

# CITY OF TUCSON

## NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 100371  
PROPOSAL DUE DATE: Wednesday, February 24, 2010 AT 4:00 P.M.,  
Local AZ Time  
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: TESTING, MAINTENANCE, REPAIR AND  
REPLACEMENT SERVICES FOR ELECTRICAL  
SYSTEMS.

PRE-PROPOSAL CONFERENCE DATE: Tuesday, February 16, 2010  
TIME: 11:00 A.M., Local AZ Time  
LOCATION: CITY HALL, PROCUREMENT 6<sup>th</sup> FLOOR  
CONFERENCE ROOM, 255 W. ALAMEDA,  
TUCSON, AZ 85701

CONTRACT OFFICER: DAN LONGANECKER, CPPB  
TELEPHONE NUMBER: (520) 837-4125  
Dan.Longanecker@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

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

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

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

### \*\*\*\*NOTICE\*\*\*\*

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

DL/sd

PUBLISH DATE: Tuesday, February 02, 2010

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSAL NUMBER:** 100371  
**PROPOSAL DUE DATE:** Wednesday, February 24, 2010 at 4:00 P.M.,  
Local AZ Time  
**PROPOSAL SUBMITTAL LOCATION:** Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ 85701

**MATERIAL OR SERVICE:** TESTING, MAINTENANCE, REPAIR AND  
REPLACEMENT SERVICES FOR ELECTRICAL  
SYSTEMS

**PRE-PROPOSAL CONFERENCE DATE:** Tuesday, February 16, 2010  
**TIME:** 11:00 A.M., Local AZ Time  
**LOCATION:** City Hall, Procurement 6<sup>th</sup> Floor Conference Room,  
255 W. Alameda, Tucson, AZ 85701

**SENIOR CONTRACT OFFICER:** Dan Longanecker, CPPB  
**TELEPHONE NUMBER:** (520) 837-4125  
Dan.Longanecker@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may be obtained from our Internet site at: [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) by selecting the Bid Opportunities link and the associated solicitation number.

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

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

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

#### \*\*\*\*NOTICE\*\*\*\*

Effective July 1, 2009, the City is no longer mailing Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

**PUBLISH DATE:** Tuesday, February 02, 2010

## **INTRODUCTION**

It is the City's intent to solicit proposals for contracted service to provide predictive testing and analysis of electrical switchgear, distribution systems, and associated components installed in City buildings and at various City of Tucson facilities. Services will be requested on an as-needed basis and the resultant contract agreement does not constitute a commitment by COT that services will be requested. Requests for services will be initiated from within the Facilities Management Division of General Services Department and communicated to the service provider through a designated primary contact within Facilities Management. It is not intended that this contract be used for major repairs and/or upgrades of City electrical systems.

The intent of contracted inspection service is to:

- Develop a prioritized approach to electrical service equipment maintenance.
- Ensure safe and reliable operation of electrical distribution equipment and systems.
- Maximize the service life of installed equipment.
- Identify renewal and/or replacement needs in advance of potential failures.
- Avoid unplanned service disruptions through planned inspection and repair.
- Acquire test data and develop formal condition assessment documentation for all systems selected for Inspection.

Requests for service will be both selective and programmatic in nature and will include energized predictive testing and analysis, de-energized maintenance actions, and formal documentation of test findings. Expenditures for services are initially estimated at approximately \$ 50,000 per year.

The City's Facilities Management (FM) Division (General Services Department) is responsible for providing building maintenance services at most City-owned buildings and facilities through a combination of in-house staff and contracted services. The Facilities Management Electrical Supervisor and/or FM Electricians will provide scheduling coordination and access to facilities for requested services. The designated central point of contact for testing services will initiate new service requests and provide a work order reference. The City reserves the right to include systems not maintained by FM in this contract.

## **SCOPE OF WORK**

### **I. INSPECTIONS AND TESTING**

General categories of Equipment to be inspected:

- Service Entrance switchgear
- Motor control centers and components
- Emergency Power Systems and electrical components
- Pad-mounted transformers/switchgear (15 KV primaries)
- Dry type power and distribution transformers

Inspection and Testing Services

Energized testing shall include but is not limited to:

- Compliance with established safety procedures
- National Electric Code Compliance
- Infrared Thermography
- Ultrasonic Inspection

- Nominal system voltage measurements
- Phase balance and neutral loading conditions
- Voltage drop measurements
- Power quality recording
- Acceptance testing

Upon request and authorization by Facilities Management, the Contractor will perform an energized electrical systems analysis and condition assessment using predictive testing procedures, equipment, and methodologies. Documentation reports will include system identification, summaries of results, noted anomalies, and recommendations.

