19/2022 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0 | | 1000337721202 | 04/19/2021 | 04/19/2022 | EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 OTHER: \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | X | KOWC220615 | 04/19/2021 | 04/19/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Personal Property of Others | | RH4H23827501 | 04/19/2021 | 04/19/2022 | \$2,000,000 Limit |
| A | Prof/Poll Liab. | | 1000067519202 | 04/19/2021 | 04/19/2022 | *See Desc of Operations |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional/Pollution Liability - (Insurer A) Starr Surplus Lines Insurance Company - Limits: \$1,000,000 Aggregate, \$2,000,000 Occurrence, \$5,000 Deductible
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The (See Attached Descriptions)

| | |
|--|--|
| CERTIFICATE HOLDER City of Tempe Internal Services Department-Procurement office 20 E. Sixth Street, 2nd Floor, MS 02-5 Tempe, AZ 85281 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

DESCRIPTIONS (Continued from Page 1)

General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, and Workers Compensation policies provide a Waiver of Subrogation when required by written contract. The General Liability, Automobile Liability and Excess Liability policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

Additional Insureds Include: City of Tempe, its agents, representatives, directors, officials, employees, and officers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|------------------------------------|
| Where Required By Written Contract | Where Required By Written Contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| Where Required By Written Contract | Where Required By Written Contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000067519202

Effective Date: 04/19/2021

Named Insured: Kowalski Construction, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

All as required by written, signed or executed contract.

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR SURPLUS LINES INSURANCE COMPANY

Charles H. Dangelo, President

Honora M. Keane, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Additional Insured – Where Required Under Written Contract or Written Agreement Endorsement

Policy Number: CA1000636809202 **Effective Date:** 04/19/21
Named Insured: Kowalski Construction, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Business Auto Coverage Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is amended to include the following:

- d. Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President and
Chief Executive Officer

Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-Contributory Amendatory Endorsement

Policy Number: CA1000636809202 **Effective Date:** 04/19/21

Named Insured: Kowalski Construction, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 5. Other Insurance – Primary and Excess Insurance Provisions** is deleted in its entirety and replaced by the following:

5. Other Insurance – Primary And Excess Insurance Provisions

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary and noncontributory if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.
 - (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

- b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary and noncontributory if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.
 - (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

- c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".
 - (2) Excess if the power unit is not a covered "auto".

- d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

- e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary and noncontributory for any liability assumed under an "insured contract".
- h. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

All other terms and conditions of this Policy remain unchanged.



Steve Blakey, President and
Chief Executive Officer



Nehemiah E. Ginsburg, General Counsel

POLICY NUMBER: CA1000636809202

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KOWALSKI CONSTRUCTION, INC.

Endorsement Effective Date: 04/19/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED PERSON OR ORGANIZATION

Policy Number: CA1000636809202 **Effective Date:** 04/19/2021

Named Insured: Kowalski Construction, Inc.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

SCHEDULE

| |
|--|
| <p>1. Name:</p> <p>Blanket where required by written contract.</p> |
| <p>2. Address:</p> <p>Blanket where required by written contract.</p> |
| <p>3. Number of days advance notice: 30</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President and
Chief Executive Officer

Nehemiah E. Ginsburg, General Counsel

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description **Waiver Premium**
All ___ Operations *#

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/19/2021

Policy No.: KOWC220615

Endorsement No.:

Insured: Kowalski Construction, Inc.

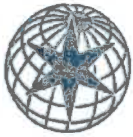
Premium \$

Insurance Company: Berkshire Hathaway Homestate Companies

WC 00 03 13

Countersigned by _____

(Ed. 4-84)



Starr Surplus Lines Insurance Company

Earlier Notice of Cancellation Provided by US

Policy Number: 1000337721202 **Effective Date:** 04/19/21
Named Insured: KOWALSKI CONSTRUCTION, INC.

SCHEDULE: Blanket where required by written contract.

| |
|----------------------------------|
| Number Of Days' Notice 30 |
|----------------------------------|

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the **Cancellation Condition** or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel



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
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) 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).
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) and at the Procurement Office front counter and web site for public review (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
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.

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- 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.

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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;

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- 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.

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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.

