Vendor's RFQ Offer

It is REQUIRED that Request for Qualifications Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the RFQ response offer. An unsigned "Vendor's RFQ Offer", late response and/or a materially incomplete response will be considered non-responsive and rejected.

RFQ offeror is to type or legibly write in ink all information required below.

RFQ Offeror's Company Name Granado Mechanical Corp

Company Mailing Address 12602 E Via De Palmas, Chandler AZ 85249

Company Street Address 12602 E Via De Palmas, Chandler, AZ 85249

RFQ Offeror Contact Joe L. Granado Title President

Contact's Phone No. 480-797-4405 E-mail Address GRA0608 @ AOL . Com

RFQl Offeror's Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No. 07-2412-70-W or

Arizona Use Tax No. _____

Federal I.D. No. 860408653

City & State Where Sales Tax is Paid Chandler, Arizona , _____

THIS REQUEST FOR QUALIFICATIONS IS OFFERED BY

Authorized RFQ Offeror (Type or Print in ink) Joe L. Granado

RFQ Offeror's Title (Type of Print in ink) President

Date 7 Oct 07

REQUIRED SIGNATURE OF AUTHORIZED RFQ OFFEROR (Must Sign in Ink)

By signing this RFQ Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with RFQ offer will result in a non-responsive RFQ.

Joe L. Granado
Signature of Authorized RFQ Offeror

7 Oct 07
Date

Granado Mechanical Corp
12602 E Via De Palmas, Chandler, AZ 85249
Phone: 480-802-4216 Fax: 480-602-4889
Date: 7 Oct 07

To: Whom it may concern

Subject: Summary of firm's experience and expertise

Granado Mechanical has been in business since April of 1977. As a Mechanical contractor we have worked throughout the state of Arizona on various Commercial, Public Schools and Residential Projects. On the Mechanical side, expertise include Residential and Commercial Air Conditioning Installations. Installations include Chill Water piping, Chillers, Cooling Towers and Control work. In the construction side we have worked, some for the City of Tempe, City of Mesa, and various projects in the Phoenix and Chandler area. Our expertise include remodel work and complete new home construction.

Item #2.
Trades on qualified list: Heating & Air Conditioning and Residential Construction.

Item #3.
Key Individual: Joe L. Granado, Sr.
Qualification: President Granado Mechanical Corp.
Active in Air Conditioning since 1969. Life long experience in home building and remodeling.

Item #4. Attached

Item #5.
Air Conditioning

Company	Contact	Phone #
Cathy Garren	Ms. Garren	602-471-9971
Laura Tsosie	Ms. Tsosie	602-364-1321
City of Mesa	Van Bagley	480-644-5591

Construction

Company	Contact Name	Phone #
Joe Flores	Joe Flores	480-967-5900
Josephine Hayes	Ms. Hayes	480-966-7644
Juanita Mason	Ms. Mason	602-268-6579

Item #6. Sub-contract work: Electrical and Plumbing.

Item #7. Attached

Item #8. Mobile homes, Yes.

Thanks,

Joe L. Granado

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

CORP

LICENSE EFFECTIVE THROUGH: FEB 2009
TE OF ARIZONA
gistrar of Contractors CERTIFIES THAT
GRANADO CONSTRUCTION