De-energized inspection and minor service maintenance shall include but is not limited to:

- Visual inspection of internal components for abnormal conditions
- Removal of accumulated dust/dirt from components and surfaces within enclosures
- Ensuring cleanliness and tightness of terminating connections
- Exercise circuit breakers and switches
- Lubricate moving parts

Pad-mounted transformer/switchgear inspections shall include and consider:

- Manufacturer recommendations for inspection
- Proper positioning on concrete pad
- Vegetation growth and service access
- Hot spots on tank surfaces of liquid filled transformers
- Fluid leak inspection
- Nameplate data temperature rise and gauge readings.
- Load break elbow inspection

Dry type transformer inspections shall include but is not limited to:

- Proper ventilation at louvers and screens
- Visible dust accumulation
- De-energized cleaning as needed
- Monitor audible sound levels
- Ambient temperature in room

## **II. ON-CALL SERVICES**

This section covers the requirements for Contractor performance of on-call testing, maintenance, repair, and replacement services for City electrical systems.

**A.** The Contractor shall be notified by telephone of all requests for problem assessment or testing services. Telephone calls shall be made to the designated telephone number(s). The Contractor will be notified by the designated FM primary contact, or alternately, the FM Electrical Shop Supervisor.

**B.** In the case that sudden failure occurs in equipment serving mission essential operations, priority service will be requested. This type of unplanned service request may be charged on a time and materials basis as agreed at the time of the request in order to expedite service. The Contractor shall immediately inform the FM Representative if unable to mobilize promptly in response to such same day priorities.

**C.** The FM Representative shall meet the Contractor at the site of requested service to provide access and logistical support as needed, assist the Contractor if necessary, and to monitor Contractor performance. The Contractor shall immediately conduct an assessment of the equipment in question and make recommendation for corrective action as required. If the inspection service contractor can undertake the required repair or replacement, the contractor shall provide a separate proposal for repair with associated cost and anticipated time required to restore the system to full service.

**D.** When immediate repair is essential, the Contractor shall start and complete repair of the malfunctioning system upon authorization by the Primary Contact. Where electrical repairs must await the acquisition of parts but do not disrupt essential services, such repair shall be scheduled by the FM Representative, in consultation with the Contractor and the end user. The Contractor shall adhere to the schedule as set in this manner.

**E.** The City may, at its option, authorize the contractors proposed repair or alternately, the City may draw upon other available resources as the situation may require, in order to ensure the quickest possible restoration of service. In the case of mission essential services, and where damage to equipment exists or replacement components are not immediately available, an alternative temporary power installation may be installed to restore electrically safe service while pursuing a permanent restoration.

### **III. PLANNED WORK-FIXED PRICE OR UNIT PRICE**

The following work order process will be used:

#### **A. Generate Work Order (WO)**

The FM Primary Contact shall generate a Work Order (WO) identifying:

1. Building or Site Location
2. Description of Equipment and/or Problem
3. Proposed Schedule and hours of work, (regular or after-hours).
4. Contact Person and Contact Number

#### **B. Solicit Proposals**

The FM primary contact may request proposals from multiple contractors should multiple contracts be awarded. The Request for Quote (RFQ) shall include:

1. Date of Work Order Request
2. Work Order Number
3. Building or Site Location
4. Description of Work
5. Proposal Due Date
6. Proposed Work Start Date
7. Proposed Work Finish Date
8. Hours of Work (Regular or After-Hours)
9. Periodic Work Inspection Frequency
10. Liquidated Damages If Applicable
11. Special Instructions (If Necessary)

#### **C. Proposal Review, Revision, and Approval**

The FM primary contact shall review and consider proposals submitted by Contractors in relation to the following factors:

1. Contractor responsiveness to the RFQ.
2. Contractors may suggest changes to the RFQ including proposed scope of work and scheduling.
3. The primary contact may issue clarifications and request revised proposals from Contractors as necessary.
4. Contractor proposals shall include all necessary permits and inspections if required.
5. Non-responsive proposals will not be considered. Proposals not received by the due date will be considered non-responsive.
6. WOs will be awarded based upon consideration of the firm's ability to complete the work expeditiously and the proposed cost. The City intends to obtain price and schedule proposals from all contracted firms, if multiple awards are made. However, when multiple quotes on individual projects is impracticable, the City reserves the right to award work in a manner that is determined to be in the best interest of the City for continuity of operations.