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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. 6th 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.

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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.

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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.

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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 |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

Pricing & Specifications

Group 8 - Electrical - High Voltage

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

Awarded contractor must be able to support extensive communication structures. Contractor shall be able to bend large pipe, install large conductors with A/C and D/C voltages exceeding 480 volts.

Must be fully capable of working in right of way and have traffic control and barricade plan.

| Pricing – Electrical (High Voltage) | | | | | |
|--|--|----|----|----|----|
| | 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 9 – Fencing (wooden, new, repair, temporary)

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

Installation, repair of permanent / temporary fencing needs.
 (see Group #19 for Masonry Repairs and Maintenance for block wall)

| Pricing – Fencing (wooden, new, repair, temporary) | | | | | |
|--|--|----|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | | |

Available Products

List all manufacturers for which you offer produces and available discount – list all manufacturers even if no discount is offered

| Parts Discounts Offered | |
|-------------------------|------------------|
| Manufacturer | Discount Offered |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |

Pricing & Specifications

Group 10 – Flooring: Tile, Terrazzo and Marble Repairs, including Re-grouting; Wooden floors (including gym) – new, repair, refinish. Carpet, new installation / cleaning*. (specifically state which types of flooring you are bidding)

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

Installs ceramic tile, terrazzo and/or marble using construction industry standards for various applications, i.e. thin set adhesives, cement grout beds, epoxy setting methods, etc. Examine specifications and drawings to determine dimensions of structures, lay out functional components using measuring instruments such as tapes, levels, squares, etc.

| Pricing – Tile, Terrazzo and Marble Repairs – including Re-grouting, Wooden floors (including gym) (new/refinish/repair); Carpet, new installation/cleaning (see flooring selection options below) | | | | | |
|--|----|--|----|--|----|
| 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 |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

| Types Of Flooring | |
|---------------------------------|--------------------------------------|
| Flooring, new, repair, refinish | Submitting for this type of flooring |
| Tile, Marble | |
| Terrazzo | |
| Wooden | |
| Carpet | |
| Gym Flooring | |
| | |

*This cleaning is not intended for daily, weekly custodial cleaning. This is cleaning of job site after new installation, repair, refinish and maintenance of flooring.

Pricing & Specifications

Group 11 – General Carpentry & Repair Work (non-construction)

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

Removal and replacement of wood and metal doors; removal, replacement, or repair of indoor and outdoor trim and moldings; rough carpentry/framing of partitions with wood/metal studs; detail and finish work; decks and railings, etc. Small office renovations and other building repairs of a general nature. Installation and repair of acoustical ceiling tiles and wall panels.

| Pricing – General Carpentry & Repair Work | | | | | |
|--|--|----|----|----|----|
| | 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 12 - Glazier

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

Installation of glass doors, windows and store fronts. Marks outline or pattern on glass and cuts glass using glasscutter. Breaks off excess glass by hand or with notched tool. Fastens glass panes into wood or metal sash with glazier's points and spreads smooth putty or sealant around edge of panes to seal joint. Installs mirrors or structural glass on building fronts, wall ceilings or tales using mastic, screws, or decorative molding. Bolts metal hinges, handles, locks or other prefabricated glasses doors or windows. Sets glass doors into frame and fits hinges. May press plastic adhesive film to glass with tinting solution to prevent light glare. May install stained glass, shower panels or doors.

| Pricing - Glazier | | | | | |
|--|--|----|----|----|----|
| | 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 13 – Hauling and Backhoe (skid steer) Services

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

All hourly rates must include equipment, operator, mileage, mobilization fees, etc.