TRACTORS LICENSE NO. ROC142619 CLASS B-
ENERAL RESIDENTIAL CONTRACTOR

ESIDENTIAL ONLY

CARD MUST BE
SENTED UPON DEMAND

Fidelis V. Garcia
DIRECTOR

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

CORP

LICENSE EFFECTIVE THROUGH: FEB 2009
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
GRANADA AIR

CONTRACTORS LICENSE NO. ROC062233 CLASS C-39R
AIR CONDITIONING & REFRIGERATI
ON
RESIDENTIAL ONLY

THIS CARD MUST BE
PRESENTED UPON DEMAND

Fidelis V. Garcia
DIRECTOR

Granado Mechanical Corp
Profit and loss
April 2006 through March 2007

	Apr '06-Mar '07
Ordinary Income/Expense	
Income	
CONTRACT WORK	550,968.00
SERVICE-LABOR	85,000.00
SERVICE PARTS	66,000.00
Total Income	701,968.00
Cost of Goods Sold	
PURCHASE FOR RESALE	-60,152.00
SUBCONTRACTORS	65,000.45
Total COGS	-41,015.00
Gross Profit	742,983.00
Expense	
ADVERTISING	350.00
AUTO/TRUCK-GAS	12840.00
AUTO /TRUCK-OTHER	1600.00
BANK CHARGES	350.00
BOND COMPANY	1299.00
CONTRACT SERVICES	185,000.00
CONTRIBUTIONS	350.00
DUES & PUBLICATIONS	475.00
EQUIPMENT R&M	6,367.00
FACILITY R&M	159,00
FACILITY RENTAL	9,879.00
INSURANCE-GENERAL	15,439.61
INTEREST	1,500.00
LATE FEES	00.00
MAINTENANCE SHOP	3,000.00
MEALS & ENTERTAINMENT	3,500.00
MISCELLANEOUS	75.00
OFICE SUPPLIES	4,500.00
OPERATING MATERIALS	3,850.00
PAYROLL EXPENSES	12,918.90
PAYROLL TAXES	2,058.54
PENALTIES	350.00
PENSION PLAN	7,500.00
PLANS	150.00
PROFESSIONAL SERVICES	4,500.75
SALARY OFFICERS	145,000.00
SALARY-OTHER	85,000.00
SMALL TOOLS	3,500.00
TAXES & LICENSES	2,800.00
TELEPHONE	3,000.00
TRAVEL & LODGING	3,500.00
UTILITIES	2,890.00
WORKERS COMP	12,600.00
TOTAL EXPENSES	536,301.80
NET ORDINARY INCOME	206,681.00

Form **W-9**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (See Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)
Granado Mechanical Corp

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)
12602 E Via De Palmas

Requester's name and address (optional)

City, state, and ZIP code
Chandler, AZ 85249

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number: 572-64-0921 10

or

Employer identification number: 86-0401865 13

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

▶

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 7 Oct 07

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

REQUEST FOR QUALIFICATIONS — CITY OF TEMPE

REQUEST FOR QUALIFICATIONS: 08-051

RFQ ISSUE DATE: 09/11/2007

Commodity Code(s): 914-53, 914-84, 914-55, 914-58, 914-61, 914-50, 914-27, 914-30, 914-38 914-47, 914-85, 914-64, 914-68, 914-73, 914-79, 914-80, 914-83

PROCUREMENT DESCRIPTION: Housing Rehabilitation Contractors

RFQ DUE DATE/TIME: **Tuesday, October 16, 2007, 3:00 P.M. Local Time**
Late RFQs will not be considered.

REQUEST FOR QUALIFICATIONS RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-QUALIFICATIONS CONFERENCE: N/A
DEADLINE FOR INQUIRIES: Friday, October 5, 2007, 5:00 P.M., Local Time

Sealed RFQ submittals must be received and in the actual possession of the City Procurement Office on or before the exact RFQ Due Date/Time indicated above. RFQ responses will be opened and each offeror's name will be publicly read. Late RFQs will not be considered.

RFQ responses must be submitted by a sealed envelope/package with the Request For Qualifications number, offeror's name and address clearly indicated on the envelope/package.

RFQ responses must be completed in ink or typewritten and a completed RFQ response returned to the City Procurement Office by the RFQ Due Date/Time indicated above. The "Vendor's RFQ Offer" (form 201-B RFQ) must be completed and signed in ink. Responses by electronic transmission, telegraph, mailgram or facsimile will not be considered.

RFQ offeror's are asked to immediately and carefully read the entire Request For Qualifications and not later than 10 days before the RFQ Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Lisa Goodman , CPPB E-mail: Lisa_goodman@tempe.gov Phone No: 480-350-8533
Procurement Officer

RFQ evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (**www.tempe.gov/purchasing**) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed RFQ response for evaluation purposes. For this specific RFQ, 5 additional RFQ response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete RFQ response will be considered non-responsive and rejected.

