

PROFESSIONAL SERVICES AGREEMENT
With AIRZONA HVAC INC
for Glendale Homes Split System Heat Pump Replacement

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Glendale Home Split System Heat Pump Replacement, an Arizona Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 2023 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

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

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant 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. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$383,370 as specifically detailed in **Exhibit C** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit C** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
 - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit C** and any unused allowance at the completion of the Project will remain with City.

- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.
- 4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the “Reimbursable Expenses”), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement’s execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the “not to exceed” amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

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

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

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

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL). Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$1,000,000 annual aggregate limit.
- d. Worker's Compensation. Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified

Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations

to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

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

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

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

13. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

- (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
- (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

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

AIRZONA HVAC INC
 c/o Gerald Sandoz, President
 6094 N. 57th Ave
 Glendale, Arizona 85301
 Tel: 623-295-1911
 Email: gerald.sandoz@airzonahvac.com

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

City of Glendale
 c/o Mike Demlong, Facilities Supervisor
 6842 N. 61st Ave
 Glendale, Arizona 85301

With required copy to:

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

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

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

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's

Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Compensation

(Signatures appear on following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

AIRZONA HVAC INC.,
an Arizona Corporation



By: Gerald Sandoz
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT
(26 pages)

Proposal for services to replace Glendale Homes existing natural gas/electric HVAC split system heat pumps, as defined in Exhibit A, attached herein.



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 24-19
ONLINE BID NUMBER: 42000019
TITLE: GLENDALE HOMES SLIT SYSTEM HEAT PUMP REPLACEMENT
PUBLISHED DATE: AUGUST 23, 2023

PRE-OFFER CONFERENCE: **AUGUST 28, 1:00 PM Local Time**
Join on your computer, mobile [app](#) or room device
Join on your computer, mobile [app](#) or room device
[Click here to join the meeting](#)
Meeting ID: 255 482 199 745
Passcode: ~~SnucAc~~
[Download Teams](#) | [Join on the web](#)
Or call in (audio only) +1 480-500-1194_887399729# Phoenix
Phone Conference ID: 887 399 729# *Attendance is NOT required*

OFFER DUE: **SEPTEMBER 7, 2023, 2:00 PM Local Time**
Offer Submission Through [Vendor Self-Service \(VSS\) Online Bid System](#).
***NOTE:** This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.*

CONTACT: Charlene Carpenter, Procurement Officer
Purchasing-Procurement Division
623-930-2865
ccarpenter@glendaleaz.com

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

The [Vendor Self-Service - Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.



City of Glendale
Solicitation Number: RFP 24-19 / 42400019
GLENDALE HOMES SPLIT SYSTEM HEAT PUMP
REPLACEMENT

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

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Required Submittal Documents

1. **Response Workbook** – To be completed by Offeror and submitted as their response.
2. **Pricing Workbook** – To be completed by Offeror and submitted as their response.



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 5850 West Glendale Avenue,
 Suite 317
 Glendale, Arizona 85301

1. INTRODUCTION

The City of Glendale Community Housing Division (City) owns and maintains three community housing complexes. At one of the properties, Glendale Homes, many of the HVAC split system heat pumps (ground level) are over 14-15 years old. The City is proactively replacing these outdated HVAC units before they need substantive repair or fail.

2. OBJECTIVES

The City is seeking qualified proposals from AROC appropriately licensed Contractors (Bidder) to replace existing natural gas/electric HVAC split system heat pumps. The resulting Agreement shall provide for all materials and labor. Unit pricing shall be firm to include the cost of freight and all other associated direct or indirect costs, including taxes.

The City anticipates replacing 16 natural gas furnaces, vintage 2008-2009, with new Trane® electric split system heat pumps at the City's rental homes. Most are two (2) ton units with the exception of two (2) that are three (3) ton units. The air handlers are located inside of the home in utility closets and condensers are located outside the home at ground level. Project details are outlined below. New units are anticipated to be installed at the following locations listed below, but the final location and number of new installations (more or less) are subject to change.

Location	Tons
6611 52nd Dr.	3
5207 Ocotillo	2
6609 52nd Dr.	2
5218 McLellan	2
6601 52nd Ave.	2
6613 52nd Dr.	2
6615 52nd Ave.	2
6613 52nd Ave.	2
6626 52nd Ave.	2
6628 52nd Ave.	2
6627 52nd Dr.	2
6606 52nd Dr.	2
6614 52nd Dr.	2
6620 52nd Ave.	2
6627 52nd Ave.	2
6623 52nd Ave.	3

The City is requesting multiple quotes for this RFP.