Jobs under this group are expected to be smaller jobs. For example, movement of sand from one location to another.

| Pricing – Hauling and Backhoe (skid steer) Services | | | | |
|---|--|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | |

| Specified Services | | |
|-------------------------|------|------|
| Service | Cost | Unit |
| Backhoe | | Hour |
| Skid Steer | | Hour |
| Mini Excavator | | Hour |
| Screener | | Hour |
| Dump Truck – 0 to 5 CY | | Hour |
| Dump Truck – 6 to 10 CY | | Hour |
| Dump Truck – Over 10 CY | | Hour |

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

Pricing & Specifications

Group 14 – Herbicides and Weed Control

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

Application of herbicides, to control weed growth, on rights-of-way and/or storm drainage easements. Must apply herbicide per manufacturer's specifications. All herbicide applications shall be inspected by a City representative to determine successfulness of the application. All herbicide applications shall be visually identifiable via spray indicator dye. Contractor shall use a State of Arizona Commercial Licensed Herbicide Applicator. **A copy of the license must be included with response.** Contractor shall have on staff a State of Arizona – Registrar of Contractors Qualifying Party. **A copy of QP license must be submitted with response**

Vegetation Management services shall include clearing and grubbing unwanted vegetation, brush mowing, and stump grinding in City rights-of-way or storm drainage easements. Locations include improved and unimproved rights-of-way, alleys, vacant lots, drainage easements, retentions basins, City streets, City facilities, and various associated areas throughout the City.

Contractor shall provide all equipment, materials, supplies, and personnel necessary to provide landscape maintenance and weed control services. Contractor shall be responsible for compliance with all federal, state, and local laws, regulations, statutes, codes, permits, etc. Contractor shall follow all City of Tempe, County, State, Federal, and OSHA rules and regulations pertaining to work being performed.

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

| Herbicide Product Costs | | |
|-------------------------|------|------|
| | Cost | Unit |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

Pricing & Specifications

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 | | | | |
| 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 16 – Job Site Cleanup

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

This specialty is specific to cleaning services related to unusual situations and is intended to be used only when unusual circumstances exist, general clean up might include clean-up of an area after construction type work, etc.

It is expected that all materials typically utilized in these service categories be included in the hourly cost submitted.

| Pricing – Job Site Cleanup | | | | | |
|--|--|----|----|----|----|
| | 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 17 – Landscape, Irrigation and Drip System Maintenance and Repairs

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

| Pricing – Landscape, Irrigation and Drip System Maintenance and repairs | | | | | |
|---|----|----|----|----|----|
| 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 18 – Lighting Installation

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

Installation of City provided lighting fixtures. Pricing is to include labor and, if required, bucket truck.

This work will primarily be for the replacement of street-light assemblies. This category may also provide for the installation of interior building lighting fixtures. The City will provide the lighting fixtures.

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

| Pricing – Light Installation | | | | | |
|--|--|----|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Overtime, weekends, holidays, etc | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | | |

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

Pricing & Specifications

Group 19 – Masonry - Repairs and Maintenance (including Block Wall)

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

Repair and finishing of all vertical block, bricks, stucco work used in buildings. Includes block fencing that borders alleys. Includes pavers. Includes painting, mortar and texturing.

| Pricing – Masonry- Repairs and Maintenance (including Block Wall) | | | | | |
|---|----|----|----|----|----|
| 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 20 – Metal/Plastic Fabrication Services

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

Fabrication may be based on drawings, duplication of a provide assembly, or from on-site measurements made by submitting firm.

| Category | Submitting For this Category | Description of Services Offered |
|---------------------|------------------------------|---------------------------------|
| Metal Fabrication | | |
| Plastic Fabrication | | |

| Pricing – Metal/Plastic Fabrication Work | | | | | |
|--|--|----|----|----|----|
| | 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 21 – Painting, Coatings, Wall covering & Repair

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

Patching, priming and painting of interior and exterior walls/trims/and metalwork, etc. Removal of old paint, rust removal via sanding, wire-brushing, etc. Repair/replacement of vinyl cove base. Wall preparation for wallcovering. Removal of existing wallcovering. Patch & size wall, if necessary. Install new wallcovering.

| Pricing – Painting/Wallcovering & Repair | | | | | |
|--|--|----|----|----|----|
| | 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 22 - Plumbing

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

Installation, alteration and repair of all piping, fixtures and appliances related to water supply, venting and sanitary drainage systems. Repair plumbing leaks in toilets, sinks, and piping. Replace plumbing traps. Repair/replace roof drains. Repair/replace pumps and motors associated with plumbing systems, etc.