**D. Authorize WO (or Change Order CO)**

1. The FM Primary Contact will authorize release of the work order to the selected contractor and shall coordinate all necessary contract authorizations (and CO's).
2. The FM Primary Contact has sole discretion to authorize a CO.

**E. Acquire Parts And Equipment**

1. Upon receiving notice to proceed the contractor shall order all necessary parts, equipment and resources to complete the work order in accordance with the RFP terms.

**F. Schedule Work**

1. The FM primary contact or designee shall schedule work with the building occupant and contractor including coordinating building shutdowns if required.

**G. Perform Work**

1. Contractor shall perform services in accordance with authorized RFP. The contractor is completely responsible for completion of the work order in accordance with the terms of the RFP.
2. The scope of work for each WO shall include upon completion, a comprehensive analysis report in hard copy and shall also include appropriate documentation associated with equipment or components that are newly installed by the contractor.
3. All work undertaken shall be in compliance with appropriate best practice and consensus standards which include where applicable, but are not limited to:
  - a. ANSI/NFPA 70B, Recommended Practice for Electrical Equipment Maintenance
  - b. ANSI/IEEE C57.125 , Guide for Failure Investigation, Documentation, and Analysis for Power Transformers and Reactors.
  - c. IEEE Standard Test Code for Transformers, C57.12.90
4. The FM primary contact shall oversee progress of requested services in accordance with the authorized RFP. If Contractor is not making satisfactory progress the Contractor shall mobilize additional resources to bring the work back into compliance with the agreed upon schedule. Work orders not completed in accordance with the RFP terms may be subject to the liquidated damages portion of the RFP. Liquidated damages, if applicable, will be established prior to issuance and acceptance of a WO.
5. If unforeseen conditions arise the Contractor may request a Change Order (CO) for revisions to the RFP from the FM primary contact.

#### **H. Recommending Change Orders**

1. The FM primary contact has sole discretion to recommend or not recommend a CO to the RFP.
2. If the CO is recommended by the Primary Contact in conjunction with Procurement will either authorize or not authorize the CO.
3. If the CO is authorized the contractor shall perform per the revised RFP terms. If the CO is not authorized the contractor shall perform per the original RFP terms.

#### **I. FM Acceptance**

1. The FM primary contact shall verify completion of service request work orders through knowledge of the proposed schedule, presence of contractor service personnel, and final documentation report of the electrical system analysis.
2. If the WO is not completed within the scheduled timeline, the contractor will be directed to complete the WO in accordance with the authorized RFP. Liquidated damages may apply per the authorized RFP for work not completed by the completion date. Liquidated damages, if applicable, will be established prior to issuance and acceptance of a WO.

#### **J. Payment authorization**

1. Upon acceptance of the WO completion by the FM primary contact, the contractor shall submit an itemized invoice. Invoices shall be submitted per work order.
2. The FM Primary Contact shall authorize payment of the contractor through the FM financial section.
3. Payment for uncompleted services will be withheld until completion.
4. Parts to be reimbursed at cost-no mark-up.

### **IV. TIME AND MATERIAL WORK ORDERS (UNPLANNED WORK)**

The following work order process will be used:

#### **A. Generate Work Order**

The FM Primary Contact shall have a Work Order (WO) generated identifying:

1. Location
2. Description of problem
3. Equipment ID number if applicable
4. Priority status (1-3)
5. Contact person and contact number

#### **B. Solicit proposals**

The FM Primary Contact may request quotation(s) from contractor(s). Contractor quotation shall include:

1. Date of request
2. WO#
3. Location of WO
4. Description of work
5. Not to exceed cost proposal
6. Proposed completion date
7. Proposed work schedule (regular or overtime)
8. Special instructions (if any)

**C. WO assignment**

1. The FM Primary Contact shall assign the WO to the contractor designated contract through a notice to proceed, (NTP).

**D. Authorize WO (or Change Order CO)**

1. The FM primary contact will authorize release of the work order to the contractor and shall coordinate all necessary contract authorizations (and CO's).
2. The FM primary contact in conjunction with Procurement, has sole discretion to authorize a CO.

**E. Order parts and equipment**

1. Upon authorization to proceed the contractor shall order all necessary parts, equipment and resources to complete the work order in accordance with the WO terms.

**F. Schedule WO**

1. The FM Primary Contact shall have the work order scheduled with the building occupant and contractor including coordinating building shutdowns if required.

**G. Perform work**

1. Contractor shall perform WO.
2. The FM primary contact or designee shall oversee progress of requested services in accordance with the authorized RFP. If Contractor is not making satisfactory progress the Contractor shall mobilize additional resources to bring the work back into compliance with the agreed upon schedule.
3. If unforeseen conditions arise the Contractor may request a Change Order (CO) for revisions to the RFP from the FM Primary Contact.

**H. FM Acceptance**

1. The FM primary contact shall verify completion of service request work orders through knowledge of the proposed schedule, presence of contractor service personnel, communication from contractor and receipt of final documentation report of the electrical system analysis.
2. If the WO is not completed within the scheduled timeline, the contractor will be directed to complete the WO in accordance with the authorized RFP. Liquidated damages will apply as per the authorized RFP for work not completed by the completion date.

**I. Payment authorization**

1. Upon acceptance of the WO completion by the FM Primary Contact the contractor shall submit an itemized invoice. Invoices shall be submitted per work order. Each invoice shall include a copy of the approved final inspection report if applicable.
2. FM Contract Management Coordinator shall authorize payment of contractor through the FM financial section
3. Payment for uncompleted acceptance review items will be withheld until completion.
4. Parts to be reimbursed at cost-no mark-up.

**V. EXPERTISE, KNOWLEDGE AND TRAINING**

**A.** The Contractor shall maintain complete and up-to-date expertise, knowledge, training, and professional and technical certifications, and any relevant building code requirements for the professional performance of any and all work performed.

**B.** The Contractor shall consult with the FM Primary Contact as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, to understand the work, and to otherwise inform, advise and consult.

**C.** Regulatory or manufacturer recommended or required specifications and procedures, and code requirements shall be those in place when this contract commences and any changes to manufacturer recommended or required maintenance or repair procedures, or to fire and building code requirements that may occur during the term of this contract.

**D.** The Contractor shall provide written notification to the FM Primary Contact within 5 working days of any changes to any regulatory requirements, or any other recommended water treatment, maintenance, or repair procedures or other relevant matter that may arise during the term of this contract. Any such changes shall automatically become part of this contract. Such changes shall not result in additional cost to the City at the time of their implementation, but may be considered at contract renewal.

## **VI. EMPLOYEE REQUIREMENTS**

**A.** The Contractor shall utilize only individuals to work on this contract who have successfully completed a criminal background investigation conducted by the Tucson Police Department. The Contractor shall submit the names of individuals the Contractor intends to the FM Contract Representative. Individuals shall not perform work until the FM Contract Representative notifies the Contractor of successful completion of the criminal background investigation.

**B.** The Contractor shall designate a management or supervisory individual who shall be responsible have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 4 hours to emergencies as determined by the FM Contract representative.

**C.** The Contractor shall ensure that all employees wear identification badges that clearly show the Contractor's company name and the first and last name of the employee.

**D.** The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM Contract Representatives, other City staff, and the public.

**E.** The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

**F.** The Contractor shall immediately remove at the direction of a FM Representative, or other City staff, any of its employees from current and future assignment to work at City buildings or sites at the City's sole discretion. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

## **VII. LEGAL REQUIREMENTS**

- A. The Contractor shall be fully knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the FM Contract Representative upon request.
- B. The Contractor shall pay any and all taxes, charges and fees that are required.
- C. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.
- D. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

#### VIII. ADDITIONAL CONTRACTOR RESPONSIBILITIES

- A. Repair at no cost to the City any damage caused by the Contractor or its employees within 24 hours, or earlier if the damage is determined by City representatives to be of an emergency nature. Such repairs shall be noted on the Service Report. Such repairs shall be completed to the full satisfaction and acceptance of the appropriate City representative.
- B. Fully and unconditionally guarantee all work performed and delivered under this contract including, but not limited to labor, parts, and materials, for a period of one year, or in the case of parts and materials, for the length of the manufacturers' standard warranty, whichever is longer. The one year warranty period shall commence at the date and time the FM Primary Contact accepts the work as complete and satisfactory.
- C. Maintain clean work sites and remove all waste materials, debris, rubbish, tools, surplus material, and hazardous materials from the work site and disposing of all such materials in compliance with all relevant laws and regulations.

#### IX CONTRACT REVIEW MEETING

- A. The designated Contractor Representative and the Contractor Technician(s) shall be fully knowledgeable of all contract requirements and specifications before commencing any work and at all times thereafter.
- B. The Contractor Representative and the Contractor Technician(s) shall participate in a mandatory Contract Review Meeting with City representatives, to be scheduled by the FM Contract Management Coordinator. This mandatory meeting shall be held after contract award but before the Contractor begins providing services. The purpose of the Contract Review Meeting is ensure that all parties fully understand and agree to all contract requirements before services commence and to obtain clarifications and preclude future misunderstandings. The Contractor and Contractor representatives shall use this meeting to verify scheduling and receive clarification regarding any contract requirements. That any requirements are not discussed in this meeting shall not relieve the Contractor of any responsibility under this contract.
- C. Contractor Technicians will be familiar with the contract specifications and requirements while working on city systems.

#### X. MONITORING CONTRACTOR PERFORMANCE

The Contractor shall cooperate with Facilities Management's contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

**A.** The Contractors primary contacts within the Facilities Management Division shall be:

1. FM Electrician(s): responsible for all routine direct coordination with Contractor and Contractor Technician, scheduling services, providing the Contractor Technician with access to sites and buildings, providing technical assistance and support, and front-line problem solving and monitoring of Contractor performance.
2. FM Electric Shop Supervisor: Responsible for supervision the FM Electric section, maintenance, discussion and resolution of technical issues requiring supervisory intervention and coordinating resolving performance problems unresolved at the first level.
3. FM Superintendent: Responsible for management and supervision of the Electrical section, and resolution of problems unresolved at the second level. Acts as Primary Contact for Service Requests.
4. FM Management Coordinator (Contract Administration): Designated as the City's Contract Representative for this contract, responsible for overall contract administration and compliance, documenting contractor performance, coordination with the City's Procurement Department

**B.** Facilities Management may utilize any or all of the following steps when monitoring Contractor performance.

1. On-Site Observation of service work: FM Electrician or FM Electric Shop Supervisor shall monitor Contractor performance as appropriate, through the use of observation, discussion, and when providing support assistance when needed.
2. Equipment Performance: The performance of any electrical equipment which has been subject to inspection and analysis and where contractor recommendations have been adhered to, shall be a key indicator of Contractor performance.
3. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the FM Management Coordinator may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by the FM staff.
4. Documentation of Performance Monitoring Results: FM shall provide the results of any contract monitoring activities or tests, either verbal or written, to either the Contractor Technician or Contractor Representative.

**C.** Facilities Management will use the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies. It is the intent of these steps to resolve performance related matters to the full satisfaction of FM Management, thereby ensuring that the interests of the City are protected.

1. Informal Discussion: FM shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with the on-site Contractor Technician.

2. Notification to FM Management: If in the judgment of the FM Supervisor that the performance issue is of a repetitive, serious, or critical nature, or a first-level informal discussion has not resolved a non-critical issue, the FM Supervisor shall notify in writing the FM Superintendent and FM Management Coordinator.
3. Reporting Deficient Performance to the Contractor: The FM Management Coordinator will forward copies of written performance comments to the designated Contractor Representative, requesting follow-up action on the part of the Contractor Representative to resolve the performance matter.
4. Consultation with the Contractor: The Contractor's designated representative shall at the request of the Management Coordinator meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to give the Contractor the opportunity to correct deficient performance.
5. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor or considered by FM Management to be of a serious consequential nature shall be referred to the City of Tucson Procurement Department for action.

## **XI. RESPONSE TIME REQUIREMENTS**

**A. Planned Maintenance and Service** - Work planned and scheduled in advance discover potential and probable failures:

Contractor shall provide same or next day phone or e-mail response to requests for service that will call for scheduling in advance and in conjunction with user needs and operations requirements.

**B. Critical Power Disruption**- Sudden and unexpected failure of electrical distribution equipment or components serving mission essential operations. (liquidated damages may apply for CNG Plant and 911 Communications):

Contractor shall provide telephone response within one hour to primary contact or designee. Mobilization and contractor presence on site shall be required within two hours.

## INSTRUCTIONS TO OFFERORS

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

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

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

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

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

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

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

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

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

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

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

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least 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 opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

### 6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED

PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.
16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) by clicking on Vendor Services.
21. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
22. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
  - (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) upon issuance of a Notice of Intent to Award or upon final contract execution.
24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
  - A. The name, address, and telephone number of the protestant;
  - B. The signature of the protestant or its representative;
  - C. Identification of the Request for Proposal or Contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - E. The form of relief requested.
25. **CITY OF TUCSON BUSINESS LICENSE:** Prior to the award of a Contract, the successful offeror must obtain a City of Tucson Business License or a written determination that a business license is not required issued by the City's Business License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a valid copy of the business license or a written determination that a business license is not required prior to award and at contract renewal. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).

## PROPOSAL EVALUATION REQUIREMENTS

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

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

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

#### A. Qualifications and Experience

##### 1. Experience on Similar Projects:

- a. Provide detailed information of past experience in the performance of other projects of a similar nature to those listed below. Identify the approximate date the work was performed, the specific scope, and the location of work. Provide sufficient detail to illustrate the security requirements, critical nature of the operation and work quality requirements. A minimum of two similar projects for each category shall be provided and at least one specific reference shall be provided for each project to allow the City to contact and verify performance.

- 1. Predictive Testing of Electrical Equipment
- 2. Liquid filled transformer testing
- 3. Dry type distribution and power transformer testing
- 4. De-energized inspection and maintenance
- 5. Emergency Power Systems and electrical components
- 6. Pad-mounted transformers/switchgear (15 KV primaries)
- 7. Infrared Thermography
- 8. Ultra sonic inspection
- 9. TTR
- 10. Acceptance Testing

##### 2. Qualifications of Firm:

- a. Submit qualifications of the firm and explain why your firm is especially qualified to perform the required services. Include the qualifications of any critical sub-contractors that will be involved to provide the required services. Should include the number of years the firms has performed work similar to the type work required in this Scope of Work.
- b. Describe your firm's knowledge and experience related to industry standards, local and state regulations, codes, and ordinances specific to maintenance and installation of heating and cooling equipment.
- c. List and provide documentation of all contractors' licenses held by Contractor and critical sub-contractors.

##### 3. Experience and Qualifications of the Team:

- a. Provide documentation of experience and qualifications of key team members including any licenses, registrations, or certifications applicable to the proposed work. Identify team experience on similar project, and the extent of team involvement, including time commitment. Describe experience and qualifications of the team in the following areas (if applicable):
  - 1. Supervisor
  - 2. Journeyperson / Tradesperson
  - 3. Laborer

- b. Describe your firm's working relationship and project experience with consulting engineering firms in obtaining building permits for commercial electrical system replacements.

**B. Method of Approach**

1. Describe the firm's quality assurance tools, resources, and procedures used by your firm in providing services under this contract. The description should demonstrate the firm's ability to provide a high quality work product in a timely manner within the budget allocated.
2. Describe special licenses, unique knowledge, equipment, or techniques beneficial to projects that your firm will contribute.

**C. Price**

1. Complete the price proposal as requested on the Price Page.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.
3. Indicate if payment will be accepted via credit card.  
If so, may credit card payment(s) be made online? \_\_\_\_\_
4. Convenience Fee (if allowable, per Section 5.2.E of Visa Operating Regulations) \$\_\_\_\_\_

**III. GENERAL**

**A. Shortlist:**

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

**B. Interviews:**

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

**C. Additional Investigations:**

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

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

**E. Multiple Awards:**

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

## MWBE PROVISIONS

THE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (“MBE/WBE”) PROGRAM WAS ADOPTED ON AUGUST 5, 1996, AND AMENDED EFFECTIVE FEBRUARY 10, 2009 BY THE CITY OF TUCSON’S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIII OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIII OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.