JH
Jerry Hart
Financial Services Manager

Form 201-A (RFQ)

INSTRUCTIONS TO RFQ OFFERORS

Please note that these Instructions are to be read and followed by any RFQ offeror and/or contracted vendor and that failure to follow these Instructions may result in rejection of an RFQ offer for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of RFQ Response:** It is the offeror's responsibility to examine this entire Request For Qualifications document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all RFQ responses for completeness and accuracy before submitting a response. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Request for Qualifications that are apparent before the RFQ opening date are to be filed with the City Procurement Office prior to the scheduled RFQ opening date. Negligence in preparing a RFQ response confers no right of withdrawal after RFQ due date and time.

   The City will not reimburse the cost of developing, presenting or providing any RFQ response to this Request For Proposals.

2. **Late, Unsigned and/or Incomplete RFQ Response:** A late, unsigned and/or materially incomplete RFQ response will be considered non-responsive and rejected. The City will not accept a signed letter by RFQ offeror in lieu of a signed "Vendor's RFQ Offer", form 201-B (RFP) as provided in this Request for Qualifications.

3. **Inquiries:** Questions regarding this Request for Qualifications are to be directed only to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named in this Request for Qualifications. Questions should be submitted in writing, when time permits. When sending correspondence related to this Request for Qualifications, identify within the letter, the appropriate Request for Qualifications' number, page and paragraph at issue. However, offeror (vendor) must not place the Request for Qualifications' number on the outside of an envelope containing questions, since the envelope may be identified as a sealed RFQ response and not opened until the official RFQ opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than 10 days before RFQ opening and those received within 10 days of RFQ opening may not be answered.

4. **RFQ Conference:** If a RFQ Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.

5. **Withdrawal of RFQ:** At any time before the specified RFQ opening date and time, an offeror may withdraw their RFQ. Offeror must present identification and documentation to indicate their authority to withdraw a RFQ response.

6. **RFQ Addendum(s):** Receipt and acceptance of a Request for Qualifications' Addendum is to be acknowledged by signing and returning the document either with the RFQ response or by separate envelope prior to RFQ opening date and time. Failure to sign and return an addendum prior to RFQ opening time and date may make the RFQ offer non-responsive to that portion of the Request for Qualifications as materially affected by the respective addendum.

7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within 30 calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within 30 calendar days from receipt of monthly statement.

8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this Request for Qualifications, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all RFQs, or portions thereof, or reissue this Request for Qualifications.

   A RFQ response is an offer to contract with the City based on the terms, conditions and specifications contained in this Request for Qualifications. An offeror does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this Request for Qualifications includes a separate contract document or requires the offeror to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful offeror. RFQ offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Qualifications will cause the RFQ offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this Request for Qualifications, do not include any Sales, Use or Federal Excise Tax in your RFQ pricing. The City is exempt from payment of Federal Excise Tax. For RFQ evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this Request for Qualifications, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a RFQ response.

12. **RFQ Results:** Offerors are invited to attend the scheduled RFQ opening at which the name of each offeror will be publicly read (not prices). After award of RFQ, an appointment may be made with the City Procurement Officer (identified on the cover page of this Request for Qualifications) and the RFQ documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a RFQ may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.

13. **Protests:** Any actual or prospective offeror who is aggrieved in conjunction with this Request for Qualifications or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this Request for Qualifications that are apparent before the RFQ opening shall be filed before RFQ opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (ing) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.

14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Request for Qualifications and is to be completed by RFQ offeror and submitted with the RFQ response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance of RFQ Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the RFQ offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with RFQ offer. RFQ offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this Request for Qualifications may cause the RFQ response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no RFQ offeror/contractor form will be considered unless submitted with RFQ response and approved by the City Procurement Office. No City department is authorized to sign any RFQ offeror and/or contracted vendor form(s) in relationship to this Request for Qualifications and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.