Sewer and drain clean out, grease trap pumping and maintenance, interceptor pumping, septic tank pumping sewer line maintenance, lift station clean out, toilet and urinal cleanout and repair, root treatment, line jetting,

| Pricing – Plumbing | | | | | |
|--|--|----|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Overtime/Weekends | \$ | \$ | \$ | \$ | \$ |
| Holidays | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | | |

| Parts Discounts Offered | |
|-------------------------|------------------|
| Manufacturer | Discount Offered |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |

| Other Services Offered | | |
|------------------------|------|------|
| Service | Cost | Unit |
| | | |
| | | |
| | | |
| | | |
| | | |

Pricing & Specifications

Group 23 – Pressure Washing - Exterior

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

Pressure washing may include street, sidewalk, exterior building facades, garbage enclosures, etc.

| Pricing – Pressure Washing - Exterior | | | | | |
|--|--|----|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| | | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Weekend Hours | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | | |

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

Pricing & Specifications

Group 24 – Restoration / Rehabilitation of Historic Buildings or Structures

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

Firms must possess a thorough knowledge of the requirement pertaining to repair and maintenance work on historic buildings. A contractor applying in this group must be able to provide evidence of their qualification to meet the stringent requirements for repair and maintenance of historic buildings.

- The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.
- A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

| Pricing – Restoration / Rehabilitation of Historic Buildings or Structures | | | | | |
|--|--|----|----|----|----|
| | 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 25 – Rodent Control (mice, roof rats, sewer rats)

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

| Pricing – Rodent Control (mice, roof rats, sewer rats) | | | | | |
|--|--|----|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| | | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Weekends/Overtime | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | | |

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

Pricing & Specifications

Group 26 – Roofing Repair Work

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

Repair and finishing of tiles, composition, rolled, built-up and membrane systems. To include underlayment and support repairs. Maximum response time of 24 hours required.

Additionally, pricing is being requested for analysis of roofing problems to determine cause of leak and extend of repairs.

| Pricing – Roofing Repair Work | | | | |
|--|--|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ |
| Overtime Rate | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | |

| Roofing Analysis | Cost | Unit |
|---------------------------------------|------|------|
| Thermal Testing | \$ | |
| Testing for Leaks | \$ | |
| Other available services for analysis | | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

| Parts Discounts Offered | |
|-------------------------|------------------|
| Manufacturer | Discount Offered |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |

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

Pricing & Specifications

Group 27 – Small Engine – Tool Repair (weed eater, chainsaws, blower, lawnmower, electrical and gas, etc.)

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

Repairs include small engine items like weed eater, chainsaws, lawnmowers, leaf blowers (electrical and gas)

| Pricing – Small Engine / Tool Repair | | | | | |
|--|--|----|----|----|----|
| | 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 | Cost | Unit |
| | | |
| | | |
| | | |
| | | |
| | | |

Pricing & Specifications

Group 28 – Solar Panel Systems - Inspection, Maintenance and Repair

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

The City of Tempe, coupled with The City of Mesa are seeking contractors to inspect, maintain, and repair existing City-owned solar panel systems.

City of Tempe Systems

- **Fire Station 7 – 8607 S. McClintock - Date installed: 12/1/2019**
 - Solar carport, behind fire station; fixed mount
 - 21.46 kW DC
 - Panels are Solarworld SWA 295; 233.6 Watt modules (48)
 - Inverter is Fronius Symo
- **East Valley Bus & Operations Maintenance Facility (EVBOM) – 2050 W Rio Salado Parkway – Date installed: 2/1/2013**
 - Solar structure/roof above EVBOM guard shack
 - 13 kW DC
 - Kyocera 245W panels
 - Inverter type unknown
- **Tempe Beach Park – 80 W. Rio Salado Parkway - Date installed: 4/1/2011**
 - Solar structure/ ramada over picnic area, next to baseball field
 - 10kW DC
 - Microinverters are attached to solar panels; solar panels & microinverter types unknown
 - system is currently not working

