

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

**REFRIGERATION SUPPLIES DISTRIBUTOR CORPORATION**

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 Refrigeration Supplies Distributor Corporation, a(n) California corporation authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On April 28, 2020, under S.A.V.E Cooperative Purchasing Agreement, the City of Tucson entered into a contract with Contractor to purchase the goods and services described in the City of Tucson Contract No. 202325-03 (“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 April 28, 2020, until the date the contract expires on April 27, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 27, 2023. The City may renew the term of this Agreement for two additional one year terms until the Cooperative Purchasing Agreement expires on April 27, 2025. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the

Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred and fifty thousand dollars (\$150,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Todd Blair  
6210 W. Myrtle Ave. Suite 111  
Glendale, AZ 85301

And

Refrigeration Supplies Distributor  
c/o Dan Ridenour  
303 S. Kino Pkwy  
Tucson AZ 85719

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

"City"

"Contractor"


City of Glendale, an Arizona  
municipal corporation

Refrigeration Supplies Distributor Corporation,  
a California corporation

By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

By:

  
\_\_\_\_\_  
Name: Dan Ridenour  
Title: District Business Manager

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  
REFRIGERATION SUPPLIES DISTRIBUTOR CORPORATION**

**EXHIBIT A**

(City of Tucson Contract No. 202325-0 HVAC Supplies QVL Refrigeration Supplies Distributor)

# CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4126 / FAX: (520) 791-4735  
JOSEPH.PALACINO@TUCSONAZ.GOV  
ISSUE DATE: July 18, 2022

CONTRACT #202325-03  
CONTRACT ADDENDUM NUMBER: TWO (2)  
PAGE 1 of 2  
JP  
CONTRACT OFFICER: JOSEPH PALACINO

## HVAC SUPPLIES - QVL

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM ONE (1): RENEWAL

Pursuant to Paragraph III (Term and Renewal) of the Contract, the City is hereby exercising its option to renew the contract for the period of **April 28, 2022, through April 27, 2023.**

### ITEM ONE (2): PRICE ADJUSTMENT

#### PRICE PAGE

Prices shall be based on the percentage discount off a referenced manufacturer's price list. A copy of the referenced price list and the applicable catalog(s) shall be enclosed with the Addendum.

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The following Blanket Discount shall be given to all items, relative to the above-mentioned Price List:

Discount: 20%

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This Blanket Percentage-off Price List shall be viable for review at the term of next Price Adjustment period, at time of Renewal.

[This area is intentionally blank]

# CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4126 / FAX: (520) 791-4735  
JOSEPH.PALACINO@TUCSONAZ.GOV  
ISSUE DATE: July 18, 2022

CONTRACT #202325-03  
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PAGE 2 of 2  
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CONTRACT OFFICER: JOSEPH PALACINO

\*\*\* END OF AMENDMENTS \*\*\*

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Refrigeration Supplies Distributor

CITY OF TUCSON: \_\_\_\_\_

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 20th DAY  
OF July, 2022, AT TUCSON, ARIZONA.

C. J. Lambert 7-19-22  
Signature of person authorized to sign Date

Matthew Sage for  
as Director of Business Services and not personally

JOHN LAMBERT / BRANCH MANAGER  
Name and Title (typed or printed legibly)

REFRIGERATION SUPPLIES DISTRIBUTOR  
Company Name

303 S KIND PKWY  
Address

JLAMBERT@RSD.NET  
Email Address

TUCSON AZ 85719  
City State Zip

JOHN LAMBERT  
Contact information for Sales/Account Representative  
for daily business operations:

JOHN LAMBERT / BRANCH MANAGER  
Name and Title (typed or printed legibly)

520-623-5887  
Phone Number

JLAMBERT@RSD.NET  
Email Address

**PRICE PAGE**

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Please indicate the manufacturer and part number for each item on the Price Page.

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any offer by any vendor, but is only listed in order to advise potential offerors of the requirements of the City. Any offer which proposes like quality, design or performance will be considered.

The items presented on the following pages are a representative group of sample items for the purpose of evaluation. They are not inclusive of all the items that will be purchased by the City under this contract.

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
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<b>HVAC SUPPLIES AND PRODUCTS</b>
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1.	A.O. Smith Motor Condenser Fan, 1/3 HP, 825 RPM, 460 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed	Each	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;"><i>* Cost</i></td> <td style="width: 50%;"><i>* Sell</i></td> </tr> <tr> <td>\$ 281.68</td> <td>352.10 <i>*</i></td> </tr> </table>	<i>* Cost</i>	<i>* Sell</i>	\$ 281.68	352.10 <i>*</i>
<i>* Cost</i>	<i>* Sell</i>						
\$ 281.68	352.10 <i>*</i>						
	Manufacturer & Part #: <u>FASCO D921</u>						
2.	G.E. Motor Condenser Fan, 1/6 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed Rev	Each	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;"><i>* Cost</i></td> <td style="width: 50%;"><i>* Sell</i></td> </tr> <tr> <td>\$ 143.45</td> <td>179.32 <i>*</i></td> </tr> </table>	<i>* Cost</i>	<i>* Sell</i>	\$ 143.45	179.32 <i>*</i>
<i>* Cost</i>	<i>* Sell</i>						
\$ 143.45	179.32 <i>*</i>						
	Manufacturer & Part #: <u>FAS D793</u>						
3.	G.E. Motor Condenser Fan, 1/8 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed Rev	Each	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;"><i>* Cost</i></td> <td style="width: 50%;"><i>* Sell</i></td> </tr> <tr> <td>\$ 105.61</td> <td>132.02 <i>*</i></td> </tr> </table>	<i>* Cost</i>	<i>* Sell</i>	\$ 105.61	132.02 <i>*</i>
<i>* Cost</i>	<i>* Sell</i>						
\$ 105.61	132.02 <i>*</i>						
	Manufacturer & Part #: <u>G.E. 03202</u>						
4.	Emerson Motor Condenser Fan, 1/4 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Slv Bearing, Totally Enclosed Rev	Each	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;"><i>* Cost</i></td> <td style="width: 50%;"><i>* Sell</i></td> </tr> <tr> <td>\$ 104.71</td> <td>130.89 <i>*</i></td> </tr> </table>	<i>* Cost</i>	<i>* Sell</i>	\$ 104.71	130.89 <i>*</i>
<i>* Cost</i>	<i>* Sell</i>						
\$ 104.71	130.89 <i>*</i>						
	Manufacturer & Part #: <u>U.S. MOTOR 1874H</u>						



CITY OF TUCSON BUSINESS SERVICES DIVISION  
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
 EMAIL: JOSEPH.PALACINO@TUCSONAZ.GOV

CONTRACT 202325-03  
 PRICE PAGE  
 SENIOR CONTRACT OFFICER: JOSEPH PALACINO  
 PH: (520) 837-4126 / FAX: (520) 791-4735

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
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HVAC SUPPLIES AND PRODUCTS			
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ITEM	DESCRIPTION	UNIT OF MEASURE	COST	SELL
12.	Fasco Evap Motor, 1/2 HP, 230 Volt, 1 PH, 1625 RPM Manufacturer & Part #: <u>A.D. Smith FD1054</u>	Each	\$213.00	266.25
13.	G.E. Motor Indoor Blower, 1/4 HP, 1625 RPM, 3 Speed, 208-230 Volt, 1 PH, 48 FR, Slv Bearing Rev Manufacturer & Part #: <u>A.D. Smith FD1074</u>	Each	\$155.96	194.95
14.	Browning V-Belt Fractional Horsepower 1180 Manufacturer & Part #: <u>BROWNING 3LIB0</u>	Each	\$4.33	5.42
15.	Browning V-Belt Fractional Horsepower 2180 Manufacturer & Part #: <u>BROWNING 4LIB0</u>	Each	\$4.54	5.60
16.	Honeywell Digital Thermostat, Round, Nonprogrammable, Heat Only 40 to 90 F, 2 Wire, RW Manufacturer & Part #: <u>Honeywell TB975CL005</u>	Each	\$47.35	59.19
17.	Honeywell Thermostat, Focus PRO, Digital, Non Programmable, 1 HT/1 CL, White, GE & HT Pump, 24 Vac/750 Mv Manufacturer & Part #: <u>Honeywell TH1110D2009</u>	Each	\$31.67	39.59

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 PRICE PAGE  
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 PH: (520) 837-4126 / FAX: (520) 791-4735

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M	
<b>HVAC SUPPLIES AND PRODUCTS</b>				
18.	Dial Manufacturing, Float Valve, 1/4" Compression, Polypropylene Float and Valve Assembly			
	Manufacturer & Part #: <u>DIAL 4153</u>	Each	Cost \$ 5.45	Sell 6.82*
19.	Dial Manufacturing, Evap Cooler Pump 6500, 11,000 CFM, 115 Volt, 420 GPH			
	Manufacturer & Part #: <u>DIAL 1020</u>	Each	\$ 18.30	22.88*
20.	Lau Industries, Blower Wheel, DD10-10A, 11-1/8" Diameter x 10-5/8" Wide x 1/2" shaft concave CW			
	Manufacturer & Part #: <u>LAV 013372-03</u>	Each	\$ 58.74	73.43*
			TOTAL:	\$1688.00 2111.17*

\*

Sell Prices are subject to change when RSD's cost changes from the supplier.

Sell prices may go up or down.

Sell price will always reflect a 20% profit margin on these items.



# **Contract #202325-03**

## **HVAC Supplies QVL**

### **Refrigeration Supplies Distribution**

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- 5. RFP# 202356**

Contract # 155152-03

HVAC Supplies OVI

Integration Support Distribution

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1. Refrigeration Supplies Distribution's

BAFO Response

2. Refrigeration Supplies Distribution's

BAFO Response

# **1. Refrigeration Supplies Distribution's BAFO Response**

**PRICE PAGE**

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Please indicate the manufacturer and part number for each item on the Price Page.

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any offer by any vendor, but is only listed in order to advise potential offerors of the requirements of the City. Any offer which proposes like quality, design or performance will be considered.

*The items presented on the following pages are a representative group of sample items for the purpose of evaluation. They are not inclusive of all the items that will be purchased by the City under this contract.*

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
<b>HVAC SUPPLIES AND PRODUCTS</b>			
1.	A.O. Smith Motor Condenser Fan, 1/3 HP, 825 RPM, 460 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed	Each	\$ <u>244.98</u>
	Manufacturer & Part #: <u>FASCO D921</u>		
2.	G.E. Motor Condenser Fan, 1/6 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed Rev	Each	\$ <u>125.99</u>
	Manufacturer & Part #: <u>FASCO D793</u>		
3.	G.E. Motor Condenser Fan, 1/8 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed Rev	Each	\$ <u>129.60</u>
	Manufacturer & Part #: <u>G.E. 03202</u>		
4.	Emerson Motor Condenser Fan, 1/4 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Slv Bearing, Totally Enclosed Rev	Each	\$ <u>88.70</u>
	Manufacturer & Part #: <u>US MOTOR 1074H</u>		

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
<b>HVAC SUPPLIES AND PRODUCTS</b>			
5.	Fasco, Condenser Motor, 1/2 HP, 825 RPM, 208-230 Volt, 1 PH	Each	\$ <u>98.43</u>
	Manufacturer & Part #: <u>MARS 20746</u>		
6.	Fasco, Condenser Motor, 3/4 HP, 1075 RPM, 208-230 Volt, 1 PH	Each	\$ <u>81.73</u>
	Manufacturer & Part #: <u>MARS 10731</u>		
7.	Nu-Calgon Alka-Brite Plus, Coil Cleaner, 1 gallon	Each	\$ <u>19.09</u>
	Manufacturer & Part #: <u>NU-CALGON 4120-08</u>		
8.	Nu-Calgon Cal Brite, Coil Cleaner, 1 gallon	Each	\$ <u>24.20</u>
	Manufacturer & Part #: <u>NU-CALGON 4133-08</u>		
9.	Emerson Motor Indoor Blower, 1/3 HP, 1075 RPM, 3 Speed, 115 Volt, 1 PH, 48 FR, Slv Bearing Rev	Each	\$ <u>65.84</u>
	Manufacturer & Part #: <u>USM 1864</u>		
10.	G.E. Motor Indoor Blower, 1/6 HP, 1550 RPM, 115-208-230 Volt, 1 PH, 48 FR, Shaded Pole	Each	\$ <u>104.84</u>
	Manufacturer & Part #: <u>FASEO D338</u>		
11.	Emerson Motor Indoor Blower, 1/4 HP, 1075 RPM, 3 Speed, 230 Volt, 1 PH, 48 FR, Slv Bearing Rev	Each	\$ <u>62.24</u>
	Manufacturer & Part #: <u>US MOTOR 1971</u>		

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
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<b>HVAC SUPPLIES AND PRODUCTS</b>			
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- |     |  |      |                  |
|-----|--|------|------------------|
| 12. | Fasco Evap Motor, 1/2 HP, 230 Volt, 1 PH, 1625 RPM<br>Manufacturer & Part #: <u>AO SMITH FD1054</u>  | Each | \$ <u>203.55</u> |
| 13. | G.E. Motor Indoor Blower, 3/4 HP, 1625 RPM, 3 Speed, 208-230 Volt, 1 PH, 48 FR, Slv Bearing Rev<br>Manufacturer & Part #: <u>AO SMITH FD1074</u>                 | Each | \$ <u>147.38</u> |
| 14. | Browning V-Belt Fractional Horsepower 1180<br>Manufacturer & Part #: <u>BROWNING 3L180</u>   | Each | \$ <u>4.38</u>   |
| 15. | Browning V-Belt Fractional Horsepower 2180<br>Manufacturer & Part #: <u>BROWNING 4L180</u>   | Each | \$ <u>4.59</u>   |
| 16. | Honeywell Digital Thermostat, Round, Nonprogrammable, Heat Only 40 to 90 F, 2 Wire, RW<br>Manufacturer & Part #: <u>Honeywell TB775C1005</u>                     | Each | \$ <u>55.25</u>  |
| 17. | Honeywell Thermostat, Focus PRO, Digital, Non Programmable, 1 HT/1 CL, White, GE & HT Pump, 24 Vac/750 Mv<br>Manufacturer & Part #: <u>Honeywell TH1110D2009</u> | Each | \$ <u>33.10</u>  |

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
<b>HVAC SUPPLIES AND PRODUCTS</b>			
18.	Dial Manufacturing, Float Valve, 1/4" Compression, Polypropylene Float and Valve Assembly	Each	\$ <u>4.69</u>
	Manufacturer & Part #: <u>DIAL 4153</u>		
19.	Dial Manufacturing, Evap Cooler Pump 6500, 11,000 CFM, 115 Volt, 420 GPH	Each	\$ <u>22.88</u>
	Manufacturer & Part #: <u>DIAL 1020</u>		
20.	Lau Industries, Blower Wheel, DD10-10A, 11-1/8" Diameter x 10-5/8" Wide x 1/2" shaft concave CW	Each	\$ <u>44.00</u>
	Manufacturer & Part #: <u>LAV 013322-03</u>		
<b>TOTAL:</b>			\$ <u>1565.46</u>



[EXTERNAL]RE: Ciy of Tucson RFP 202325 HVAC Supplies QVL - Intent to Negotiate

John Lambert <jlambert@rsd.net>

Mon 2/24/2020 8:57 AM

To: Andrew Klos <Andrew.Klos@tucsonaz.gov>

Andrew, Refrigeration Supplies Distributor's initial offer from November 8<sup>th</sup>, 2019 stands.

Sincerely,

John Lambert  
Branch Manager  
R.S.D. Tucson  
office - 520-623-5887  
fax - 520-623-1553



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**From:** Andrew Klos [mailto:Andrew.Klos@tucsonaz.gov]  
**Sent:** Friday, February 21, 2020 12:28 PM  
**To:** John Lambert  
**Subject:** Ciy of Tucson RFP 202325 HVAC Supplies QVL - Intent to Negotiate

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

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Please see attached. The City is requesting the return of a Best and Final Offer (BAFO) by **Monday, March 2, 2020**.

Thank you.

**Andrew Klos**  
**Senior Contract Officer**  
***One City - One Team***  
**City of Tucson Business Services Department**  
**Shared Services - Procurement**  
**Water/Police/Fire/HR Satellite Team**  
**310 W Alameda - La Entrada Bldg**  
**Phone:** (520) 837-6685  
**Fax:** (520)791-4735  
**Email:** Andrew.Klos@tucsonaz.gov  
**Website:** [www.tucsonprocurement.com](http://www.tucsonprocurement.com)

**VALUES AND GUIDING PRINCIPLES OF PUBLIC PROCUREMENT**

**\* Accountability \* Ethics \* Impartiality \* Professionalism \* Transparency \* Service \***

## 2. City Intent to Negotiate/Request for BAFO



**CITY OF  
TUCSON**  
BUSINESS  
SERVICES  
DEPARTMENT -  
PROCUREMENT

February 21, 2020

Sent This Day Via E-Mail

Mr. John Lambert, Tucson Branch Manager  
Refrigeration Supplies Distributor  
303 S Kino Pkwy  
Tucson, AZ 85719  
[jlambert@rsd.net](mailto:jlambert@rsd.net)

**RE: Intent to Negotiate RFP NO. 202325 – HVAC Supplies Qualified Vendor List (QVL)**

Dear Mr. Lambert:

The City of Tucson has completed evaluation of proposals in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is providing **Refrigeration Supplies Distributor** the opportunity to negotiate with the City.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish any contractual relationship with the City. In the event the City is not able to negotiate a satisfactory contract with your firm, the City will formally terminate negotiations.

The City requests your Best And Final Offer (BAFO). Please complete the attached price sheet with your best offer to the City.

Should negotiations be successful, please be prepared to provide, at minimum, the required insurance documents as detailed in Paragraph 2 (Insurance) of the Special Terms and Conditions of the solicitation.

All questions regarding this letter and the solicitation process should be directed to the Department of Procurement. Please feel free to contact me directly at (520) 837- 6685 or via email at [andrew.klos@tucsonaz.gov](mailto:andrew.klos@tucsonaz.gov).

Sincerely,

Andrew Klos, MBA  
Senior Contract Officer

c: File

ADMINISTRATION • DESIGN AND CONSTRUCTION SERVICES • GOODS AND SERVICES  
MAIL SERVICES • S.A.M.M. (SURPLUS AUCTION MATERIALS MANAGEMENT)  
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639  
[www.tucsonprocurement.com](http://www.tucsonprocurement.com)

### 3. OFFER AND ACCEPTANCE

**OFFER AND ACCEPTANCE**

OFFER

**TO THE CITY OF TUCSON:**

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Refrigeration Supplies DISTRIBUTOR

Company Name

303 S Kino Pkwy

Address

TUCSON AZ 85719

City

State

Zip

Signature of Person Authorized to Sign

JOHN LAMBERT

Printed Name

BRANCH MANAGER

Title

Name: JOHN LAMBERT

Title: BRANCH MANAGER

Phone: 520-623-5887

Fax: 520-623-1553

E-mail: JLAMBERT@RSO.NET

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 202325-03.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 28 day of Apr 2020

[Signature]  
As Tucson City Attorney and not personally

Awarded:

This 10<sup>th</sup> day of April 2020

Nathan Saor  
As Director of Business Services and not personally

# PROBATION DEPARTMENT

2023-2024 BUDGET REQUEST

Item	2023	2024
Personnel	1,200,000	1,250,000
Travel	50,000	50,000
Supplies	100,000	100,000
Equipment	200,000	200,000
Information Technology	150,000	150,000
Professional Services	300,000	300,000
Other	100,000	100,000
<b>Total</b>	<b>2,000,000</b>	<b>2,050,000</b>

## 4. Refrigeration Supplies Distribution's Response to RFP# 202356

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 202325  
PROPOSAL DUE DATE: FRIDAY NOVEMBER 8, 2019, AT 2:00 P.M.  
LOCAL AZ TIME  
PROPOSAL SUBMITTAL LOCATION: Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ 85701  
MATERIAL OR SERVICE: HVAC Supplies  
PRE-PROPOSAL CONFERENCE DATE: THURSDAY, OCTOBER 24, 2019  
TIME: 1:00 P.M. LOCAL ARIZONA TIME  
LOCATION: ROOM 113B, BLDG #1, 4004 S. PARK AVE.  
TUCSON, AZ 85726  
CONTRACT OFFICER: ANDREW KLOS, MBA  
TELEPHONE NUMBER: (520) 837-6685  
Andrew.Klos@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

\*\*\*\*ALERT\*\*\*\*

All visitors to City Hall are now required to show picture identification when going through the security checkpoint in the main lobby. Visitors should plan accordingly.

AK

PUBLISH DATE: TUESDAY, OCTOBER 8, 2019

## INTRODUCTION

The City of Tucson (hereinafter referred to as the "City") is requesting proposals from qualified firms to provide **HVAC SUPPLIES** to support the daily operations of the City, primarily the Housing and Community Development Department (HCD) and the General Services Department.

The City's intent is to develop a Qualified Vendor List for **HVAC SUPPLIES** (hereinafter referred to as the "QVL"). The QVL will be used to source various residential and commercial/industrial supplies and parts from a myriad of manufacturers and brands to support daily operations, maintenance and repair of residential housing units managed by the Housing and Community Services Department (HCD), commercial/industrial buildings managed by the Environmental and General Services Department, and to meet other City Department supply needs. Successful QVL vendors will be an authorized source for these supplies and parts.

Items to be purchased under this contract will be primarily available for pickup at the storefront by City field crews but maybe shipped/delivered FOB Destination to various Tucson Metropolitan locations. The estimated annual spend for this scope of work is \$85,000.

Various funding sources will be used. Any projects utilizing HUD funding shall be subject to applicable terms and conditions included as attachments to this RFP. Attachment A includes the HUD terms and conditions. **These terms and conditions cannot be modified or negotiated.** By submitting a proposal, Offeror agrees to abide by all federal terms and conditions included. Offeror's must submit all required certificates with their proposal submittal. Failure to do so may result in rejection of proposal.

## BACKGROUND

The Housing and Community Development Department has over one thousand five hundred (1,500) residential housing units scattered throughout the Tucson metropolitan area and beyond. Housing units vary in size, age and occupancy with single family, condo's, townhomes and two commercial high tower apartment complexes. How HCD acquires the items it buys is at the sole discretion of HCD and in some cases is determined by emergency or urgent repair needs. As such, the City is required to provide prompt and timely repairs to these rental units and will need access to storefront inventory in many cases. The General Services Department maintains and services over 400 buildings of various size and age.

Because of the large geographical area covered, as well as the great variety of activities that City Departments, including HCD are engaged in, the City needs multiple Contractors who have a strong local presence as well as a large and diverse inventory to fulfill their needs. Multiple contractors are required to provide adequate geographical, manufacturer and product coverage of City requirements for this scope of work. The result of this competitive process will be a qualified vendor list from which City Departments will choose their source of acquisitions.

**\*\*\* Interested offerors are strongly encouraged to attend the Pre-Proposal Conference at the date and time stated on the first page of this document. The resultant Qualified Vendor List (QVL) will be the City Departments ONLY sources for these materials. Therefore, firms who are not on the QVL will not be authorized to provide supplies for a period of up to five years. \*\*\***

## SCOPE OF WORK

The City requires an extensive and comprehensive catalog of supplies and parts from the everyday stocked items to special order items. The City has unique needs, and the amount and types of items purchased under this contract will be at their sole discretion. The following list of supplies required to meet the City's needs are classified by manufacturer and product category. These lists are not all inclusive, but only represent the breadth of supplies required to meet operational needs.

Please see the Price Page for a representative group of sample items. This is by no means a comprehensive list.

## GENERAL REQUIREMENTS

1. **STOREFRONT/FACILITIES:** In order to assure that any ensuing Contract will provide the necessary products and support required for the materials specified, the contractor must have local storefront/facilities. Each local storefront/facility must be staffed by trained technicians and have a sufficient parts inventory in order to provide quality service on the material specified. The City may inspect the storefront/facility to determine adequacy.
2. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Department of Procurement. At a minimum, the report shall be sent after eleven (11) months of the Contract term. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold and total spend.
3. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
4. **HUD REQUIREMENTS:** The Contractor shall abide by all HUD guidelines and regulations when performing work for public housing units. See the following attachments for details.

Attachment A - HUD 5369-B, 5369-C, 5370-C1, Section 3

## **PRODUCT REQUIREMENTS**

1. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
3. **PRODUCT CATEGORY:** A comprehensive and extensive line of quality made OEM and aftermarket parts, materials and supplies to support the daily maintenance, repair and operations functions of the city. The categories include, but are not limited to the following.
  - a. **HVAC:** Water heaters, air conditioners, evaporative coolers, box frame air filters, condenser fans, motors, belts, thermostats, cooler pumps and blower wheels.
  - b. **OTHER CATEGORIES** – Other related items not listed in above categories.
4. **MANUFACTURER'S:** Submit a list of all manufacturers that your company can provide for this contract. Distinguish between those that are regularly stocked in your storefronts and those that are order only.
5. **MANUFACTURER'S REPRESENTATIVE:** Vendors who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved. The letter shall certify that the vendor is authorized to provide the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the vendor fail to fulfill any obligations established as a result of a Contract award, the manufacturer, upon assignment by the City, will either assume such obligations or provide an alternate authorized vendor for the balance of the Contract period. All other terms and conditions of the Contract shall remain the same.
6. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

## **SERVICE REQUIREMENTS**

**SERVICES:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following:

1. **DELIVERY SERVICE:** Contractor shall provide delivery services for products acquired through this contract. Contractor shall coordinate delivery and removal of products with the City of Tucson representative identified for each order.
2. **TECHNICAL SERVICES:** Contractor shall provide as-needed technical advice on products. Contractor shall be available to do this on-site when requested to do so.
3. **CUSTOMER SUPPORT SERVICES:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
4. **EMERGENCY AFTER HOURS SUPPORT:** Provide access to storefront and/or delivery after normal business hours to support City of Tucson acquisition of parts and supplies to complete emergency repairs.
5. **OTHER SERVICES:** Value-added services that your firm can provide not included in the above listed categories.

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
  - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
  - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
  - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
  15. **LATE PROPOSALS:** Late proposals will be rejected.
  16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
  17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
  18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
  19. **TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
  20. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
  21. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
  22. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
  23. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
  24. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
    - (1) waive any immaterial defect or informality; or
    - (2) reject any or all proposals, or portions thereof; or
    - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
25. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

- 26. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
  - B. The signature of the protestant or its representative;
  - C. Identification of the Request for Proposal or Contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - E. The form of relief requested.

**I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

**II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

**A. METHOD OF APPROACH**

**1. GENERAL REQUIREMENTS**

a. Do you meet the General Requirements contained on Page 3 of this document for the following:

1. LOCAL STOREFRONT? Yes  No

What are the hours and physical addresses for your storefronts located in the Tucson Metropolitan area? If more than one storefront, submit on separate paper or insert below

Monday through Friday: 6:30 AM to 5:00 PM

Saturday: Closed. After hours service available

Sunday: Closed. After hours service available

Address: 303 S KIND PKWY, TUCSON, AZ, 85719

2. USAGE REPORT? Yes  No

Submit a sample of the usage report.

3. WARRANTY? Yes  No

Submit your standard warranty documents.

4. HUD REQUIREMENTS? Yes  No

Submit HUD documents.

**2. PRODUCT REQUIREMENTS**

a. Please indicate if you meet the Product Requirements contained on Page 4 of this document: If you have comments or clarifications, please insert those after each numeric or alpha character or attach on separate paper with your comments.

1. CURRENT PRODUCTS? Yes  No

2. DEFECTIVE PRODUCT? Yes  No

## Refrigeration Supplies Distributor Standard Warranty Policy

Most products that RSD sells comes with a  
1 year warranty.

Some products have more.

RSD can provide a warranty policy document  
from the manufacturer for a specific product  
that is purchased by the City of Tucson at the  
time of purchase.

Custid	Custname	ProdId	Desc	Quantity	Last Price
3663	CITY OF TUCSON	ABB OHBS2AJ	SELECTOR HANDLE ON / OFF	1	18.11
3663	CITY OF TUCSON	ACI A/CP-DO-8"-6'CL2P		10	257.00
3663	CITY OF TUCSON	ACI A/CP-DO-4"-6'CL2P		10	257.00
3663	CITY OF TUCSON	ACI A/CP-DO-8"-6' CL2P		20	471.60
3663	CITY OF TUCSON	ACME 3001	5/16 IN ALUMINUM HUB	1	3.75
3663	CITY OF TUCSON	ACME 3706-31	7 IN 31 DEG ALUMINUM FAN B	1	6.19
3663	CITY OF TUCSON	ACR S-6625		1	190.93
3663	CITY OF TUCSON	AJAX GTP IQ345A1727		1	146.43
3663	CITY OF TUCSON	AOS GF2054D	BLOWER MOTOR 1/2 HP 115/2:	0	283.92
3663	CITY OF TUCSON	APP G5 TWIN	RECOVERY MACHINE G5 TWIN F	1	755.71
3663	CITY OF TUCSON	BDP 331893901		1	386.40
3663	CITY OF TUCSON	BEC CB201UL	COND PUMP 115V 20' HEAD 3/4	5	247.55
3663	CITY OF TUCSON	BEL 7	AUTOMATIC AIR VENT 1/8" NPT	1	65.41
3663	CITY OF TUCSON	BEL 87	AUTOMATIC AIR VENT COMBIN.	11	957.19
3663	CITY OF TUCSON	BELI AFB24-SR	SPRING RETURN DIRECT COUPL	4	1,108.12
3663	CITY OF TUCSON	BELI B211	1/2" 1.9 CV 2-WAY BALL VALVE	13	573.51
3663	CITY OF TUCSON	BELI B313	1/2" 4.7 CV 3-WAY BALL VALVE	2	143.72
3663	CITY OF TUCSON	BELI B318	3/4" 7.4 CV 3-WAY BALL VALVE	4	397.79
3663	CITY OF TUCSON	BELI B323	1" 10 CV 3-WAY BALL VALVE W	2	204.76
3663	CITY OF TUCSON	BELI GMB24-SR	DIRECT COUPLED ACTUATOR 36	1	316.69
3663	CITY OF TUCSON	BELI GMB24-MFT	ADDED DUE TO MISSING DATA	3	1,076.20
3663	CITY OF TUCSON	BELI LF24-SR	SPRING RETURN DIRECT COUPL	2	415.34
3663	CITY OF TUCSON	BELI LHB24-3-100		1	153.06
3663	CITY OF TUCSON	BELI LMB24-3	DIRECT COUPLED ACTUATOR 45	1	81.90
3663	CITY OF TUCSON	BELI LMB24-3-T	DIRECT COUPLED ACTUATOR 45	2	141.24
3663	CITY OF TUCSON	BELI LMB24-SR	DIRECT COUPLED ACTUATOR 45	4	511.87
3663	CITY OF TUCSON	BELI LRB24-SR	VALVE ACTUATOR LRB24-SR 24V	2	280.80
3663	CITY OF TUCSON	BELI TFRB24	SPRING RETURN VALVE ACTUAT	1	141.24
3663	CITY OF TUCSON	BELI TR24-3	VALVE ACTUATOR TR24-3 24V F	12	842.63
3663	CITY OF TUCSON	BELI TR24-3-T	VALVE ACTUATOR TR24-3-T 24V	2	121.20
3663	CITY OF TUCSON	BELI TR24-SR	VALVE ACTUATOR TR24-SR 24V	4	452.96
3663	CITY OF TUCSON	BELI TR24-SR-T	VALVE ACTUATOR TR24-SR-T 24	2	216.44
3663	CITY OF TUCSON	BELI Z-GMA	ADDED DUE TO MISSING DATA	2	28.42
3663	CITY OF TUCSON	BELI ZG-AFB118	CRANKARM ADAPTOR KIT FOR I	1	39.29
3663	CITY OF TUCSON	BELT 4L520	FHP V-BELT 4L520	2	17.14

RSD

Sample

USAbe

Report,

THIS Report

IS

CUSTOMIZABLE

3. PRODUCT CATEGORY: For each product category listed below, list the names of the manufacturers and the types of products that are included in each category. You may also attach a manufacturer and product line card on a separate labeled sheet. *\* Line CARD ATTACHED*

a. HVAC

b. OTHER CATEGORIES: Enter the names of the other products that you carry that are not captured above. Use the following lines to input this information. Or attach on separate paper.

*See NOTE #1*

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4. MANUFACTURER LIST? Yes  *\* ON ATTACHED Line CARD* No

Attach on separate paper the list of manufacturers in your catalog.

*ALSO AVAILABLE ON RSD.net* See NOTE #2

5. MANUFACTURER REPRESENTATIVES? Yes  No

If you are an authorized dealer for any manufacturer, submit a copy of the manufacturer's letter that certifies your company's dealer authorization.

What benefit(s), if any, does this manufacturer relationship provide to the City of Tucson?  
*See Note #3*

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6. EQUIPMENT RECALL NOTICES? Yes  No

7. What is the value of your total inventory serving this contract?  
*\$ 86,642,202.00*

8. What is the value of your inventory located in the local storefronts?  
*\$ 1,156,703.00*

9. How many unique products do you stock at your local storefronts? See Note # 4

10. How many unique products are in your entire catalog? See Note # 4

11. How can City staff order products and services from your company?  
See NOTE # 5

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Do you take orders via fax?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Fax# <u>520.623.1553</u>
Phone?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Phone# <u>520.623.5887</u>
Online?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Website <u>RSD.NET</u>

12. Will there be a dedicated Sales Representative for the City? Yes  No   
If so, state who. Name: JOHN LAMBERT  
Phone: 520-623-5887

13. Submit any additional information that will aid the City in evaluating your proposal.  
See Note # 6

**3. SERVICE REQUIREMENTS**

Do you meet the Service Requirements contained on Page 5 of this document for the following? For each numeric or alpha character, please describe in detail how your company meets the requirements. If the space provided is insufficient, you may insert additional lines or attach responses on separate paper.

1. DELIVERY SERVICE? Yes  No   
See Note # 7

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2. TECHNICAL SERVICES? Yes  No   
See Note # 8  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. CUSTOMER SUPPORT? Yes  No   
See NOTE # 9  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. EMERGENCY AFTER HOURS SUPPORT? Yes  No   
See Note # 10  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. OTHER SERVICES: Yes  No   
Describe in detail the other services your firm offers for this solicitation. Enter this information in the following lines provided. If the lines below are not enough, you may insert additional lines or attach information on a separate paper.  
See NOTE # 11  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. PRICE PROPOSAL**

1. Offerors shall offer a fixed percentage discount off of a manufacturer's price list or catalog to provide pricing for all products offered.

If this method is not suitable for your business, you may submit alternate pricing methodology, such as: Offerors may submit a reduced net pricing schedule, a wholesale plus negotiated fixed margin, a hybrid or other supplier specific pricing. Contractor must fully describe and disclose details of proposed pricing method including audit verification method. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

Use the space provided below to describe in detail your price proposal methodology. If this space is insufficient, please insert more lines or attach on separate paper.

See NOTE # 12

2. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc. The City's expectation is that proposed pricing will remain firm for one year per the terms contained in Paragraph 4 (PRICE ADJUSTMENT) of the SPECIAL TERMS AND CONDITIONS. Please describe in detail any exception or proposed substitute language.

See Note # 13

3. The City's expectation is that for products where larger volumes exist, supplier will provide the deepest discount available resulting in the lowest net per unit pricing. Provide details of and propose additional discounts for volume orders, minimum order quantity, free goods programs, total annual spend, etc.

See NOTE # 14

4. Provide information on any ordering methods – such as electronic ordering or payment via pCard – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list or other price index. If so, please provide the percentage discount.

N/A

5. Provide your payment terms.

Net 30

6. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 1%, if payment is made within 10 days. These payment terms shall apply to all purchases and to all payment methods.

7. Will payment be accepted via commercial credit card?  Yes  No

a. If yes, can commercial payment(s) be made online?  Yes  No

b. Will a third party be processing the commercial credit card payment(s)?  Yes  No

c. If yes, indicate the flat fee per transaction \$ N/A (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).

d. If "no" to above, will consideration be given to accept the card?  Yes  No

8. Does your firm have a City of Tucson Business License?  Yes  No  
If yes, please provide a copy of your City of Tucson Business license.

### C. QUALIFICATIONS & EXPERIENCE

1. Provide a brief history and description of your company.

Please see the Attachment  
Printed From our Website  
RSD.NET

2. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide three references from other public agencies (municipal governments are preferred). Please include company name, address, phone, email, and contact person.

See NOTE # 15 AND # 16

3. Please submit any additional information that you feel is applicable to your qualifications and experience.

SEE NOTE # 17

### III. GENERAL

#### A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

#### B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration



TUC#30

# City of Tucson

## License Certificate

**Business Name and Tucson Mailing Address:**

REFRIGERATION SUPPLIES DISTRIBUTOR/TOTAL  
26021 ATLANTIC OCEAN DR  
LAKE FOREST CA 92630-8831

**License Number:** 0106417

**Type:** Warm Air Heating and Air-Conditioning Eq

**Issue Date:** December 19, 2018

**Expiration Date:** December 31, 2019

**Owner:**

REFRIGERATION SUPPLIES DISTRIBUTOR

This license / permit is non-transferable and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

FINANCE DEPARTMENT

REVENUE DIVISION - LICENSE

Expiration Date: December 31, 2019



Non-Transferable

0106417

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

### Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

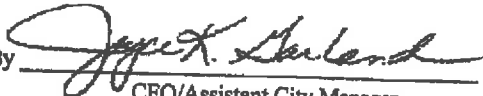
Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

**Issued To:** REFRIGERATION SUPPLIES DISTRIBUTOR/TOTAL

**Located At:** 303 S KING PW, TUCSON, AZ 85719

**Effective:** January 01, 2019

Please refer to license number in all correspondence.

By   
CFO/Assistant City Manager

[Log in](#)   [Register](#)
[LOG IN](#) | [ACCOUNT](#)
[HOME](#)   [PRODUCTS](#)   [VENDORS](#)   [EVENTS](#)   [ABOUT](#)   [CONTACT](#)   [STORES](#)   [REFRIGERANT SUITE](#)   [SDS](#)
[Home](#)   [About Us](#)
[Who We Are](#)   [Our History](#)   [Customer Service](#)   [Events & Training](#)   [Contact Information](#)

## *Who We Are*

RSD is the largest independently owned refrigeration parts and HVAC equipment wholesaler in the western United States. We have been serving the west since 1907, recently celebrating 112 years as a company. RSD has grown to include 79 locations covering 10 western states, including Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, and Washington. This is the story of how it all happened.

## *Our History*

Being a family owned business, we hold our history in high regard and with gratefulness to the ones who came before.

**B**ack in 1907, the Starr Piano Co. (parent company to Gennett Records) opened a Pacific Division in California. Its purpose: to retail anything manufactured by its factories in Indiana. It was a daring decision by Henry Gennett to go clear across the United States at a time when travel was both long and dangerous. Located in Richmond, Indiana; the company had sold pianos since 1872. In the early 1910's the phonograph began to "displace the parlor piano as the primary entertainment in the home...[so] Starr took advantage of its mechanical and woodworking facilities to add phonographs and phonograph records to its product line." ([Starrgennett.org](http://Starrgennett.org)) They even had their own recording studio in which up-and-coming jazz musicians could record their music. Things were looking up for the Gennett family. Then The Great War hit — sales dropped and the company almost went out of business. The whole of America was chipping in for the war effort, and Starr Piano was among them. In a time of crisis, it used what little resources it had to manufacture propellers as well as barrage balloon valves for the country. When it was all over and the dust settled, business resumed and Starr focused on its recording label. Most notably, Louis Armstrong laid down a few sides with Gennett Records when he was just starting out. When the Second World War came around, the factories were made useful again by producing caskets and shell casings.

**O**n the other side of the country, Henry and his sons saw the tides of business changing and jumped right in. Piano sales were declining and "to compensate, the company diversified again, but this time away from music. It used its mechanical facilities to produce refrigeration equipment. That sideline made

sense despite the hard times. City-dwellers, who had home electrical service by then, were rapidly replacing their old-fashioned ice boxes with refrigerators." ([Starrgennett.org](http://Starrgennett.org)) By the time the company officially closed the chapter on pianos, 350,000 Starr Pianos had been crafted. Starr eventually ceased the manufacture of refrigeration products in the early 1940's, but the Pacific Division's refrigeration wholesale business continued by becoming a distributor of parts and supplies made by other manufacturers. On January 26, 1978, the directors of the company voted to officially change the corporation name from The Starr Piano Company, Pacific Division, to 'Refrigeration Supplies Distributor'. A lone piano still stands today at the corporate office in California, as an account of just how far RSD has come. Never forgetting his legacy even now, the company is still run by the decedents of Henry Gennett.

**A**s for The Starr Piano Co. and Gennett Records in Indiana, "by 1990, all but one of the vacant factory buildings had been razed. The survivor was stabilized, re-purposed, and renamed. Now called the 'Starr-Gennett Pavilion', it lives again in Richmond's Whitewater Gorge Park. [...] Here they celebrate the legacy of Starr and Gennett through concerts and annual music festivals as well as new and reissued recordings." ([Starrgennett.org](http://Starrgennett.org)) The song may have ended for Starr Piano, but the melody will linger on for generations to come.

### *Works Cited*

Dahan, Charlie B., and Linda Gennett Irmischer. *Gennett Records and Starr Piano*. Arcadia Publishing, 2016. Book.  
[Starrgennett.org](http://Starrgennett.org), Starr Piano and Gennett Records. n.d. .

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## **Our Customer Service**

While doing business today might differ from doing business in 1907, the philosophy of the company has not changed. The values that RSD believes in have always been simple and deeply engrained. Family ties are a priority. Being neighborly is a matter of course. And "do unto others" is not just a saying but a way of life. RSD believes "The Golden Rule" and we make it the foundation of our business.

In an increasingly competitive industry, RSD still strives to set the mark for customer service. Celebrating 100 years in business, RSD continues to serve customers with knowledgeable employees who are highly customer-focused for the industry. Employees are trained to take the time each individual customer requires to feel valued - whether through the mail, on the phone, by fax, over the Internet, or in one of our many branches. Each employee's goal is to ensure customers a consistently superior service experience, no matter which channel they choose to shop. Our success has been built on honesty, quality, dependability and a guarantee of 100% satisfaction.

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## **Events & Training**

when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

**C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

**E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

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 Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **INSURANCE:** The Contractor agrees to:

- A. Obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 10 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability: Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

<b>II. Commercial Automobile Liability</b>	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona)*1</b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

\*1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
  2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- a. All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.
  - b. All certificates required by this Contract shall be sent directly to the Department of Procurement.
  - c. The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.
  
3. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
  
4. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
  
5. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. 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. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
  
6. **SUBSTITUTE ITEMS:** In the event that a product or model provided under the contract is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
  - A formal announcement from the manufacturer that the product or model has been discontinued.
  - Documentation from the manufacturer that names the replacement product or model.
  - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **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. 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.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor

relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, 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 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

**21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**23. INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. 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 consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**24. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

**25. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

**26. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

**27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall 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 shall be amended to make such insertion or correction.
- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 37. 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 valid provision or application.

**38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

**39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

**40. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

**41. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**42. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**43. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

**PRICE PAGE**

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Please indicate the manufacturer and part number for each item on the Price Page.

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any offer by any vendor, but is only listed in order to advise potential offerors of the requirements of the City. Any offer which proposes like quality, design or performance will be considered.

*The items presented on the following pages are a representative group of sample items for the purpose of evaluation. They are not inclusive of all the items that will be purchased by the City under this contract.*

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
<b>HVAC SUPPLIES AND PRODUCTS</b>			

- |    |  |      |                  |
|----|--|------|------------------|
| 1. | A.O. Smith Motor Condenser Fan, 1/3 HP, 825 RPM, 460 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed     | Each | \$ <u>244.98</u> |
|    | Manufacturer & Part #: <u>FASCO D921</u>   |      |                  |
| 2. | G.E. Motor Condenser Fan, 1/6 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed Rev   | Each | \$ <u>125.99</u> |
|    | Manufacturer & Part #: <u>FASCO D793</u>   |      |                  |
| 3. | G.E. Motor Condenser Fan, 1/8 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed Rev   | Each | \$ <u>129.60</u> |
|    | Manufacturer & Part #: <u>G.E. 03202</u>   |      |                  |
| 4. | Emerson Motor Condenser Fan, 1/4 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Slv Bearing, Totally Enclosed Rev | Each | \$ <u>88.70</u>  |
|    | Manufacturer & Part #: <u>US MOTOR 1074H</u>   |      |                  |

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
<b>HVAC SUPPLIES AND PRODUCTS</b>			
5.	Fasco, Condenser Motor, 1/2 HP, 825 RPM, 208-230 Volt, 1 PH	Each	\$ <u>98.43</u>
	Manufacturer & Part #: <u>MARS 20746</u>		
6.	Fasco, Condenser Motor, 3/4 HP, 1075 RPM, 208-230 Volt, 1 PH	Each	\$ <u>81.73</u>
	Manufacturer & Part #: <u>MARS 10731</u>		
7.	Nu-Calgon Alka-Brite Plus, Coil Cleaner, 1 gallon	Each	\$ <u>19.09</u>
	Manufacturer & Part #: <u>NU-CALGON 4120-08</u>		
8.	Nu-Calgon Cal Brite, Coil Cleaner, 1 gallon	Each	\$ <u>24.20</u>
	Manufacturer & Part #: <u>NU-CALGON 4133-08</u>		
9.	Emerson Motor Indoor Blower, 1/3 HP, 1075 RPM, 3 Speed, 115 Volt, 1 PH, 48 FR, Slv Bearing Rev	Each	\$ <u>65.84</u>
	Manufacturer & Part #: <u>USM 1864</u>		
10.	G.E. Motor Indoor Blower, 1/6 HP, 1550 RPM, 115-208-230 Volt, 1 PH, 48 FR, Shaded Pole	Each	\$ <u>104.84</u>
	Manufacturer & Part #: <u>FASCO D338</u>		
11.	Emerson Motor Indoor Blower, 1/4 HP, 1075 RPM, 3 Speed, 230 Volt, 1 PH, 48 FR, Slv Bearing Rev	Each	\$ <u>62.24</u>
	Manufacturer & Part #: <u>US MOTOR 1971</u>		

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
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<b>HVAC SUPPLIES AND PRODUCTS</b>
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- |     |   |      |                  |
|-----|---|------|------------------|
| 12. | Fasco Evap Motor, ½ HP, 230 Volt, 1 PH, 1625 RPM  |      |                  |
|     | Manufacturer & Part #: <u>AO SMITH FD1054</u>   | Each | \$ <u>203.55</u> |
| 13. | G.E. Motor Indoor Blower, ¾ HP, 1625 RPM, 3 Speed, 208-230 Volt, 1 PH, 48 FR, Slv Bearing Rev             |      |                  |
|     | Manufacturer & Part #: <u>AO SMITH FD1074</u>   | Each | \$ <u>147.38</u> |
| 14. | Browning V-Belt Fractional Horsepower 1180  |      |                  |
|     | Manufacturer & Part #: <u>BROWNING 3L180</u>  | Each | \$ <u>4.38</u>   |
| 15. | Browning V-Belt Fractional Horsepower 2180  |      |                  |
|     | Manufacturer & Part #: <u>BROWNING 4L180</u>  | Each | \$ <u>4.59</u>   |
| 16. | Honeywell Digital Thermostat, Round, Nonprogrammable, Heat Only 40 to 90 F, 2 Wire, RW                    |      |                  |
|     | Manufacturer & Part #: <u>Honeywell TB775C1005</u>  | Each | \$ <u>55.25</u>  |
| 17. | Honeywell Thermostat, Focus PRO, Digital, Non Programmable, 1 HT/1 CL, White, GE & HT Pump, 24 Vac/750 Mv |      |                  |
|     | Manufacturer & Part #: <u>Honeywell TH1110D2009</u>   | Each | \$ <u>33.10</u>  |

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
<b>HVAC SUPPLIES AND PRODUCTS</b>			
18.	Dial Manufacturing, Float Valve, 1/4" Compression, Polypropylene Float and Valve Assembly	Each	\$ <u>4.69</u>
	Manufacturer & Part #: <u>DIAL 4153</u>		
19.	Dial Manufacturing, Evap Cooler Pump 6500, 11,000 CFM, 115 Volt, 420 GPH	Each	\$ <u>22.88</u>
	Manufacturer & Part #: <u>DIAL 1020</u>		
20.	Lau Industries, Blower Wheel, DD10-10A, 11-1/8" Diameter x 10-5/8" Wide x 1/2" shaft concave CW	Each	\$ <u>44.00</u>
	Manufacturer & Part #: <u>LAV 013322-03</u>		
<b>TOTAL:</b>			\$ <u>1565.46</u>



**ATTACHMENTS**

**HUD REQUIREMENTS**

**SECTION 3**

**5369B**

**5369C**

**5370C SECTION 1**

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 202325  
PAGE 32 OF 46  
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA  
PH: (520) 837-6685 / FAX: (520) 791-4735

### SECTION 3

**SECTION 3 CLAUSE: Sec. 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

HUD Act of 1968, Section 3 Requirements, as revised June 30, 1994: The successful Contractor shall comply with the provisions of Section 3 as set forth in 24 CFR part 135 and all other applicable rules in the hiring of replacement and new personnel. Interested offerors shall complete and submit necessary forms from Section 3 Special Conditions with their offer. Contract amount will be the total labor, materials, overhead, change orders and other costs relative to the project. Total labor dollars shall mean 35% of the contract amount. A sliding scale to calculate the Section 3 obligation shall apply in determining the contractual obligation due. The general Section 3 requirements are shown as Section 3 Special Conditions in this Request for Qualifications. Contact Yvette Hurley at (520) 837-5314 with all questions regarding the Section 3 Clause and Section 3 Special Conditions.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 202325  
PAGE 34 OF 46  
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA  
PH: (520) 837-6685 / FAX: (520) 791-4735

**5369B**

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 202325  
PAGE 37 OF 46  
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA  
PH: (520) 837-6685 / FAX: (520) 791-4735

**5369C**

# Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/86)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.38, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

C. J. Lambert 11-4-19

Signature & Date:

JOHN LAMBERT

Typed or Printed Name:

Title:

BRANCH MANAGER

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 202325  
PAGE 40 OF 46  
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA  
PH: (520) 837-6685 / FAX: (520) 791-4735

**5370C**  
**SECTION I**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

**Section I - Clauses for All Non-Construction Contracts greater than \$100,000**

### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:  
(i) appeals under the clause titled Disputes;  
(ii) litigation or settlement of claims arising from the performance of this contract; or,  
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:  
(i) Award of the contract may result in an unfair competitive advantage; or  
(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (f) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(f) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(f) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## RSD NOTES

1. Too many to list. RSD is willing and able to get almost anything The City of Tucson needs to maintain and repair its facilities.
2. RSD is an authorized Distributor for everything we sell. Manufacturer's authorization letters are available upon request. There are too many to list here.
3. RSD's Manufacturers relationships provides Product features and benefits, product specifications, technical information, factory technical assistance, and product knowledge just to mention a few to the City of Tucson.
4. Most products that RSD sells are unique due to the fact that they are technical in nature and cannot be purchased just anywhere and the fact that these products

must be installed by qualified technicians such as the City of Tucson employs.

5. The City of Tucson staff can order products from RSD via walk in sales counter at our store front located at 303 S Kino Pkwy, Tucson AZ 85719 , phone, fax, & online at RSD.net
6. RSD has been doing business with the City of Tucson since it opened an account with RSD on 01/09/1986. The City of Tucson's business has been and will continue to be invaluable to RSD and its employees. Please feel free to ask any City of Tucson employee that does business with RSD how invaluable RSD is to the City of Tucson. We truly appreciate your business.
7. RSD will provide delivery on all the products we sell upon request.

8. RSD will provide as needed technical advice, specification sheets, and any other technical information that is needed by the City of Tucson upon request.
9. RSD will work with any staff member from the City of Tucson concerning all of the Customer Support Services and policies that RSD provides and supports.
10. RSD provides Emergency After Hours Support for products required by the City of Tucson by dialing 1-877-773-2676. These services are available after store hours, including evening and weekends.
11. RSD offers many services to its customers including The best customer service and support, The best delivery service, the best after hours emergency service, The best technical support, The best product knowledge, and the best

training for technicians in a classroom setting in the City of Tucson.

12. On the proposal, The City of Tucson is asking for a fixed percentage discount off of a manufacturer's price list to provide pricing for all products offered. RSD is unable to do this due to the extent of this request. There are too many manufacturers to list and the percentage discount off of each vendor's price list is different for each vendor. RSD has always and will continue to offer the City of Tucson the lowest possible wholesale price on all manufacturers' product lines that they purchase. RSD will give similar discounts to what are on the pricing sheets on this bid to the City of Tucson for everything the City of Tucson purchases from RSD. Net prices for products are available anytime upon

request. The City of Tucson's net prices are also available anytime 24 hours a day online @ RSD.net. The City of Tucson will be able to audit the prices given to them by comparing the RSD invoices to the prices given on bid sheet pages 25 through 28 on this bid. Please feel free to call me with any questions @ 520.623.5887 or by email @ [jlambert@rsd.net](mailto:jlambert@rsd.net)

13. RSD will only ask for price adjustments on contracted sell prices on products upon the offer of a Contract renewal and if RSD cannot absorb the loss from selling any of these products. Price increase requests will be supported with letters from Manufacturers stating price increases from them to RSD.
14. Prices on larger volumes of products can always be negotiated lower if possible by

contacting me, John Lambert, Branch  
Manager at 520.623.5887 or  
jlambert@rsd.net

15. Refrigeration Supplies Distributor  
(RSD) has been supplying the City of Tucson  
with the supplies, equipment, and parts  
they require since they opened an account  
with RSD on 01/09/1986. RSD is willing and  
able to get almost anything The City of  
Tucson needs to maintain, repair, and  
upgrade its facilities at a fair price and in a  
timely manner. RSD also supplies many  
other Municipalities, School Districts, and  
Contractors in the Southern Arizona Area.  
RSD truly values its customers and looks  
forward to continue to do business with the  
City of Tucson.

16. RSD References:

Pima County Facilities Management

130 W Congress Street, 5<sup>th</sup> Floor  
Tucson, AZ 85701  
Rick Wright 520.724.3540  
rick.wright@pima.gov

Tucson Unified School District  
1010 E 10<sup>th</sup> Street  
Tucson, AZ 85719  
Denise Noblesse/520.225.4763  
[denise.noblesse@tusd1.org](mailto:denise.noblesse@tusd1.org)

Technical Building Services  
1701 S 4<sup>th</sup> Avenue  
Tucson, AZ 85713  
Sergio Pelayo/520.622.1967  
tbsisergio@gmail.com

17. I (John Lambert) have been with RSD for almost 22 years. I have been the branch manager for 18 of those years. We have 2

other employees that have been with RSD for 20 years plus. RSD extensively trains all of their employees in every aspect of the HVACR business. RSD has 79 locations in the Western United States that all have some very long term employees that we are able to draw from their experience and expertise. We truly value our relationship with the City of Tucson and look forward to continue to be a partner with them into the future. Please feel free to contact me with any questions you might have. Thank You for the opportunity to submit this proposal.

Sincerely, John Lambert,  
Branch Manager, RSD Tucson, Arizona.  
520.623.5887 [jlambert@rsd.net](mailto:jlambert@rsd.net)

## 5. RFP# 202356

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSAL NUMBER:** 202325  
**PROPOSAL DUE DATE:** FRIDAY NOVEMBER 8, 2019, AT 2:00 P.M.  
**LOCAL AZ TIME**  
**PROPOSAL SUBMITTAL LOCATION:** Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ 85701

**MATERIAL OR SERVICE:** HVAC Supplies

**PRE-PROPOSAL CONFERENCE DATE:** THURSDAY, OCTOBER 24, 2019  
**TIME:** 1:00 P.M. LOCAL ARIZONA TIME  
**LOCATION:** ROOM 113B, BLDG #1, 4004 S. PARK AVE.  
TUCSON, AZ 85726

**CONTRACT OFFICER:** ANDREW KLOS, MBA  
**TELEPHONE NUMBER:** (520) 837-6685  
Andrew.Klos@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com/), click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

**\*\*\*\*ALERT\*\*\*\***

All visitors to City Hall are now required to show picture identification when going through the security checkpoint in the main lobby. Visitors should plan accordingly.

AK

PUBLISH DATE: TUESDAY, OCTOBER 8, 2019

## INTRODUCTION

The City of Tucson (hereinafter referred to as the "City") is requesting proposals from qualified firms to provide **HVAC SUPPLIES** to support the daily operations of the City, primarily the Housing and Community Development Department (HCD) and the General Services Department.

The City's intent is to develop a Qualified Vendor List for **HVAC SUPPLIES** (hereinafter referred to as the "QVL"). The QVL will be used to source various residential and commercial/industrial supplies and parts from a myriad of manufacturers and brands to support daily operations, maintenance and repair of residential housing units managed by the Housing and Community Services Department (HCD), commercial/industrial buildings managed by the Environmental and General Services Department, and to meet other City Department supply needs. Successful QVL vendors will be an authorized source for these supplies and parts.

Items to be purchased under this contract will be primarily available for pickup at the storefront by City field crews but may be shipped/delivered FOB Destination to various Tucson Metropolitan locations. The estimated annual spend for this scope of work is \$85,000.

Various funding sources will be used. Any projects utilizing HUD funding shall be subject to applicable terms and conditions included as attachments to this RFP. Attachment A includes the HUD terms and conditions. **These terms and conditions cannot be modified or negotiated.** By submitting a proposal, Offeror agrees to abide by all federal terms and conditions included. Offeror's must submit all required certificates with their proposal submittal. Failure to do so may result in rejection of proposal.

## BACKGROUND

The Housing and Community Development Department has over one thousand five hundred (1,500) residential housing units scattered throughout the Tucson metropolitan area and beyond. Housing units vary in size, age and occupancy with single family, condo's, townhomes and two commercial high tower apartment complexes. How HCD acquires the items it buys is at the sole discretion of HCD and in some cases is determined by emergency or urgent repair needs. As such, the City is required to provide prompt and timely repairs to these rental units and will need access to storefront inventory in many cases. The General Services Department maintains and services over 400 buildings of various size and age.

Because of the large geographical area covered, as well as the great variety of activities that City Departments, including HCD are engaged in, the City needs multiple Contractors who have a strong local presence as well as a large and diverse inventory to fulfill their needs. Multiple contractors are required to provide adequate geographical, manufacturer and product coverage of City requirements for this scope of work. The result of this competitive process will be a qualified vendor list from which City Departments will choose their source of acquisitions.

**\*\*\* Interested offerors are strongly encouraged to attend the Pre-Proposal Conference at the date and time stated on the first page of this document. The resultant Qualified Vendor List (QVL) will be the City Departments ONLY sources for these materials. Therefore, firms who are not on the QVL will not be authorized to provide supplies for a period of up to five years. \*\*\***

## SCOPE OF WORK

The City requires an extensive and comprehensive catalog of supplies and parts from the everyday stocked items to special order items. The City has unique needs, and the amount and types of items purchased under this contract will be at their sole discretion. The following list of supplies required to meet the City's needs are classified by manufacturer and product category. These lists are not all inclusive, but only represent the breadth of supplies required to meet operational needs.

Please see the Price Page for a representative group of sample items. This is by no means a comprehensive list.

## GENERAL REQUIREMENTS

- 1. STOREFRONT/FACILITIES:** In order to assure that any ensuing Contract will provide the necessary products and support required for the materials specified, the contractor must have local storefront/facilities. Each local storefront/facility must be staffed by trained technicians and have a sufficient parts inventory in order to provide quality service on the material specified. The City may inspect the storefront/facility to determine adequacy.
- 2. USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Department of Procurement. At a minimum, the report shall be sent after eleven (11) months of the Contract term. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold and total spend.
- 3. WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
- 4. HUD REQUIREMENTS:** The Contractor shall abide by all HUD guidelines and regulations when performing work for public housing units. See the following attachments for details.

Attachment A - HUD 5369-B, 5369-C, 5370-C1, Section 3

## **PRODUCT REQUIREMENTS**

1. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
3. **PRODUCT CATEGORY:** A comprehensive and extensive line of quality made OEM and aftermarket parts, materials and supplies to support the daily maintenance, repair and operations functions of the city. The categories include, but are not limited to the following.
  - a. **HVAC:** Water heaters, air conditioners, evaporative coolers, box frame air filters, condenser fans, motors, belts, thermostats, cooler pumps and blower wheels.
  - b. **OTHER CATEGORIES** – Other related items not listed in above categories.
4. **MANUFACTURER'S:** Submit a list of all manufacturers that your company can provide for this contract. Distinguish between those that are regularly stocked in your storefronts and those that are order only.
5. **MANUFACTURER'S REPRESENTATIVE:** Vendors who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved. The letter shall certify that the vendor is authorized to provide the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the vendor fail to fulfill any obligations established as a result of a Contract award, the manufacturer, upon assignment by the City, will either assume such obligations or provide an alternate authorized vendor for the balance of the Contract period. All other terms and conditions of the Contract shall remain the same.
6. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

## **SERVICE REQUIREMENTS**

**SERVICES:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following:

1. **DELIVERY SERVICE:** Contractor shall provide delivery services for products acquired through this contract. Contractor shall coordinate delivery and removal of products with the City of Tucson representative identified for each order.
2. **TECHNICAL SERVICES:** Contractor shall provide as-needed technical advice on products. Contractor shall be available to do this on-site when requested to do so.
3. **CUSTOMER SUPPORT SERVICES:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
4. **EMERGENCY AFTER HOURS SUPPORT:** Provide access to storefront and/or delivery after normal business hours to support City of Tucson acquisition of parts and supplies to complete emergency repairs.
5. **OTHER SERVICES:** Value-added services that your firm can provide not included in the above listed categories.

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
  - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
  - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
  - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 24. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 25. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

- 26. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
  - B. The signature of the protestant or its representative;
  - C. Identification of the Request for Proposal or Contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - E. The form of relief requested.

**I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

**II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

**A. METHOD OF APPROACH**

**1. GENERAL REQUIREMENTS**

a. Do you meet the General Requirements contained on Page 3 of this document for the following:

1. LOCAL STOREFRONT? Yes\_\_\_ No\_\_\_

What are the hours and physical addresses for your storefronts located in the Tucson Metropolitan area? If more than one storefront, submit on separate paper or insert below

Monday through Friday: \_\_\_\_\_

Saturday: \_\_\_\_\_

Sunday: \_\_\_\_\_

Address: \_\_\_\_\_

2. USAGE REPORT? Yes\_\_\_ No\_\_\_

Submit a sample of the usage report.

3. WARRANTY? Yes\_\_\_ No\_\_\_

Submit your standard warranty documents.

4. HUD REQUIREMENTS? Yes\_\_\_ No\_\_\_

Submit HUD documents.

**2. PRODUCT REQUIREMENTS**

a. Please indicate if you meet the Product Requirements contained on Page 4 of this document: If you have comments or clarifications, please insert those after each numeric or alpha character or attach on separate paper with your comments.

1. CURRENT PRODUCTS? Yes\_\_\_ No\_\_\_

2. DEFECTIVE PRODUCT? Yes\_\_\_ No\_\_\_

3. **PRODUCT CATEGORY:** For each product category listed below, list the names of the manufacturers and the types of products that are included in each category. You may also attach a manufacturer and product line card on a separate labeled sheet.

a. HVAC

b. **OTHER CATEGORIES:** Enter the names of the other products that you carry that are not captured above. Use the following lines to input this information. Or attach on separate paper.

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4. **MANUFACTURER LIST?** Yes\_\_\_ No\_\_\_  
Attach on separate paper the list of manufacturers in your catalog.

5. **MANUFACTURER REPRESENTATIVES?** Yes\_\_\_ No\_\_\_  
If you are an authorized dealer for any manufacturer, submit a copy of the manufacturer's letter that certifies your company's dealer authorization.

What benefit(s), if any, does this manufacturer relationship provide to the City of Tucson?

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6. **EQUIPMENT RECALL NOTICES?** Yes\_\_\_ No\_\_\_

7. What is the value of your total inventory serving this contract?

\$ \_\_\_\_\_

8. What is the value of your inventory located in the local storefronts?

\$ \_\_\_\_\_

9. How many unique products do you stock at your local storefronts? \_\_\_\_\_

10. How many unique products are in your entire catalog? \_\_\_\_\_

11. How can City staff order products and services from your company?

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Do you take orders via fax? Yes \_\_\_ No \_\_\_ Fax# \_\_\_\_\_  
Phone? Yes \_\_\_ No \_\_\_ Phone# \_\_\_\_\_  
Online? Yes \_\_\_ No \_\_\_ Website \_\_\_\_\_

12. Will there be a dedicated Sales Representative for the City? Yes \_\_\_ No \_\_\_

If so, state who. Name: \_\_\_\_\_

Phone: \_\_\_\_\_

13. Submit any additional information that will aid the City in evaluating your proposal.

### 3. SERVICE REQUIREMENTS

Do you meet the Service Requirements contained on Page 5 of this document for the following? For each numeric or alpha character, please describe in detail how your company meets the requirements. If the space provided is insufficient, you may insert additional lines or attach responses on separate paper.

1. DELIVERY SERVICE? Yes \_\_\_ No \_\_\_

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2. TECHNICAL SERVICES? Yes\_\_\_ No \_\_\_

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3. CUSTOMER SUPPORT? Yes\_\_\_ No \_\_\_

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4. EMERGENCY AFTER HOURS SUPPORT? Yes\_\_\_ No \_\_\_

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5. OTHER SERVICES: Yes\_\_\_ No \_\_\_

Describe in detail the other services your firm offers for this solicitation. Enter this information in the following lines provided. If the lines below are not enough, you may insert additional lines or attach information on a separate paper.

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**B. PRICE PROPOSAL**

1. Offerors shall offer a fixed percentage discount off of a manufacturer's price list or catalog to provide pricing for all products offered.

If this method is not suitable for your business, you may submit alternate pricing methodology, such as: Offerors may submit a reduced net pricing schedule, a wholesale plus negotiated fixed margin, a hybrid or other supplier specific pricing. Contractor must fully describe and disclose details of proposed pricing method including audit verification method. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

Use the space provided below to describe in detail your price proposal methodology. If this space is insufficient, please insert more lines or attach on separate paper.

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2. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc. The City's expectation is that proposed pricing will remain firm for one year per the terms contained in Paragraph 4 (PRICE ADJUSTMENT) of the SPECIAL TERMS AND CONDITIONS. Please describe in detail any exception or proposed substitute language.

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3. The City's expectation is that for products where larger volumes exist, supplier will provide the deepest discount available resulting in the lowest net per unit pricing. Provide details of and propose additional discounts for volume orders, minimum order quantity, free goods programs, total annual spend, etc.

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4. Provide information on any ordering methods – such as electronic ordering or payment via pCard – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list or other price index. If so, please provide the percentage discount.

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5. Provide your payment terms.

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6. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.

7. Will payment be accepted via commercial credit card? \_\_\_\_\_ Yes \_\_\_\_\_ No
- a. If yes, can commercial payment(s) be made online? \_\_\_\_\_ Yes \_\_\_\_\_ No
  - b. Will a third party be processing the commercial credit card payment(s)? \_\_\_\_\_ Yes \_\_\_\_\_ No
  - c. If yes, indicate the flat fee per transaction \$\_\_\_\_\_ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
  - d. If "no" to above, will consideration be given to accept the card? \_\_\_\_\_ Yes \_\_\_\_\_ No

8. Does your firm have a City of Tucson Business License? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please provide a copy of your City of Tucson Business license.

**C. QUALIFICATIONS & EXPERIENCE**

1. Provide a brief history and description of your company.

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2. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide three references from other public agencies (municipal governments are preferred). Please include company name, address, phone, email, and contact person.

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3. Please submit any additional information that you feel is applicable to your qualifications and experience.

**III. GENERAL**

**A. Shortlist:**

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

**B. Interviews:**

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration

when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

**C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

**E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

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 Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **INSURANCE:** The Contractor agrees to:
- A. Obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 10 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
  - B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
  - C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

<b>II. Commercial Automobile Liability</b>	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona)*<sup>1</sup></b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

\*<sup>1</sup> Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

**D. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

**F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

- a. All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.
- b. All certificates required by this Contract shall be sent directly to the Department of Procurement.
- c. The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.
  
3. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
  
4. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
  
5. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. 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. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
  
6. **SUBSTITUTE ITEMS:** In the event that a product or model provided under the contract is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
  - A formal announcement from the manufacturer that the product or model has been discontinued.
  - Documentation from the manufacturer that names the replacement product or model.
  - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **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. 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.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor

relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.  
  
If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.
17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.  
  
If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, 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 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

**21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**23. INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. 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 consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**24. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

**25. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

**26. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

**27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall 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 shall be amended to make such insertion or correction.
- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 37. 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 valid provision or application.

- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 40. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 41. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 42. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 43. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

### PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Please indicate the manufacturer and part number for each item on the Price Page.

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any offer by any vendor, but is only listed in order to advise potential offerors of the requirements of the City. Any offer which proposes like quality, design or performance will be considered.

*The items presented on the following pages are a representative group of sample items for the purpose of evaluation. They are not inclusive of all the items that will be purchased by the City under this contract.*

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
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<b>HVAC SUPPLIES AND PRODUCTS</b>
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- |    |  |      |          |
|----|--|------|----------|
| 1. | A.O. Smith Motor Condenser Fan, 1/3 HP, 825 RPM, 460 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed   |      |          |
|    | Manufacturer & Part #: _____   | Each | \$ _____ |
| 2. | G.E. Motor Condenser Fan, 1/6 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed Rev |      |          |
|    | Manufacturer & Part #: _____   | Each | \$ _____ |
| 3. | G.E. Motor Condenser Fan, 1/8 HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Ball Bearing, Totally Enclosed Rev |      |          |
|    | Manufacturer & Part #: _____   | Each | \$ _____ |
| 4. | Emerson Motor Condenser Fan, ¼ HP, 825 RPM, 208-230 Volt, 1 PH, 48 FR, Slv Bearing, Totally Enclosed Rev |      |          |
|    | Manufacturer & Part #: _____   | Each | \$ _____ |

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
<b>HVAC SUPPLIES AND PRODUCTS</b>			
5.	Fasco, Condenser Motor, ½ HP, 825 RPM, 208-230 Volt, 1 PH	Each	\$ _____
	Manufacturer & Part #: _____		
6.	Fasco, Condenser Motor, ¾ HP, 1075 RPM, 208-230 Volt, 1 PH	Each	\$ _____
	Manufacturer & Part #: _____		
7.	Nu-Calgon Alka-Brite Plus, Coil Cleaner, 1 gallon	Each	\$ _____
	Manufacturer & Part #: _____		
8.	Nu-Calgon Cal Brite, Coil Cleaner, 1 gallon	Each	\$ _____
	Manufacturer & Part #: _____		
9.	Emerson Motor Indoor Blower, 1/3 HP, 1075 RPM, 3 Speed, 115 Volt, 1 PH, 48 FR, Slv Bearing Rev	Each	\$ _____
	Manufacturer & Part #: _____		
10.	G.E. Motor Indoor Blower, 1/6 HP, 1550 RPM, 115-208-230 Volt, 1 PH, 48 FR, Shaded Pole	Each	\$ _____
	Manufacturer & Part #: _____		
11.	Emerson Motor Indoor Blower, ¼ HP, 1075 RPM, 3 Speed, 230 Volt, 1 PH, 48 FR, Slv Bearing Rev	Each	\$ _____
	Manufacturer & Part #: _____		

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
------	-------------	-----------------	-------------------------

<b>HVAC SUPPLIES AND PRODUCTS</b>
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- |     |   |      |          |
|-----|---|------|----------|
| 12. | Fasco Evap Motor, ½ HP, 230 Volt, 1 PH, 1625 RPM  |      |          |
|     | Manufacturer & Part #: _____  | Each | \$ _____ |
| 13. | G.E. Motor Indoor Blower, ¾ HP, 1625 RPM, 3 Speed, 208-230 Volt, 1 PH, 48 FR, Slv Bearing Rev             |      |          |
|     | Manufacturer & Part #: _____  | Each | \$ _____ |
| 14. | Browning V-Belt Fractional Horsepower 1180  |      |          |
|     | Manufacturer & Part #: _____  | Each | \$ _____ |
| 15. | Browning V-Belt Fractional Horsepower 2180  |      |          |
|     | Manufacturer & Part #: _____  | Each | \$ _____ |
| 16. | Honeywell Digital Thermostat, Round, Nonprogrammable, Heat Only 40 to 90 F, 2 Wire, RW                    |      |          |
|     | Manufacturer & Part #: _____  | Each | \$ _____ |
| 17. | Honeywell Thermostat, Focus PRO, Digital, Non Programmable, 1 HT/1 CL, White, GE & HT Pump, 24 Vac/750 Mv |      |          |
|     | Manufacturer & Part #: _____  | Each | \$ _____ |

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER ONE (1) U.O.M
<b>HVAC SUPPLIES AND PRODUCTS</b>			
18.	Dial Manufacturing, Float Valve, 1/4" Compression, Polypropylene Float and Valve Assembly  Manufacturer & Part #: _____	Each	\$ _____
19.	Dial Manufacturing, Evap Cooler Pump 6500, 11,000 CFM, 115 Volt, 420 GPH  Manufacturer & Part #: _____	Each	\$ _____
20.	Lau Industries, Blower Wheel, DD10-10A, 11-1/8" Diameter x 10-5/8" Wide x 1/2" shaft concave CW  Manufacturer & Part #: _____	Each	\$ _____
<b>TOTAL:</b>			\$ _____



## OFFER AND ACCEPTANCE

### OFFER

**TO THE CITY OF TUCSON:**

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 202325.

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

Awarded:

This \_\_\_\_\_ day of \_\_\_\_\_ 2019

This \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
As Director of Business Services and not personally

**ATTACHMENTS**

**HUD REQUIREMENTS**

**SECTION 3**

**5369B**

**5369C**

**5370C SECTION 1**

## **SECTION 3**

**SECTION 3 CLAUSE: Sec. 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

HUD Act of 1968, Section 3 Requirements, as revised June 30, 1994: The successful Contractor shall comply with the provisions of Section 3 as set forth in 24 CFR part 135 and all other applicable rules in the hiring of replacement and new personnel. Interested offerors shall complete and submit necessary forms from Section 3 Special Conditions with their offer. Contract amount will be the total labor, materials, overhead, change orders and other costs relative to the project. Total labor dollars shall mean 35% of the contract amount. A sliding scale to calculate the Section 3 obligation shall apply in determining the contractual obligation due. The general Section 3 requirements are shown as Section 3 Special Conditions in this Request for Qualifications. Contact Yvette Hurley at (520) 837-5314 with all questions regarding the Section 3 Clause and Section 3 Special Conditions.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

**REQUEST FOR PROPOSAL NO. 202325**  
PAGE 34 OF 46  
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA  
PH: (520) 837-6685 / FAX: (520) 791-4735

**5369B**

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

**REQUEST FOR PROPOSAL NO. 202325**  
PAGE 37 OF 46  
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA  
PH: (520) 837-6685 / FAX: (520) 791-4735

**5369C**

# Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

**4. Organizational Conflicts of Interest Certification**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

**5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

**6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

**7. Offeror's Signature**

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:  
\_\_\_\_\_

**5370C**  
**SECTION I**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### OFFER AND ACCEPTANCE

#### OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Recreation Supplies DISTRIBUTOR

Company Name

303 S Kino PKwy

Address

TUCSON AZ 85719

City

C. J. Lambert

State

Zip

Signature of Person Authorized to Sign

JOHN LAMBERT

Printed Name

BRANCH MANAGER

Title

Name: JOHN LAMBERT

Title: BRANCH MANAGER

Phone: 520-623-5887

Fax: 520-623-1553

E-mail: JLAMBERT@RSO.NET

#### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 202325-03.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 28 day of Apr 2020

[Signature]  
As Tucson City Attorney and not personally

Awarded:

This 10<sup>th</sup> day of April 2020

[Signature]  
As Director of Business Services and not personally



**ENTITY INFORMATION**

Search Date and Time: 3/2/2023 1:47:25 PM

Entity Details

**REFRIGERATION SUPPLIES DISTRIBUTOR**

Entity Name:

F00072715

Entity ID:

Foreign For-Profit (Business) Corporation

Entity Type:

Active

Entity Status:

12/19/1958

Formation Date:

In Good Standing

Reason for Status:

12/19/1958

Approval Date:

12/19/1958

Original Incorporation Date:

Perpetual

Life Period:

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

<https://ecorp.azcc.gov/BusinessSearch/BusinessInfo?entityNumber=F00072715>

Business Type:

Other - WHOLESALER OF AIR CONDITIONING & REFRIGERATION SUPPLIES

Last Annual Report Filed:

2023

Domicile State:

California

Annual Report Due Date:

3/19/2024

Years Due:

Original Publish Date:

1/27/1959

Statutory Agent Information

Name:

CORPORATION SERVICE COMPANY

Appointed Status:

Active 12/19/1958

Attention:

Address:

8825 N 23rd Avenue, Suite 100, PHOENIX, AZ 85021, USA

Agent Last Updated:

3/2/2023

E-mail:

Attention:

Mailing Address:

County:

Maricopa

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	MATTHEW MARTIN		26021 ATLANTIC OCEAN DRIVE, LAKE FOREST, CA, 92630, Orange County, USA	12/9/2016	3/7/2019
Director	KATHLYN MARTIN		26021 ATLANTIC OCEAN DRIVE, LAKE FOREST, CA, 92630, Orange County, USA	11/28/2003	3/7/2019
Director	ROSANNE KARLEBACH		26021 ATLANTIC OCEAN DRIVE, LAKE FOREST, CA, 92630, Orange County, USA	11/28/2003	3/7/2019
Director	LAUREL MARTIN		26021 ATLANTIC OCEAN DRIVE, LAKE FOREST, CA, 92630, Orange County, USA	3/18/1994	3/2/2023
Director	BRIAN MARTIN		26021 ATLANTIC OCEAN DR, LAKE FOREST, CA, 92630, Orange County, USA	3/18/1990	3/2/2023

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1
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Address 

Attention:

Address: 8825 N 23RD AVE STE 100, PHOENIX, AZ, 85021, USA

County: Maricopa

Last Updated: 3/5/2021

Entity Principal Office Address

[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)

3/2/2023

Attention:

Address: 26021 ATLANTIC OCEAN DRIVE, LAKE FOREST, CA, 92630, USA

County: Orange

Last Updated: 3/2/2023

Back	Return to Search
Return to Results	

Document History      Name/Restructuring History      Pending Documents  
Microfilm History

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REFRIGERATION SUPPLIES DISTRIBUTOR CORPORATION**

**EXHIBIT B**  
Scope of Work

**PROJECT**

In accordance with the term and conditions of this Agreement and the City of Tucson Contract No. 202356 the City is retaining Refrigeration Supplies Distributor to provide HVAC Parts and equipment for the City of Glendale on an as-needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REFRIGERATION SUPPLIES DISTRIBUTOR CORPORATION**

**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 \$150,000 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 Tucson Contract No. 202356 the City is retaining Refrigeration Supplies Distributor to provide HVAC Parts and equipment for the City of Glendale on an as-needed basis..