16. **RFQ, Offer and Contract:** RFQ offers that take exception to Special Terms & Conditions stated within this Request for Qualifications may cause the RFQ response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "RFQ offeror" means a vendor making a RFQ offer in response to a Request For Qualifications. "Contractor" means any person or firm who has a contract with the City. A successful "RFQ offeror" who is awarded a contract with the City becomes a "contractor".

    Any language in RFQ offers that takes exception or provides different or conflicting terms, conditions, obligations, specifications, and/or requirements then those contained in the City's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the City and are not included in the contract unless expressly agreed to in writing by the City of Tempe.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by RFQ offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a RFQ response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's RFQ Offer", form 201-B (RFQ), the offeror certifies:

   A. The submission of the RFQ offer response did not involve collusion or other anti-competitive practices.

   B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City of Tempe shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

      The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all RFQs and contracting activities conducted by the City.

   C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's RFQ Offer" or signing it with a false statement shall void the submitted RFQ offer and/or any resulting contract. In addition, the vendor may be debarred from future RFQ and bidding participation with the City and may be subject to such actions as permitted by law.

   D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Qualifications and resultant contract award. Violation of this condition will be grounds for contract termination by the City.

2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled 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 contractor the amount of gratuity.

3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Request for Qualifications and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and contractor.

5. **Contract Formation:** This contract shall consist of this Request for Qualifications document and the RFQ offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's Request for Qualifications shall govern. The City's Request for Qualifications shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.

6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.

8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.

10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

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

12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.

13. **Rights and Remedies:** No provisions of this Request for Qualifications document or in the vendor's RFQ response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.

15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

    Force majeure shall not include the following occurrences:

    A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

    B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

    Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

    If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this Request for Qualifications Shall receive any direct or indirect benefit from the use of these specification.

17. **Public Record:** After award of contract, RFQ responses shall be considered public record and subject to review. If an offeror believes a specific section of its RFQ response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its RFQ response. The offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.

18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38.511.

Request for Qualifications
Special Terms and Conditions

RFQ offers that take exception to Special Terms & Conditions stated within this Request for Qualifications may cause the RFQ response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "RFQ offeror" means a vendor making a RFQ offer in response to a Request for Qualifications. "Contractor" means any person or firm who has a contract with the City. A successful "RFQ offeror" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Request for Qualifications is issued by the City Procurement Office. No alteration of any portion of this Request for Qualifications document by an offeror is permitted and any attempt to do so shall result in offeror's RFQ response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this Request for Qualifications to be valid and irrevocable for 90 days after the RFQ opening time and date.

3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.

4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of 12 month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original RFQ documents and contract award remain unchanged.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods of up to a maximum of 24 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.

6. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Request for Qualifications who wish to cooperatively use the contract are subject to the approval of contractor(s).

7. **Contract Termination:** This contract may be terminated without default by either party by providing a written 30 day notice of termination to the other party.

8. **Cancellation for Default:** This contract is critical to the City of Tempe and the City reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

   1. The contractor provides material that does not meet the specifications of the contract;

   2. The contractor fails to adequately perform the services set forth in the specifications of the contract;

   3. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

   4. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contracts.

   The City may resort to any single or combination of the following remedies:

   1. Cancel any contract:

   2. Reserve all rights or claims to damage for breach of any covenants of the contract;

   3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the contractor;

   4. In case of default, the City reserves the right to purchase materials from another source, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:

      A. Deduction from an unpaid balance;

      B. Collection against the bid and/or performance bond, or;

      C. Any combination of the above or any other remedies as provided by law.

9. **Contracts Administration:** Contractor must notify the City Procurement Office (designated Procurement Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.

10. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if offeror's proposed product(s) and/or service(s) is/are capable of performing the function.

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

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

11. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each offeror.

12. **Non-exclusive Contract:** Any contract resulting from this Request for Qualifications shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tempe. The City reserves the right to obtain like materials or services from another source to secure significant cost savings or when timely delivery cannot be met by the contractor.

13. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model number, and/or serial number, as most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this Request for Qualifications. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Qualifications will be accepted for payment.

14. **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.

15. **Permits:** The contractor shall be responsible for obtaining all required permits for installations.

16. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

17. **Site Clean-Up:** The contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc., and clean up the area leaving the premises clean and orderly, returning to the original conditions.

18. **Infringement of Patent or Copyright:** The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of vendor supplied materials under this bid solicitation and of which the contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor (seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's (buyer's) purchase and use of material (equipment/product) supplied by contractor (seller).

It is expressly agreed by contractor (seller) that these covenants are irrevocable and perpetual.

19. **Contractor's(Seller's) Risk:** Contractor (seller) agrees to bear all risk of loss, injury, or destruction of materials (equipment/products ordered as a result of this Request for Qualifications which occur prior to delivery to the City; and such loss, injury, or destruction shall not release contractor (seller) from any obligation hereunder.

20. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.

3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.

4. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:

   a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

   b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.

   d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

   a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

   a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request for Qualifications. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.

2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.

5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.

6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

21. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

a. If intended for the City, to:

City of Tempe Procurement Office
Attn: Lisa Goodman
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

b. If intended for the contractor, to:

The contractor at the contractor's address and the attention of the person named as provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

22. **RFQ Opening:** RFQs shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the Request for Qualifications for which the RFQ was submitted shall be publicly read and recorded in the presence of witnesses. RFQs, modifications and all other information received in response to this Request shall be shown only to City Personnel having a legitimate interest in the evaluation. "PRICES SHALL NOT BE READ". After contract award, the RFQs and the evaluation documentation shall be open for public inspection.

23. **RFQ Evaluation:** In competitive Sealed RFQs, awards shall be made to the responsible offeror whose RFQ is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Qualifications. The City shall be the sole judge as to the acceptability of the products and/or services offered.

24. **Discussion with Responsible Offerors and Revisions to RFQ:** Discussions may be conducted with responsible offerors who submit RFQs determined to be reasonably susceptible of being selected for award. The City may ask to obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of RFQs, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from RFQs submitted by competing offerors. The purposes of such discussions shall be to:

A. Determine in greater detail such offeror's qualifications;

B. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;

C. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time; and

D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

25. **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.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace each person with personnel of substantially equal ability and qualifications.

26. **Confidential Information:**

A. If a person believes that a RFQ offer or specification, contains information that should be withheld, a statement advising the City Procurement Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.

B. The information identified by the person as confidential shall not be disclosed until the City Procurement Office makes a written determination or until after award of RFQ.

C. The City Procurement Office shall review the statement and information and shall determine in writing whether the information shall be withheld. After award of contract, all bid response information shall be available for public inspection.

D. If the City Procurement Office determines to disclose the information, the offeror shall be informed in writing of such determination. After award of contract, all RFQ response information shall be available for public inspection.

27. **Payments - After Acceptance of Delivery:** the City shall make Payment in full to the successful contractor within thirty (30) days after receipt and acceptance of delivery. Unless terms other than net 30 days are offered as a discount.

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

29. **Taxes:** Propose all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your RFQ pricing; unless specifically requested on the Price Sheet(s) within the Request for Qualifications document. The City is exempt from payment of Federal Excise Tax and for RFQ evaluation purposes will add Sales or Use Tax as applicable. For RFQ evaluation purposes, transaction (sales) Privilege Tax to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realize net expense of zero (0).

30. **Governor's Air Pollution Emergency Proclamation:** In keeping with the governor's air pollution emergency proclamation of July 16, 1996, products which are documented and evaluated to have low or no-content of reactive organic compounds (ozone-producing agents) are sought from this Request for Qualifications.

31. **Energy Efficient Products:** The City may consider energy conservation factors including cots in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, equipment and product purchases may specify items that have been given an energy efficient classification by the federal government.

32. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

33. **Confined Space Work:** The contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects.

    The contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

34. **Conduct and Dress Code:** The contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

    Employees will be neatly dressed with badges or uniforms that identify them as employees of the contractor.

35. **Safety, Health and Sanitation:** The contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this contract. The contractor(s) shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The contractor(s) shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the contractor(s) at all times for the protection of persons (including employees) and property. The contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated thereunder.