City of Mesa Systems

- **7808 E. Brown Rd. Date installed: 6/14/2011**
 - Solfocus was originally designed as a site to test cutting-edge photovoltaic technologies. There are six tracking arrays and four static arrays outfitted with Solfocus 850 W/m² DNI, 20°C Ambient, on-sun panels that total 60 kW. The arrays are ground-mounted in a field adjacent to Red Mountain Softball Complex.
- **Fire Station 219 – 3361 S. Signal Butte Rd. Date installed: 5/30/2012**
 - Fire Station 219's roof-mounted array is the smallest in the City - 5 kW. The system is currently not producing kWh and will require repair and ongoing maintenance.
- **Fire Station 220 – 32 S. 58th St. Date installed: 10/1/2012**
 - Fire Station 220's has a roof-mounted 20 kW array and has been the City's most reliable system since its installation in 2013. The system currently only requires preventative maintenance.
- **Household Hazardous Materials Facility – 2412 N. Center St. Date installed: 9/1/2018**
 - The Household Hazardous Materials Facility is roof-mounted 18.2 kW array and is the City's most recent installation. The system currently only requires preventative maintenance.

Pricing & Specifications

Group 28 – Solar Panel Systems - Inspection, Maintenance and Repair (continued)

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

| Pricing – Labor hour – Solar Panel Systems - Inspection / Maintenance and Repair | | | | | |
|--|----|----|----|----|----|
| 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 to include inspection of solar system if capable of pricing on flat rate per system. | Cost | Unit |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

| | |
|--|--|
| Please State the Recommended Inspection Frequency (monthly, quarterly, semi-annually, etc) | |
|--|--|

Pricing & Specifications

Group 29 – Storage / Temporary Storage Units

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

Temporary storage units delivered to City property. All temporary storage units must have ability to be locked and secured. Some leveling of the unit may be required as needed.

Offsite commercial storage facilities may be considered.

| Pricing – Labor Rate (pick up – delivery) temporary units | | | | |
|---|----|----|----|----|
| Provide your firms job title(s) and hourly rate(s) below | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | |

| Sizes and Cost of delivered temporary storage unit | | | | |
|--|------------|-------------|--------------|---------------|
| Indicate size (L x W x H) | Daily Cost | Weekly Cost | Monthly Cost | Purchase Cost |
| | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ |

| Sizes and Cost of offsite commercial storage unit | | |
|---|--------------|----------|
| Indicate size (L x W x H) | Monthly Cost | Location |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

Pricing & Specifications

Group 30 – Water Remediation and Repairs

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

This group provides for clean-up from water damage. Some of the requested services are to include:

- 24-hour emergency response
- Water extraction
- Water dehumidification
- Deodorization
- Removal of debris

| Pricing – Water Remediation and Repairs | | | | | |
|--|----|----|----|----|----|
| Provide your firms job title(s) and hourly rate(s) below | | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Weekend/Overtime | \$ | \$ | \$ | \$ | \$ |
| Holidays | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | | |

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

Pricing & Specifications

Group 31 – Welding & Fabricating

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

The performance of welding techniques by the use of processes common to the industry, including general on-site job layout, cutting, and assembly.

| Pricing – Welding & Fabricating | | | | |
|--|--|----|----|----|
| | 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 32 – Window Cleaning Services

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

Interior and exterior window cleaning services. Will include multi story buildings.

| Pricing – Window Cleaning Services | | | | | |
|--|--|----|----|----|----|
| | 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 33 – Window Tinting (Exterior / Interior) and Exterior Window Coverings

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

Installation, repair and supply of all light/heat control tinting and coverings.

The City goals are:

- Filter, diffuse or block light
- Reduce solar heat gain
- Reduce glare
- Filter or block UV rays (specify what percent of blockage)
- Block solar energy
- Increase energy efficiency

| Pricing – Window Tinting (Exterior / Interior) and Exterior Window Coverings | | | | | |
|--|--|----|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | | % | |

Available Products

List all manufacturers for which you offer products and available discount – list all manufacturers even if no discount is offered

| Discounts Offered | |
|-------------------|------------------|
| Manufacturer | Discount Offered |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |

| Other Services Offered | | |
|------------------------|------|------|
| | Cost | Unit |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

Pricing & Specifications

Group 34 – Window Treatments (Interior) Covering and Room Dividers, Blinds

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

Installation, repair and supply of interior window treatments and dividers.