1. **PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY AN ELIGIBLE CERTIFIED MBE/WBE:** In accordance with Article XIII of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to an eligible local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by an eligible local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for solicitations with a projected contract value between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for solicitations with a projected value exceeding between one hundred fifty thousand dollars (\$150,000) and five hundred thousand dollars (\$500,000) in the initial term of the contract. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**

2. **DEFINITIONS**

**Certified MBE or WBE** - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) – the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

**Commercially Useful Function** - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

**Eligible Contract Relative to General Procurement of Goods, Services and Materials** - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold. Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City’s Procurement Code.

**Minority Business Enterprise (MBE)** - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

**Woman-owned Business Enterprise (WBE)** - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

3. **APPLICABILITY:** The seven percent (7%) price preference is available for solicitations with a projected contract value between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) is available for solicitations with a projected contract value exceeding one hundred fifty thousand dollars (\$150,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

**NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS TAKES SEVERAL WEEKS. PLEASE CONTACT THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS AT (520) 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.**

### SPECIAL TERMS AND CONDITIONS

**1. COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). Additionally, the Contractor may negotiate pricing adjustments (upwards or downwards) based upon the participating agency's usage/volume. The City shall not be responsible for any disputes arising out of transactions made by others.

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

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

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Liability Insurance Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

**3. KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the City.

If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

**4. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

**5. RATE ADJUSTMENT:** The City will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract extension.

**6. WAGE REQUIREMENT:** In accordance with the Tucson Procurement Code, Chapter 28, Article XV, providing for a living wage requirement for all employees supplying specific service to the City of Tucson, this solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder agrees to comply with the requirements of the Article. Such requirements include, but are not limited to:

A wage of no less than \$9.74 per hour (with health benefits being provided to employees); or  
A wage of no less than \$10.96 per hour (without health benefits being provided to employees); and  
If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee's health benefits premium.

In accordance with Sec. 28-157 (f) of the Tucson Procurement Code, if health benefits are offered to an eligible employee under an eligible Contract, proof of the above compliance shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause, under Standard Terms and Conditions, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

**Compliance with Wage Requirement:**

The City's Director of Procurement shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of Procurement is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

- Liquidated damages paid to the City in the amount of \$50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;
- Suspension of further payments under the Contract until the violation has ceased;
- Suspend and/or terminate the Contract for cause; and/or
- Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

**Records for Wage Requirement:**

The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Procurement, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

**All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation**

## STANDARD TERMS AND CONDITIONS

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

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

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming

materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 15. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

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

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

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

- 18. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

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

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

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 21. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 22. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 23. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 24. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 25. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 26. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 27. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 28. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

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

- 29. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 30. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 31. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 32. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 33. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 34. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 35. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 36. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 37. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 38. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 39. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

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

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

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

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

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

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

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

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

- 40. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 41. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 42. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

## PRICE PAGE

### HOURLY RATES:

Regular Business Hours: Monday through Friday, 7:00 am to 4:00 p.m., excluding holidays.

#### Labor Categories:

<b>Foreman</b>	\$ _____ / hour	<b>Apprentice</b>	\$ _____ / hour
<b>Journeyman</b>	\$ _____ / hour	<b>Helper</b>	\$ _____ / hour

After Hours/Holiday Rate: Monday through Friday, 4:00 p.m. to 7:00 am, weekends, and City holidays.

#### Labor Categories:

<b>Foreman</b>	\$ _____ / hour	<b>Apprentice</b>	\$ _____ / hour
<b>Journeyman</b>	\$ _____ / hour	<b>Helper</b>	\$ _____ / hour

**TRIP CHARGE:** \$ \_\_\_\_\_

## OFFER AND ACCEPTANCE

### OFFER

**TO THE CITY OF TUCSON:**

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

For clarification of this offer, contact:

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

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

\_\_\_\_\_  
Address

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

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

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

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

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

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

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

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. **100371**\_\_\_\_\_.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2010.

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

\_\_\_\_\_  
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM  
As Director of Procurement and not personally