36. **Protection and Restoration of Property and Landscape:** The contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The contractor(s) responsibility will not be released until the project has been completed and accepted.

If damage is caused by the contractor, the contractor shall restore at no cost to the City of Tempe, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City of Tempe has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

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

38. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this contract and updated every six -(6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.

39. **Sub-Contractor (s):** The City of Tempe reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.

40. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed wackers, etc. Monitoring of safer work performance will be performed by City staff.

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

42. **Disadvantaged Business Enterprise:** For this RFP the City of Tempe has established that there is no goal for the utilization of Disadvantaged Business Enterprises owned, operated, and controlled by socially and economically disadvantaged individuals. Although there was not a DBE goal established for this contract, it is strongly encouraged that the Contractor use, wherever possible, Disadvantaged Business Enterprises owned, operated, and controlled by socially and economically disadvantaged individuals.

The City of Tempe extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for City business and strongly encourages, pursuant to Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations S.85.36 (e) and of Section 281 of the National Housing Affordability Act, voluntary use of disadvantaged and/or minority-or women-owned businesses to reflect both the industry and community ethnic composition.

Scope

The City of Tempe is issuing this Request for Qualifications to establish a qualified list of Housing Rehabilitation Contractors for use by the Housing Division. This list will be used for selecting qualified Contractors to perform all of the services and furnish all of the materials necessary to make improvements to residential properties identified by the City of Tempe Housing Division. The Request For Qualifications is structured to allow for the selection of multiple firms to provide cost estimates for required rehabilitation services.

The selection of Contractors for each property shall be from a General Contractor Suggestion List. This list will be maintained by the Procurement Office. Contractors will be placed on this list by alphabetical order and they will be rotated on a monthly basis. The rotation will occur by moving the number one Contractor on the list to the bottom of the list and adjusting the list up one place accordingly. Contractor lists for specific trades used for emergency rehabilitation will be rotated on a similar basis. An emergency exists when a repair will immediately impact the safety and wellbeing of the occupants.

Contractors selected for a project must be available to perform the work in a timely manner.

The properties are not owned by the City, but are either owner-occupied or landlord owned/occupied/unoccupied single-family detached, town home, row house, manufactured, mobile, duplex, two-family, SRO, or condo unit.

The initial contract period shall be for one-year and may be renewed for additional periods per the Special Terms and Conditions of this Request for Qualifications.

Contractors shall submit an estimate to the City for each project prior to starting work. This estimate shall provide the estimated time in hours that the project will require for completion. The Contractor can begin the project after authorization by the designated City representative. The Contractor shall obtain written approval from the Project Coordinator at the City if the time and cost to complete the project exceeds the estimate.

In the event that any asbestos, mold, or lead paint is suspected or discovered; contractor shall immediately notify the City and shall await a decision by the City before proceeding with any portion of the service.

Successful Contractors, when chosen for a project, will be asked to sign the attached contract, Exhibit A.

A Certificate of Insurance is required from Contractor naming the City of Tempe as an additional insured for all services requested and/or provided. Insurance must be provided to the Procurement Office at the commencement of contract.

Licensing

All Contractors must have the appropriate Arizona Contractor's Licenses for each trade for which they submit an offer. The City requires a firm to have a General Contractor's license. Subcontractors may participate in the emergency Housing Improvement Program (HIP) and must have the appropriate license for the repair involved.

A copy of each license must be submitted with RFQ response.

Workmanship

All work shall be completed in a high quality, workman-like manner as recognized in the trade industry and by the published Standards of Arizona Registrar of Contractors.

Debarred Contractors

The City will check the Better Business Bureau and Debarred Vendors for all Contractors. Contractors will be checked after the RFQ due date and prior to offer review and on an annual basis thereafter. Any Contractors that appear on either list as debarred or suspended will be removed from the qualified list.

Defects after Completion

The Contractor shall guarantee the work performed for twelve (12) months from the date of final acceptance of all work required by this contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon written instruction of the Owner(s), be corrected and made good by the Contractor at his expense.