This category may include interior window tinting, blinds, drapes, etc.

| Pricing – Window Treatments (Interior) Covering and Room Dividers, Blinds | | | | | |
|---|--|----|----|----|----|
| | Provide your firms job title(s) and hourly rate(s) below | | | | |
| Weekdays- Straight Time | \$ | \$ | \$ | \$ | \$ |
| Markup on direct cost of parts and materials | | | % | | |

Available Products

List all manufacturers for which you offer products and available discount – list all manufacturers even if no discount is offered.

| Parts Discounts Offered | |
|-------------------------|------------------|
| Manufacturer | Discount Offered |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |
| | % |

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

Pricing & Specifications

“Return this Section with your Response”

* Applicable Tax ____ %

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

Less prompt payments discount terms of __ % __ 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:

Yesenia Loredó-Flores
Carlene Foster
Vacant

Letters A – H and Numbers
Letters I – Z
General AP Inquiries and AP Checks

Proposal Questionnaire

“Return this Section with your Response”

Questionnaire responses and supporting documentation provided **will** be used to evaluate the proposal. In order to evaluate an Offeror’s overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

| Question | Response |
|--|--|
| 1 Provide the address of the facility that will provide services to the City of Tempe. | |
| 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. | |
| 3 Please provide contact information for the primary account representative and a backup contact for the City of Tempe. <ul style="list-style-type: none"> • Contact Name • Phone Number • Cell Phone Number • e-mail address | <p>Some suppliers provided more pricing on services and additional categories than what we asked for – what do we put on contract? Evaluation committee discussion</p> <p>Provide contact information below</p> |
| 4 Can you provide services to the City 24-hour per day? | Noted on spreadsheet |
| a If so, provide your 24-hour phone number. | |
| 5 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>Do we want an office admin to call and validate these licenses (are they in good standing, not just active?)</p> |
| 6 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>Charlie – we need someone from the City that knows historic buildings to participate on this category</p> |
| 7 Do you intend to utilize sub-contractors? | Noted on spreadsheet |
| a If yes, provide name and contract information to right | |
| 8 Will you comply with or exceed the two-year warranty provision as requested by the City? | |
| a What warranty will you provide? | |
| 9 Do you agree to the Terms and Conditions of this RFP? | Noted on spreadsheet |
| a If No, explain to right | |
| 10 List three (3) governmental or corporate references for which you currently provide similar services. <ul style="list-style-type: none"> • Organization/Firm Name • Contact Name • Phone Number • Brief description of work preformed | <p>Provide Reference Information Below</p> |
| 11 Describe the experience your firm has in providing the trade service groups being offered. | |
| 12 Indicate your workers compensation experience modifier (E-Mod). Provide E-Mod rate for the most recent three (3) years. | |

Proposal Questionnaire

“Return this Section with your Response”

| | | |
|----|--|--|
| 13 | Discuss your methodology in maintaining a safe work environment. | |
| 14 | Describe your quality control process. | |

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

| | Award Criteria | Weight | X | Rating | = | Points |
|----|---|--------|---|--------------|----------|--------|
| 1. | Cost (labor, Parts, Discounts, Other) | 30 | X | _____ | = | _____ |
| 2. | Firm (Qualifications, Experience, Licensing, References, etc.) | 35 | X | _____ | = | _____ |
| 3. | General (Warranty offered, satisfactory billing statement, E-Mod factors) | 25 | X | _____ | = | _____ |
| 4. | Overall response to RFP (Quality, Composition and Completeness of response, Acceptance of Terms & Conditions) | 10 | X | _____ | = | _____ |
| | | | | Total | = | _____ |

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

| | |
|--------------------------------------|--------|
| <i>Outstanding</i> | 9 - 10 |
| <i>Good</i> | 6 - 8 |
| <i>Average</i> | 3 - 5 |
| <i>Poor</i> | 1 - 2 |
| <i>Not Addressed or Unacceptable</i> | 0 |

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

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: _____ | |
| Company Purchase Order Mailing Address: | |
| Street Address: _____ | |
| City, State, Zip: _____ | |
| Contact Person: _____ | Phone Number: _____ |
| E-mail Address: _____ | Cell Number: _____ |
| <u>Remit to Information</u> | |
| Company Name (as it appears on invoice): _____ | |
| Company Payment Remit to Address: | |
| Street Address: _____ | |
| City, State, Zip: _____ | |
| <u>Company Tax Information</u> | |
| If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____ | |
| <u>Payment Options</u> | |
| Will your company accept the City's Master Card for payment? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Will your company accept Payment via ACH (Automated Clearing House) for payment? | Yes <input 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.