1. Cost per unit for one (1) Trane® two (2) ton unit installed to project specifications.



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GLENDALE HOMES SPLIT SYSTEM HEAT PUMP
REPLACEMENT

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2. Cost per unit for two (2) Trane® three (3) ton units installed to project specifications.
3. Potential discounts if fourteen (14) or more two (2) ton units are purchased at a single time.
4. Cost per unit to cover air handler plywood base (approximately 24"x 36") with galvanized sheet metal if necessary.
5. Cost per unit to replace air filter frame if necessary.
6. Cost per unit to replace thermostat wiring from air handler to the condensing unit if necessary.

3. SCOPE OF WORK

The following shall be provided by Bidder:

1. Air handlers proposed and provided must fit within a 22" wide closet space (finished drywall to finished drywall). Installation may require the removal and replacement of closet door wood trim work.
2. Remove and discard existing gas furnace and evaporator coil.
3. Remove and discard existing exterior condensing unit. Capture and properly dispose of refrigerant.
4. Cap and seal the existing natural gas pipe supplying furnace. Test for gas leaks after capped.
5. Provide complete new split system heat pump SEER 2 standards with minimum 14.3 (approximately equivalent to the old 15 SEER rating) or higher as required by the current city of Glendale adopted International Energy Conservation Code (IECC). Note SEER rating and model in proposal.
6. Provide and install new Trane® (FIELD VERIFY SIZE) two (2) ton indoor heat pump vertical air handler and two (2) ton condensing unit on existing concrete pad for each of the following combinations:
 - a) condenser model XR14 model 4TWR4024N1000; air Handler Hyperion GAM5,
 - b) condenser model XR14 model 4TWR4024N1000; air handler M Series TEM4, and
 - c) condenser model XR14 model 4TWR4024N1000; air handler M Series TEM6.
7. Provide and install new Trane® (FIELD VERIFY SIZE) three (3) ton indoor heat pump vertical air handler and three (3) ton condensing unit on existing concrete pad for each of the following combinations:
 - a) condenser model XR 15 model 4TWR5036N1000; air handler GAM ~~Hyperion~~ TGAM5B0A24M21EA, and
 - b) Condenser model XR 15 model 4TWR5036N1000; air handler TEM6 M Series TEM6A0B30H21SC



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8. Provide and install new supply hard duct connection and transition to the existing supply duct. Modify the return air plenum under the air handler as necessary to accommodate new unit. Seal plenum to air handler airtight. Maintain air handler filter access.
9. Flush the existing refrigerant piping to remove all non-compatible refrigerant, oil, and other contaminants. New refrigerant piping to be type L copper if needed.
10. All copper piping to be ACR rated.
11. Provide and install new digital manual turn over non-programmable thermostat (e.g., Braeburn® or equal).
12. Provide and install new PVC drain piping at air handler. Connect to existing line. Provide ~~Rectorseal®~~ model EZT-626 or equal P-trap and secondary overflow switch. Overflow switch to be wired to turn unit off.
13. Provide add alternate for condensate pump with overflow switch. Little Giant® model 554435-VCMA-20ULST, 1/30 hp, 115 volts, 93 Watts or equal. Overflow switch to be wired to turn unit off.
14. Provide and insulate all exposed refrigerant piping with ½-inch Armaflex® or equal. Paint exterior insulation (tan color) to protect from UV damage.
15. Provide new condenser disconnect and electrical whip suitable for outdoor use.
16. Provide manufacturer recommended spacing between new condenser and any adjacent condensers.
17. Provide all miscellaneous parts, sealants, and other supplies to complete the installation.
18. Provide five (5) year warranty on compressor and two (2) year on parts and labor.
19. Provide a complete and fully functioning system.
20. Provide minimum of five (5) year warranty on compressor, two (2) year parts and labor.

4. GENERAL SPECIFICATIONS

1. All work shall comply with applicable building, mechanical and energy codes including City of Glendale code amendments.
2. Contractor shall provide a complete and fully functioning system the same day of replacement. If not possible due to an unforeseen issue, Contractor must provide temporary heating or cooling if requested by City.
3. Working hours are 8:00 am to 5:00 pm, Monday through Fridays. Holidays or weekends possible with permission of City.
4. Bidder agrees to terms and conditions of HUD 5370EZ General Contract Conditions for Small Construction / Development Contracts. For details go to <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-EZ.pdf>.



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5. Bidder to meet or exceed applicable and recent Davis Bacon Act prevailing wage determination for staff working on project. For details go to <https://sam.gov/wage-determination/AZ20200031/5>.
6. Bidder to register in SAM.gov. To register for a free account, go to <https://sam.gov/content/entity-registration> if selected.
7. Bidder to provide W-9 if selected.
8. Bidder to provide Certificate of Insurance if selected.

5. QUANTITIES, BRAND NAME OR EQUAL

Provide SEER ratings, model numbers, etc. for replacing HVAC units at Glendale Homes:

1. Include all applicable sales tax.
2. Provide model number and SEER of Trane® units (air handler and condenser) Bidder is proposing to install.
3. Cost per unit for Trane three (3) ton unit installed to project specification.
4. Cost per unit for Trane two (2) ton unit installed to project specifications.
5. Potential discounts if more than one (1) two (2) ton unit is purchased at a single time.
6. Potential discounts if fourteen (14) or more units are purchased at a single time.
7. Cost per unit to cover air handler base with galvanized sheet metal if necessary.
8. Cost per unit to replace air filter frame if necessary.
9. Cost per unit to replace thermostat wiring from air handler to the condensing unit if necessary.
10. Expiration date of submitted proposal.

Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

6. TERM AND OPTION TO EXTEND

The term of the resultant contract shall be for a one (1) year initial term. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement for an additional four (4) years as defined in **4B**. Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder,



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extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

7. HOW WE CHOOSE

7.1 **SCORING RESPONSES:**

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- o 40% Experience, proven performance, and qualifications
- o 30% Method of Approach
- o 30% Cost

7.2 **TYPE OF AWARD:** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

7.3 **LENGTH OF CONTRACT:** The City will award for an initial one (1) year with four (4) additional one-year renewal options.

7.4 **EVALUATION PANEL:** Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

7.5 **PANEL CONTACT:** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

7.6 **INTERVIEWS:** City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

7.7 **ADDITIONAL INVESTIGATIONS:** City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

7.8 **BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.



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- 7.9 **PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.
- 7.10 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD:** Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found [here](#).
- 7.11 **WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 7.12 **OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 7.13 **COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. ~~Entering into~~ negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and ~~enter into~~ concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.
- 7.14 **NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. ~~in an attempt~~ to influence the RFP process.



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From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- 7.15 PROPRIETARY INFORMATION** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

8. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**



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The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
OFFER SHEET (Response Workbook) Offeror Name Offeror Address	
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (40%)	
2. METHOD OF APPROACH (30%)	
3. COST (Must be submitted in a separate electronic file) (30%)	
COMPLETED PRICING WORKBOOK	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
<ul style="list-style-type: none"> Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal. 	

9. SUBMISSION REQUIREMENTS

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. ([see](#) Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.



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Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.



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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1 **RETURN OF OFFER**

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

<https://www.glendaleaz.com/your-government/city-finances/procurement/vendor-self-service-v-s-s> (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2 **PRE-OFFER CONFERENCE**

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3 **NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS**

The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.



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From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4 CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- a. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- b. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5 INQUIRIES

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **FIVE 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



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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.

6 SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7 PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

8 PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9 NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10 NON-DISCRIMINATION

Contractor agrees not to 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.

11 NO CONSIDERATIONS

The Contractor 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.



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12 AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13 KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

14 SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: [Standard Terms and Conditions](#)

- 1. TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
- 2. ALTERNATE OFFERS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
- 3. EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
- 4. PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
- 5. UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
- 6. OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.



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- 7. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the forementioned remedies or other remedies as provided by law.
- 10. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 11. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
- 12. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 13. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter



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referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

a. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

b. **RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.

14. WARRANTY Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

15. REJECTION OF OFFERS The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.



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- 16. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 17. TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 18. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 19. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
- 20. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 21. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 22. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at <https://www.glendaleaz.com/your-government/city-finances/procurement/notice-of-intent-to-award>. Untimely protests will not be considered.



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



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harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

32. VENDOR PERFORMANCE Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.

33. PERFORMANCE SURETY REQUIREMENTS The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

- a. **PERFORMANCE SURETY** The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.
- b. If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

34. FUND APPROPRIATION CONTINGENCY The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

35. NOTIFICATION OF AWARD The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

36. NON-EXCLUSIVITY The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.



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37. PROHIBITIONS - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 et seq and 35-393 et seq, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

38. IMMIGRATION LAW COMPLIANCE Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

- a. Establishing and maintaining records and documentation
- b. Monitoring the contractor's performance
- c. Handling issues and disputes
- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations



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40. 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 part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following circumstances:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition;
- or
- c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

41. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

Insurance Requirements. OFFEROR shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The insurance requirements herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) **Minimum Scope and Limits of Insurance:** OFFEROR shall provide coverage with limits of liability not less than those stated below.

i) **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

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

(1) The policy shall be endorsed to include the following additional insured language: ***The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the ***City of Glendale, and its departments, officers, officials, agents, employees and volunteers***". This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) **Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$1,000,000.



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- (1) The policy shall be endorsed to include the following additional insured language: "The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.
- (2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available



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insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.

- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK
(7 pages)

Vendor response to RFP 24-08, as described in the attached Exhibit B.


	<p align="center"> City of Glendale Solicitation Number: RFP 24-19/ 42400019 LENDALE HOMES SPLIT SYSTEM HEAT PUMP REPLACEMENT </p>	<p align="center"> CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 </p>
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Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: AirZona HVAC Inc.

OFFEROR ADDRESS: 6094 N 57th Ave Glendale, AZ 85301

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

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

9/6/2023
Date

AirZona HVAC Inc.
Legal Company Name

Gerald Sandoz
Printed Name (Authorized Signatory)

President
Job Title

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

gerald.sandoz@airzonahvac.com
Email Address

6094 N 57th Ave
Mailing Street Address

(623)295-1911
Phone Number

Glendale, AZ 85301
City, State & Zip Code

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

Contact Name _____
Phone Number _____
Email Address

FEDERAL TAXPAYER ID NUMBER (Required): _____

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

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

Yes, Number 21-200512 Tax Rate: 9.2% OR No, not required to have an Arizona TPT License


CONFLICT OF INTEREST (SPECIAL NOTICES):

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

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

- Exhibit 1 – Special Notices
- Exhibit 2 – RFP Standard Terms and Conditions
- Exhibit 3 – Insurance Requirements

Gerald Sandoz
Authorized Signature - Print this form and sign above

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REQUIRED RESPONSES:

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

1. EXPERIENCE, PROVEN PERFORMANCE AND QUALIFICATIONS

- 1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

AirZona HVAC Inc has been nominated for the BBB Torch of Ethics award for the last 4 years in a row. As a smaller local operated company, we believe in not only providing excellent equipment and pricing but also customer service. Our customer reviews are excellent and we have never had a complaint with either the BBB or Registrar of Contractors. This is not to say we have not made mistakes, but, we always stand by our work and will always make it right.


- 1.2. Offeror shall provide names and years of experience of key personnel, names of any subcontractors used and years of experience.

Gerald Sandoz has over 25 years of experience
Andrew Sandoz - 7 years of experience
Scott Trimble - 6 years of experience
Bruce Furman - 2 years of experience
We do NOT use any subcontractors.

- 1.3. Offeror should provide details of projects undertaken that are of similar nature and size based on the City's Specifications.

AirZona HVAC Inc has undergone similar projects with the City of Scottsdale, and MVP Tello. We specialize in residential heating and air conditioning replacement. We have done thousands of changeouts that are just like the requirements of this project.

- 1.4. Company Background: Include a brief history of your organization including the past performance on project of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.

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AirZona HVAC Inc was created by Gerald Sandoz. He was a technician/installer for projects like Mt. Rushmore where he installed a 150 ton chiller system, kitchen hoods, reheat systems and many split and package systems. Gerald has also taken care of National Guard bases and Air Force base flight line equipment and housing units. Gerald has an Associates Degree in HVAC/R, Master Heat Pump Certifications, several NATE certifications, has taken all of the Trane Tech One and Tech Two programs, EPA Universal certified, along with many other certifications. Through this vast experience and being a service manager for years, he decided to create his own company. Since the start of the company, we have focused primarily on light commercial and residential units. We have always met our timelines and do not see any issue with the timelines offered here. We have replaced units in an apartment complex where we had to work with the residents and management to complete the project in a timely manner.

Andrew Sandoz also has a degree in HVAC/R, EPA certified and has several other training certificates.

All employees are required to take training every year to improve their skills.

- 1.5. Provide 1-3 valid references from those who can confirm your experience in providing the services stated within this RFP. The reference may be from governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.

Company Name: MVP Tello. Contact person: Mike Van Patter (Owner)
 Phone number: 623-215-3350, Email: mvp526@cox.net
 AirZona HVAC Inc has worked on several of MVP Tello housing projects replacing or retrofitting heating and air conditioning equipment. We have also replaced units for the MVP Tello company. Date of Service was around March 2021. Cost of Service: MVP Tello has asked that this information not be shared.

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2. METHOD OF APPROACH

- 2.1. Offeror shall describe method and approach for addressing how services will be performed by its employees.

Prior to the beginning of the jobs, we will hold a team meeting and review the scope of work along with expectations. We will inform them of their daily timeline along with any contact information needed. All work will be inspected by Gerald to ensure scope of work is performed correctly and is complete. No employee will be allowed to enter a "home" with a minor unless an adult is present at all times. All employees will conduct themselves professionally and will be courteous.

- 2.2. Offeror shall describe method and approach for addressing all the requirements in Section 3, SCOPE OF WORK, of this RFP.

1. We attended the site visit to ensure equipment will fit.
2. We remove and dispose of all equipment.
3. We will remove and dispose of outdoor unit.
4. We will cap and seal all gas lines and test with soap bubbles and/or electronic detector to ensure there is NO gas leak.
5. We only handle Trane equipment and can meet the equipment needs.
6. Same as above!
7. Same as above!
8. All materials will be made for each unit of hard duct.
9. We always flush all systems that are being replaced. This is a company practice. We also install liquid line filter driers to ensure system is clean.
10. All copper piping is ACR rated.
11. Thermostats will be Honeywell non programmable.
12. All units will be installed with a P trap and overflow switch wired to turn off the unit in case of a clog.
13. Replace condensate pumps to meet requirements needed.
14. We always insulate the suction lines and we will paint them with a tan color outside to help protect them.
15. A new non fused disconnect and electrical whip will be provided for every unit.
16. We will provide the proper distance between the outdoor units. City of Glendale will need to increase the pad size by 2'.
17. All materials to complete the job will be included.
18. 5 year compressor warranty, 5 year parts warranty, 2 year labor warranty included.
19. Every system will be tested and operational.
20. Same question was asked for #18.



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2.3. Offeror shall describe method and approach for addressing all the requirements in Section 4, GENERAL SPECIFICATIONS, of this RFP.

1. All work will meet codes
2. We will provide a fully functional system the same day of replacement. If this is not possible, we will provide temporary heating or cooling as needed.
3. Working hours are 8:00 am to 5:00 pm, Monday through Friday.
4. We agree to terms and conditions of HUD 5370EZ General Contract Conditions for Small Construction / Development Contracts. For details go to <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-EZ.pdf>. City of Glendale Solicitation Number: RFP 24-19 / 42400019 GLENDALE HOMES SPLIT SYSTEM HEAT PUMP REPLACEMENT CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 6 rev. 12.11.2020
5. We will meet requirements for Davis Bacon Act prevailing wage determination for staff working on project. For details go to <https://sam.gov/wagedetermination/AZ20200031/5>.
6. We will register in SAM.gov. To register for a free account, go to <https://sam.gov/content/entity-registration> if selected.
7. We will provide W-9 if selected.
8. We will provide Certificate of Insurance if selected.

2.4. Offeror shall detail the process involved for correcting work not performed satisfactorily.


Any work not performed or needing correction will be reviewed by Gerald. He will then coordinate with the City of Glendale employees and tenants to get the issue corrected in a timely manner.

2.5. Describe the process your firm uses to clean up after work is performed.

All work areas inside and outside must be cleaned up completely. This includes, sweeping, vacuuming (as needed), picking up trash, and wiping down all workspace surface areas. Pictures will be taken by employees to document cleanup.

2.6. Provide a description of training, safety, and cleanup provided to employees in providing the services as described in this RFP.

At the beginning of the project, a safety meeting will be held to go over any and all hazards including a review of safety practices, clean up processes, and to ensure all employees are up to date on the training needed for this project.

	City of Glendale Solicitation Number: RFP 24-19/ 42400019 GLENDALE HOMES SPLIT SYSTEM HEAT PUMP REPLACEMENT	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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3. VENDOR EXCEPTIONS:

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

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

AirZona HVAC Inc General Agregate is only \$2,000,000

4. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

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

AirZona HVAC Inc. acknowledges the addendum and will adhere to requirements.

5. CONFLICT OF INTEREST STATEMENT:

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

NONE

OFFEROR NAME: AirZona HVAC Inc.

EXHIBIT C
Professional Services Agreement

COMPENSATION
(3 pages)

METHOD AND AMOUNT OF COMPENSATION

As described on the attached Exhibit C.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$383,370.

	City of Glendale Solicitation Number: RFP 24-19 / 42400019 GLENDALE HOMES SPLIT SYSTEM HEAT PUMP REPLACEMENT	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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| BIDDER SHEET

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

The City is seeking qualified proposals from ROC licensed Contractors (Bidder) to replace existing natural gas/electric HVAC systems, with new Trane® electric split system heat pumps.

Instructions:

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

Location: Glendale Homes

(Do not include tax)

ITEM #	Qty (A)	UOM	Description	Model No. and SEER (air handler and condenser)	Unit Price (B)	Extended Price (AxB)
1	1	ea	New Trane® split system heat pump Two (2) ton installed. Condenser model XR14 model 4TWR4024N1000; Air Handler Hyperion GAM5	GAM5 units are discontinued 4TWR4024N1000A 14.3 SEER2	\$8155	\$8155
2	1	ea	New Trane® split system heat pump Two (2) ton installed. Condenser model XR14 model 4TWR4024N1000; air handler M Series TEM4	4TWR4024N1000A 14.3 SEER2 TEM4B0B24M21SA	\$7555	\$7555
3	1	ea	New Trane® split system heat pump Two (2) ton installed. Condenser model XR14 model 4TWR4024N1000; air handler M Series TEM5	4TWR4024G100A 14.5 SEER2 TEM6A0B24H21S	\$7955	\$7955
4	14	ea	New Trane® split system heat pump Two (2) ton installed. Condenser model XR14 model		\$8055	\$112,770



City of Glendale
Solicitation Number: RFP 24-19 / 42400019
GLENDALE HOMES SPLIT SYSTEM HEAT PUMP
REPLACEMENT

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

			4TWR4024N1000; Air Handler Hyperion GAM5	GAM5 units are discontinued 4TWR4024N1000A 14.6 SEER2 GAM5BOA24M21EA		
5	14	ea	New Trane® split system heat pump Two (2) ton installed. Condenser model XR14 model 4TWR4024N1000; air handler M Series TEM4	4TWR4024N1000A 14.3 SEER2 TEM4B0B24M21SA	\$7455	\$104,370
6	14	ea	New Trane® split system heat pump Two (2) ton installed. Condenser model XR14 model 4TWR4024N1000; air handler M Series TEM6	4TWR4024G100A 14.5 SEER2 TEM6A0B24H21S	\$7855	\$109,970
7	2	ea	New Trane® split system heat pumps Three (3) ton installed Condenser model XR 15 model 4TWR5036N1000; air handler GAM Hyperio TGAM5B0A24M21EA	GAM5 units are discontinued GAM5BOA24M21EA 4TWR402N100A 14.6 SEER2	\$8155	\$16,310
8	2	ea	New Trane® split system heat pumps Three (3) ton installed Condenser model XR 15 model 4TWR5036N1000; air handler TEM6 M Series TEM6A0B30H21SC	4TWR5036N1000 TEM6A0B30H21SC 14.5 SEER2	\$8055	\$ 16,110
10	1	ea	24-gauge galvanized sheet metal base plate placed on existing plywood under air handler and installation (Approx. 24"x 30")	N/A	\$40	\$40
11	1	ea	Air filter frame and installation (12" x 24")	N/A	\$85	\$85
12	1	ea	Thermostat wiring from air handler to condenser (Approximately 30 feet)	N/A	\$50	\$50

Percentage discount if more than one 2-Ton Unit is purchased at a single time: **\$100 OFF EACH UNIT**

Percentage discount if 15 or more units are purchased at a single time: **\$100 OFF EACH UNIT**

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

	City of Glendale Solicitation Number: RFP 24-19 / 42400019 GLENDALE HOMES SPLIT SYSTEM HEAT PUMP REPLACEMENT	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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Comply: YES NO

If your answer is NO, please state terms offered: Payment in full within 30 days %

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

TAX AMOUNT Provide your tax rate: 9.2%

OFFEROR NAME: AirZona HVAC Inc.