Furthermore, the Contractor shall furnish the Owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

Codes

All trades current accepted standards shall be in accordance to the City of Tempe Building Code. All plumbing shall be in accordance to the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code. All electrical shall be in accordance with the National Electric Code of the National Fire Protection Association. All other trades must comply with applicable codes.

Non-Performance

Contractors that are selected for a project and fail to complete the project in a timely manner or refuse projects repeatedly will be removed from the qualified lists.

Customer Service

It is the City's intent to work with licensed contractors who demonstrate the highest level of customer service to City staff and Program Participants. Contractors that repeatedly demonstrate poor customer service and/or have more than one complaint filed with the Registrar of Contractors by a Program Participant may be removed from the qualified lists.

Storage

The Contractor(s) must provide storage facilities, where and when necessary, and exercise such measures as to ensure the preservation of the quality and fitness of all materials and/or equipment to be used in the work. Any portion of the right-of-way and easements not required for public travel may be used for storage purposes when approved by the ordering City department. The Contractor(s) must provide any additional storage area required.

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

Additional Information:

Process Overview – Regular Rehabilitation

1. Rotating contractor list is maintained – names are rotated on a monthly basis.
2. For non-emergency items, the homeowner selects 3 contractors to bid on their project.
3. Contractor walk-through is scheduled with City of Tempe and homeowner. A scope of work is provided to the contractor so they can bid on the project.
4. Bids are due within 10 days of the walk-through.
5. Bid review is conducted – the low bid will prevail unless the homeowner wishes to contribute to the difference in price.
6. Selected/non-selected letters are sent to the bidding contractors.
7. Contract between homeowner and contractor is signed.
8. "Notice to Proceed" sent to contractor.
9. Construction commences within 5 days.
10. Construction should be completed within 60 days.
11. Contractor payment requests need to be completed for any draws and are contingent upon satisfactory completion of the work as determined by the homeowner and the City. Terms are net 30.

Process Overview – Emergency

1. Contractor list is maintained per trade (HVAC, electrical, plumbing, roofing, etc.).
2. The contractors are used in order alphabetically.
3. Contractor walk-through is scheduled with City of Tempe and homeowner. A scope of work is provided to the contractor so they can bid on the project.
4. Bids are due immediately.
5. Selected letter is sent to the contractor.
6. Contract between homeowner and contractor is signed.
7. "Notice to Proceed" sent to contractor.
8. Construction commences immediately.
9. Construction should be completed immediately.
10. Contractor payment requests need to be completed for any draws and are contingent upon satisfactory completion of the work as determined by the homeowner and the City. Terms are net 30.

City of Tempe Housing Improvement Program

Purpose:
The primary purpose of the City's Housing Improvement Program is to provide a decent, safe and sanitary home and a suitable living environment for residents, as well as to protect and preserve the integrity and stability of Tempe neighborhoods.

The Housing Improvement Program provides financial assistance to qualified homeowner to rehabilitate their owner-occupied homes and is funded by two primary sources: the federal Community Development Block Grant Program (CDBG) and the federal HOME program.

Eligibility:
To be eligible for the Housing Improvement Program:

- Participant must be a Tempe resident;
- Participant must have owned and occupied the home to be rehabilitated for at least the immediate past 6 months;
- Participant's gross (before taxes) household income must meet the income guidelines; not to exceed 80% of area median income.
- Participant must not have an outstanding loan or lien from the City of Tempe as a result of previous rehabilitation work on their home.
- The property value of the home to be rehabilitated must not exceed 95% of the yearly-published HUD/FHA mortgage limits.
- Property taxes must be current to within one year and the mortgage payments must be current to within one month.

The Housing Improvement program provides funds up to a maximum of $50,000 to income qualified homeowners to correct code violations, deficiencies or other hazardous conditions in the home.

Homeowners may qualify for no-interest deferred loans, low-interest amortized loans or a combination of both. The type of loan the homeowner receives is based on the homeowner's ability to repay the loan.

In addition, grants (no repayment) are available for up to $7,500 to qualified low to moderate-income homeowners with household incomes not exceeding 80% of area median income limits, to make emergency repairs to, or rehabilitate their home. Emergency repairs are those which affect the immediate life, health and/or safety of the dwellings occupants.

Examples of emergencies include: air-conditioning or evaporative cooler repair, heating repairs, electrical hazards, leaking roofs, plumbing and/or sewer problems, or anything that may immediately affect the health or safety of the occupants of the home.

Waiting List and Preferences:
Qualified homeowners for the Housing Improvement Program may be placed on a waiting list according to the time and date of their pre-application and the preference area they live in. Preference 1 areas will be assisted before Preference 2 areas. The preference areas are as follows:

Preference #1:

- Westside, census tracts 3188, 3189, 3197.04;
- Apache Blvd: census tracts 3191, 3192, 3193;
- East Rio Neighborhood: the area inside of census tract 3184 with the following boundaries: north of Curry, West of Miller, south of Weber and east of Rural.

Preference #2:
All areas of the City outside of the preference 1 areas listed above.

The following grant program is also available to homeowners in Tempe:

Tempe Home Accessibility Program:
This program is also for homeowners who require accessibility modifications to their home, such as ramps, widening of doors, grab bars, modifications to showers, sinks, and toilets. Energy conservation improvements are also eligible expenses.

Loan Repayment:
Under the Housing Improvement Program, all loans are secured with a Deed of Trust and a recorded lien on the rehabilitated property.

Amortized loans will have set repayment schedules. Deferred loans have no set repayments. Both loans must be repaid immediately if the property is sold, the title is transferred or the property is alienated. Loans may also be due and payable upon mortgage refinancing during the term of the loan. There are no prepayment penalties if a loan is repaid prior to the due date.

The City of Tempe has conditions for subordination of liens and the request must be approved by the Tempe Neighborhood Enhancement Section.

Rehabilitation vs. Remodeling:
It is important to remember that the purpose of the Housing Improvement Program is to assist homeowners with rehabilitating their home to correct code violations, deficiencies or hazardous conditions. It is not a remodeling program.

Specifications

1. Contractor shall provide offers in a format acceptable to the City and services consistent with the requirements of the City of Tempe's Community Development Department's "Standards for Rehabilitation," most recent revision. These Standards provide information to the homeowners/landlord and Contractors on how the rehabilitation process flows. Its also provides general information on the programs. Copies are available at the Neighborhood Enhancement Office.

2. In most cases, a timely response will be expected to provide the services required and all offers will be binding on the parties and sub-Contractors providing the services.

3. Contractors, subcontractors and sub-subcontractors shall have and maintain all relevant certifications and licenses for all services offered throughout the life of the contract.

4. Contractors, subcontractors and sub-subcontractor, and their employees and agents shall have the qualifications and experience required to perform the work required under this contract in a workman-like manner and pursuant to industry standards.

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

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

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:	City of Tempe Accounting (see below for your contact) P.O. Box 5002 Tempe, Arizona 85280	
Accounting Contacts:	Cecilia Miller Ramona Zapien Penny Brophy	Letters A-C Letters D-O Letters P-Z

Evaluation

An evaluation committee composed of City Staff will review the RFQs and score them according to the criteria listed below. Those offerors receiving the highest scores may be invited to present to the evaluation committee. An eligibility list of qualified offerors will be determined from the information submitted.

Award Criteria	Weight	X	Rating	=	Value
1. Experience and Expertise of Firm	4	X	_____	=	_____
2. Key Individuals' Qualifications and Experience	4	X	_____	=	_____
3. Evidence of Financial Stability	3	X	_____	=	_____
4. References	2	X	_____	=	_____
			Total	=	_____

This RFQ will be evaluated on a cumulative point system.

Scoring

Outstanding . . .	7
Good	5
Average . . .	3
Poor	1
Not Addressed or Unacceptable	0

RFQ Checklist For Submittals

✓ One signed and complete original of the RFQ response, including "Vendor's RFQ Offer" (Form 201-B).

✓ RFQ Questionnaire has been completed and included.

_____ Any addendum(s) have been included.

✓ Copies of all licenses have been included.