Signature of Authorized Offer

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

_____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

Current copy of antidiscrimination policy attached

OR

I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

| Item | Question | Response |
|--------------------------------------|---|----------|
| Corporate Sustainable Actions | | |
| 1. | What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link. | |
| 2. | What is your company doing to be more energy efficient? | |
| 3. | What is your company doing to reduce greenhouse gas emissions? | |
| 4. | What is your company doing to reduce waste transferred to landfills? | |
| 5. | What is your company doing to reduce water waste? | |
| 6. | What kind of effort does your company make to reduce the use of environmentally harmful materials (<i>such as cleaning products, etc.</i>)? | |
| 7. | Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain. | |
| 8. | Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain. | |

Supplier Sustainability Questionnaire

| Item | Question | Response |
|---------------------------------------|--|----------|
| Product Sustainable Attributes | | |
| 1. | Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation | |
| 2. | Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate | |
| 3. | Does the product being offered include any recycled materials? If yes, please explain. | |
| 4. | What measures have been taken to reduce unnecessary packaging materials associated with the product being offered? | |
| 5. | What kind of reusable, recyclable, and/or compostable packaging materials does your company use? | |
| 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. | |
| 7. | Please provide any additional information you would like to share regarding your product's sustainable attributes. | |

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

Sustainable Packaging:

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

Cleaning Products:

<https://www.epa.gov/saferchoice>

Tool to Measure and Track your Waste and Recycling:

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

Water Conservation:

<http://water.epa.gov/polwaste/nps/chap3.cfm>

Package Label

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

| 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) | |
| 8. | If company has 15 or more employees include a copy of its anti-discrimination policy | |
| 9. | Signed Addenda (if applicable) | |
| 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

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 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.

Name of Company

By – Name and Title (Please Print)

Email Address

Telephone

City State Zip

Authorized Signature

City of Scottsdale Attachment A – Existing Solar Systems & Locations



**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 Business
Center.pdf



McCormick Railroad
Park.pdf



Lost Dog Wash
Park Restrooms.pdf



Gateway Trailhead
Maintenance Buildir



Fire Station 608.pdf



Fire Station 602.pdf



Fire Station 601.pdf



Cavalliere Park.pdf



Browns Ranch
Trailhead.pdf



Appaloosa
Library.pdf



Westworld
Restrooms.pdf

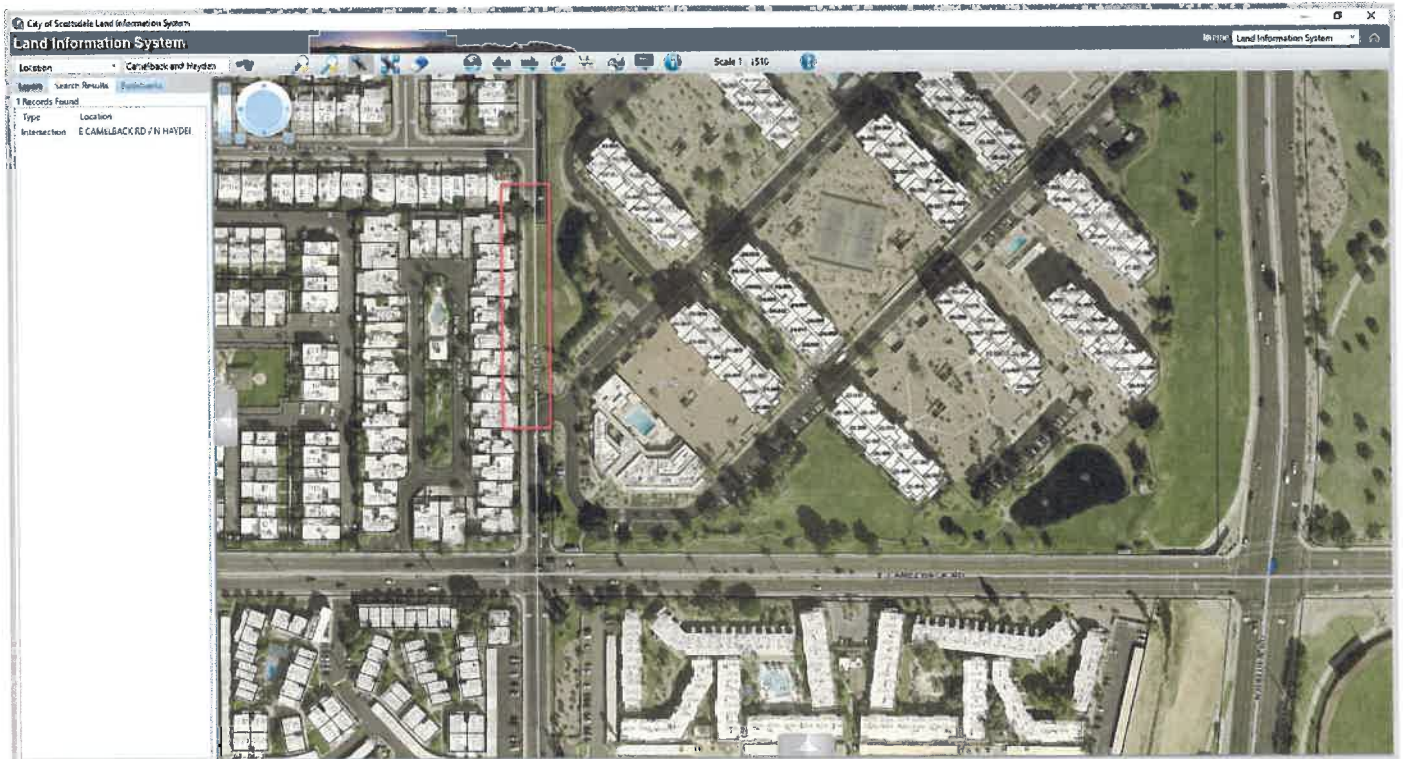


Tom's Thumb
Trailhead.pdf

City of Scottsdale Attachment C – Solar Hardscape



City of Scottsdale Camelback north of Hayden at 78th 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 |
| Service | |
| 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 |
| Testing | |
| 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 |

| | |
|--------------------|--|
| | 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. |
| Ground fault tests | |
| Site Photos | 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

Issue Date: | 09/29/2021

This addendum will modify and/or clarify:

Solicitation No.: | 22-001

and is

Addendum No.: | #2

Procurement Description: | Trade Services

Please be advised that the due date has changed to **October 5, 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.

Name of Company

By – Name and Title (Please Print)

Email Address

Telephone

City State Zip

Authorized Signature

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

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.

Name of Company

By – Name and Title (Please Print)

Email Address

Telephone

City State Zip

Authorized Signature

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KOWALSKI CONSTRUCTION INC.**

**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the term and conditions of this Agreement and the City of Tempe Contract No. T22-004-32 the City is retaining Kowalski Construction Inc. to provide general and emergency construction services and restoration/rehabilitaiton of historic buildings and/or structures at the City of Glendale on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KOWALSKI CONSTRUCTION INC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$1,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay contractor compensation in accordance with the rates as set forth in the City of Tempe Contract No. T22-001-32, to provide general and emergency construction services and restoration and rehabilitaiton of historic buildings and/or structures at the City of Glendale on an as-needed basis.

ENTITY INFORMATION

Search Date and Time: 1/4/2023 3:49:16 PM

Entity Details

KOWALSKI CONSTRUCTION, INC.

Entity Name:

01316134

Entity ID:

Domestic For-Profit (Business) Corporation

Entity Type:

Active

Entity Status:

7/18/1980

Formation Date:

In Good Standing

Reason for Status:

8/8/1980

Approval Date:

7/18/1980

Status Date:

Original Incorporation Date:

Perpetual

Life Period:

[Privacy Policy \(http://azcc.gov/privacy-policy\)](http://azcc.gov/privacy-policy) | [Contact Us \(http://azcc.gov/corporations/corporation-contacts\)](http://azcc.gov/corporations/corporation-contacts)

Business Type: