

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PRECISION ELECTRIC CO., INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of August 15, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Precision Electric Co., Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Scottsdale, Arizona (“Scottsdale”) entered into Contract No. 15RP022, dated June 19, 2015, as amended by Contract Renewal No. 1, dated July 5, 2016, and Contract Renewal No. 2, dated June 6, 2017 (collectively, the “Scottsdale Contract”), for the Contractor to provide electrical maintenance. A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Scottsdale Contract, at its discretion and with the agreement of the awarded Contractor, and the Scottsdale Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Scottsdale Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with electrical maintenance, as more particularly set forth in Section 2 below on an “as-required” basis (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 19, 2018 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Scottsdale Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Scottsdale Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this

Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Scottsdale Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Scottsdale Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Scottsdale Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$40,000.00 for the Materials and Services at the unit rates set forth in the Scottsdale Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$120,000.00.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the Scottsdale Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Scottsdale Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Scottsdale Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the Scottsdale Contract, the Town shall be afforded all of the rights and privileges afforded to Scottsdale and shall be the "City" (as defined in the Scottsdale Contract) for the purposes of the portions of the Scottsdale Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Scottsdale to the extent provided under the Scottsdale Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold

harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Contractor: Precision Electric Co., Inc.
 1822 East Jackson Street
 Phoenix, Arizona 85034
 Attn: Steve Belt

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 16, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.


Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PRECISION ELECTRIC CO., INC.

[Scottsdale Contract]

See following pages.



Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

June 6, 2017

Precision Electric Co., Inc.

Attn: Bradley Lewis
1822 E. Jackson Street
Phoenix, Arizona 85034

Transmitted via Email: Bradley@precisionelectric.com

**Re: Contract: 15RP022, Renewal No. 2
Electrical Maintenance**

Dear Mr. Lewis:

Pursuant to your acknowledgement notice dated May 26, 2017 submitted via email, the City of Scottsdale hereby accepts your offer to renew our Contract No. **15RP022** for **Electrical Maintenance Services**, for a period of one (1) year. All terms, conditions, and pricing shall remain the same.

The renewal period shall be effective June 20, 2017, through June 19, 2018. All provisions of the contract shall remain in effect during the new contract period.

Please refer to Attachment 1, for a re-cap of the contract pricing.

The contract terms and conditions require current certificates of insurance for Commercial General Liability, Vehicle Liability, and Workers Compensation / Employer's Liability be on file with the City of Scottsdale. Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability:	\$2,000,000 each occurrence \$2,000,000 Products-Completed Operations Aggregate \$5,000,000 General Aggregate Current certificate on file <u>VALID through 7/1/17</u>
Vehicle Liability Insurance:	\$1,000,000 each accident Current certificate on file <u>VALID through 7/1/17</u>
Workers Compensation and Employer's Liability Insurance:	\$1,000,000 each accident \$1,000,000 Disease each employee \$1,000,000 Disease policy limit Current certificate on file <u>VALID through 10/1/17</u>

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below.

Please ensure the certificate(s) supplied **reference Contract Number (15RP022)**, AND state the following: **“City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale”**.

Please email or mail to my attention, as soon as possible a current ACORD Certificate of Liability Insurance that covers all of the insurance requirements that are indicated above as being EXPIRED OR MISSING, or when the certificate needs to be renewed. Failure to supply and keep current the required insurance certificates may render this extension void.

If you have any questions regarding this renewal, please feel free to contact me. All other questions, issues or concerns shall be directed to Jason Bowman, Contract Administrator (480) 312-8765.

Sincerely,

A handwritten signature in black ink that reads "Margie Vasquez" followed by two equals signs "=". The signature is written in a cursive style.

**Margie Vasquez, Bid & Contract Specialist
City of Scottsdale – Purchasing Division**

Phone: (480) 312-5715

Fax: (480) 312-9135

Email: MVasquez@scottsdaleaz.gov

cc: Jason Bowman, Contract Administrator
Water Department

CONTRACT PRICING
(Re-cap Pricing – No Increase)

Precision Electric Co, Inc.
Contract NO. 15RP022 - Renewal No. 2

Effective: 6/20/2017 to 6/19/2018
Page 1 of 2

LABOR RATES

JOB TITLES		HOURLY RATE(S)
1.	PM service as listed in section 10.0	\$ 67.00 per hour
2.	PM service in section 10.0 with two (2) field technicians	\$ 67.00 per hour
3.	Field Technician	\$ 67.00 per hour
4.	Field Technician with Truck	\$ 67.00 per hour
5.	Infrared Scan - when requested, when not part of the PM service	\$ 67.00 per hour
6.	Crane truck up to 25 ton with operator	\$ 67.00 per hour
7.	Field Supervisor	\$ 70.00 per hour
8.	Field Supervisor with Truck	\$ 70.00 per hour
9.	Shop Technician	\$ 65.00 per hour
10.	Specialty technician (example: VFD troubleshooting and repair)	\$ 67.00 per hour
11.	Machine shop rate	\$ 67.00 per hour
12.	Engineer services	\$ 115.00 per hour
13.	Crane truck 26 ton and above - with operator	\$ 67.00 per hour
14.	Shop Lead Technician	\$ 70.00 per hour

15. MOTOR REPAIR COSTS

DESCRIPTION	DISCOUNT %
Estimated Motor Repair Costs rebuilt according to section 9.0 example 250hp, 480volt, 3 phase (Annually)	15.00% (use % discount for VEMR pricing guide)

16. TRANSFORMER SERVICE

DESCRIPTION	COST
Transformer Service (10.30)	N/A

17. TRAINING SERVICES

DESCRIPTION	COST
VFD / Electrical Training (6.120)	N/A

CONTRACT PRICING
(Re-cap Pricing – No Increase)

Precision Electric Co, Inc.
Contract NO. 15RP022 - Renewal No. 2

Effective: 6/20/2017 to 6/19/2018
Page 2 of 2

EQUIPMENT/PARTS & OUTSIDE SERVICE RATES
(Mark-Up Costs)

EQUIPMENT / PARTS		Mark Up Percentage %
A.	Materials will be billed at your invoice cost multiplied by your mark-up % indicated.	<u>15%</u>

OUTSIDE SERVICES		Mark Up Percentage %
B.	Outside services include subcontracted work and motor repairs; to will be billed at your invoice cost multiplied by your mark-up %.	<u>15%</u>

Vaughen's Discount LIST PRICE		Discount Percentage %
C.	Vendor shall state discount offered off Vaughen's Electric Motor Repair (VEMR) Pricing Guide.	<u>15%</u>

OVERTIME RATES		RATE
D.	If any repair work extends into an overtime pay situation, at what rate over the standard hourly rate will the City be charged (i.e., 1-1/2 times, 2 times, etc.)	<u>1 1/2</u>

Indicate the time of the day, and the days of the week which will constitute overtime pay charges.
(Weekend, Holiday, and After Hours)

<u>DAYS</u>	<u>HOURS</u>
<u>Monday – Friday</u>	<u>5:00pm–6:00am</u>
<u>Sat / Sun</u>	<u>5:00pm–6:00am</u>



Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

July 5, 2016

Precision Electric Co., Inc.

Attn: Bradley Lewis
1822 E. Jackson Street
Phoenix, Arizona 85034

Transmitted via Email: Bradley@precisionelectric.com
Tod@precisionelectric.com

**Re: Contract: 15RP022, Renewal No. 1
Electrical Maintenance**

Dear Mr. Lewis:

Pursuant to your acknowledgement notice dated June 28, 2016 submitted via email, the City of Scottsdale hereby accepts your offer to renew our Contract No. **15RP022** for **Electrical Maintenance Services**, for a period of one (1) year. All terms, conditions, and pricing shall remain the same.

The renewal period shall be effective June 20, 2016, through June 19, 2017. All provisions of the contract shall remain in effect during the new contract period.

Please refer to Attachment 1, for a re-cap of the contract pricing.

The contract terms and conditions require current certificates of insurance for Commercial General Liability, Vehicle Liability, and Workers Compensation / Employer's Liability be on file with the City of Scottsdale. Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

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When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below.

Please ensure the certificate(s) supplied **reference Contract Number (15RP022)**, AND state the following: **“City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale”**.

Please email or mail to my attention, as soon as possible a current ACORD Certificate of Liability Insurance that covers all of the insurance requirements that are indicated above as being EXPIRED OR MISSING, or when the certificate needs to be renewed. Failure to supply and keep current the required insurance certificates may render this extension void.

If you have any questions regarding this renewal, please feel free to contact me. All other questions, issues or concerns shall be directed to Jason Bowman, Contract Administrator (480) 312-8765.

Sincerely,

A handwritten signature in black ink that reads "Margie Vasquez" followed by two equals signs "==".

**Margie Vasquez, Bid & Contract Specialist
City of Scottsdale – Purchasing Division**

Phone: (480) 312-5715

Fax: (480) 312-9135

Email: MVasquez@scottsdaleaz.gov

cc: Jason Bowman, Contract Administrator
Water Department

CONTRACT PRICING
(Re-cap Pricing – No Increase)

Precision Electric Co, Inc.
Contract NO. 15RP022 - Renewal No. 1

Effective: 6/20/2016 to 6/19/2017
Page 1 of 2

LABOR RATES

JOB TITLES		HOURLY RATE(S)
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DESCRIPTION	COST
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17. TRAINING SERVICES

DESCRIPTION	COST
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CONTRACT PRICING
(Re-cap Pricing – No Increase)

Precision Electric Co, Inc.
Contract NO. 15RP022 - Renewal No. 1

Effective: 6/20/2016 to 6/19/2017
Page 2 of 2

EQUIPMENT/PARTS & OUTSIDE SERVICE RATES
(Mark-Up Costs)

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D.	If any repair work extends into an overtime pay situation, at what rate over the standard hourly rate will the City be charged (i.e., 1-1/2 times, 2 times, etc.)	<u>1 1/2</u>

Indicate the time of the day, and the days of the week which will constitute overtime pay charges.
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<u>DAYS</u>	<u>HOURS</u>
<u>Monday – Friday</u>	<u>5:00pm–6:00am</u>
<u>Sat / Sun</u>	<u>5:00pm–6:00am</u>

REQUEST FOR PROPOSAL



ELECTRICAL MAINTENANCE

RFP #15RP022

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ELECTRICAL MAINTENANCE

RFP #15RP022

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INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

RFP #15RP022

The City of Scottsdale invites sealed submittals to establish a contract to provide full service electrical motor repair and electrical equipment maintenance, including pulling motors at City job site, repairing motors at Contractor's shop, and delivering motor back to City facility building control panels, service sections and motor control centers. The services provided under this contract will be provided on an as-needed basis for the Water Resources Department.

SOLICITATION CRITICAL DATES

BID/PROPOSAL SUBMITTAL DUE:	<u>2:00 P.M., LOCAL TIME, MAY 21, 2015</u>
PRE-BID CONFERENCE:	<u>10:00 A.M., LOCAL TIME, MAY 6, 2015</u>
QUESTIONS DUE:	<u>2:00 P.M., LOCAL TIME, MAY 13, 2015</u>
APPROVED ALTERNATE SUBMITTALS DUE:	<u>2:00 P.M., LOCAL TIME, MAY 13, 2015</u>

1. SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until 2:00 P.M., LOCAL TIME, MAY 21, 2015, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No submittal will be considered unless it is submitted on the forms contained herein. **All submittals must be presented in a sealed envelope or box.** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. PRE-BID CONFERENCE

A Pre-Bid Conference will be held at 10:00 A.M., LOCAL TIME, MAY 6, 2015, in the Water Resources Building, located at the Water Operations building located at 9312 N. 94th Street Scottsdale, AZ 85258 in the EOC room. In the All bidders are urged to attend. All bidders are urged to attend.

3. INFORMATION REQUESTS

Requests for additional information relating to this bid should be directed to:

Margie Vasquez
Bid & Contract Specialist
480-312-5715
mvasquez@scottsdaleaz.gov

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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4. SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this solicitation to Margie Vasquez, no less than eight (8) days prior to the original solicitation opening date. It is preferred that all questions be submitted via email to the appropriate Purchasing Staff, mvasquez@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., LOCAL TIME, MAY 13, 2015**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing Staff to determine if a response would be advantageous for the City.

5. APPROVED ALTERNATES

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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5. APPROVED ALTERNATES – CONT'D

- a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with solicitation number and "**REQUEST FOR APPROVED ALTERNATE**". Requests must be time stamped by the Purchasing Division by 2:00 P.M., LOCAL TIME, MAY 13, 2015. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.
- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this section.
- d. For purposes of submitting a Request for Approved Alternate, the "Bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of Bidder.

6. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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7. PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyer's commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/Purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addenda that are issued.

8. DOWNLOADING SOLICITATIONS

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing Office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the City website at www.scottsdaleaz.gov in order to be notified of associated addenda.

9. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a Bidder list; however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

10. CITY OF SCOTTSDALE PROCUREMENT CODE

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

[http://www.scottsdaleaz.gov/Purchasing/Procurement Code](http://www.scottsdaleaz.gov/Purchasing/Procurement_Code)

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

11. PROSPECTIVE BIDDER'S CONFERENCE

A prospective Bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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12. BIDDER'S PRESENTATION

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

13. INELIGIBLE BIDDER

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a Bidder or Offeror on the solicitation for which they prepared the specification.

14. OBLIGATIONS

The issuance of this solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

15. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their Bid or Proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the Bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

16. IMMIGRATION LAW COMPLIANCE

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the submittal as being non-responsive or the termination of any Contract awarded and the possible forfeiture of any applicable bond.

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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16. IMMIGRATION LAW COMPLIANCE – CONT'D

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any Contract or Subcontract it enters into with the successful Bidder. In addition, this language must be included in any Subcontracts that the successful bidder enters into with its Subcontractors.

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a Contract and apply for public benefit, must demonstrate through a signed affidavit and the presentation of a copy of documentation, that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City, you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON, you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. Birth Certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit Form that the City will send to you for your completion prior to issuing any Contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City, that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then, you may be considered non-responsive and disqualified from that award consideration. You can obtain the complete Affidavit Form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

18. TAXES/LICENSES

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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18. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the State of Arizona, the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes, the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain business services and activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment, please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on Contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional License. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/licenses/boplicense>

Bidder is solely responsible for any and all tax obligations which may result out of the Bidder's performance of this Contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the Bidder.

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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18. TAXES/LICENSES – CONT'D

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build Contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Construction bids will be evaluated and recommended for award based on the total bid cost including tax.

19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a Request for Qualification/Quotation or a Request for Proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a Contractor without having a Contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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20. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

21. SUBCONTRACTOR'S LIST

If, at the time of bidding, any Bidder intends to Subcontract any portion of this Contract, the Bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

22. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

23. CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot ensure confidentiality of any portion of a submittal document in the event a public inspection request is made.

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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23. CONFIDENTIAL INFORMATION – CONT'D

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After Contract award, and unless otherwise instructed by the Bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

24. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

25. TITLE VI NOTICE

"The City of Scottsdale, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

26. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitation's Questions Clause.

Any addenda issued by the City will become a part of the Contract. By signing and submitting a bid or proposal, the Bidder/Proposer is acknowledging that they will abide by all addenda issued prior to the opening of the bids/proposals and agreeing that all pricing takes into account all such addenda.

INSTRUCTIONS TO BIDDERS



ELECTRICAL MAINTENANCE

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26. INTERPRETATIONS, ADDENDA – CONT'D

A Notice of Addenda will be emailed to those who have registered as a downloader and provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. The bidder/proposer can return to the City's website under Solicitation Opportunities to verify how many addenda have been issued against a specific solicitation. If they feel they are missing any addenda, they can register again as a downloader to obtain access to all issued addenda. A viewing copy of the addenda will also be available wherever the solicitation documents are kept. It is the responsibility of the Bidder/Proposer to be aware of ALL addenda before submitting their final bid/proposal. The City takes no responsibility for any addenda that a bidder/proposer has failed to address in their submittal, and will hold the Bidder/Proposer responsible that their pricing encompasses all issued addenda.

27. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the Bid Forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign Contract documents for the Contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Bidder or one legal entity. The submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If you wish to mail your submittal, please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

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27. SUBMITTAL PROCEDURE – CONT'D

At any time prior to the specified solicitation due time and date, a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance Form/Proposal Signature document constitutes a legally binding offer by the Contractor.

All submittals are to be completed on City of Scottsdale (COS) forms without any alterations; failure to do so may result in your submittal being rejected.

28. AWARD DETERMINATION

Responsive proposals will be evaluated based on the evaluation criteria established within the solicitation document. Various elements of the proposal submittal will be reviewed and evaluated against the solicitation requirements. There may or may not be a requested presentation from the top proposals to further understand their proposal and how it responds to the solicitation requirements. Proposers should not assume there will be an opportunity for presentations and should therefore make their proposal submittals comprehensive in response to the solicitation requirements.

Upon conclusion of all of the evaluations, a recommendation is made to award to the Proposer that best meets the City's needs and provides the best value to the City.

Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:

- (1). Waive any immaterial defect or informality; or
- (2). Reject any or all Proposals, or portions thereof; or
- (3). Reissue a Request for Proposal.
- (4). To award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

29. REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a Contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any Bidder who has previously failed to perform competently in any Contract with the City.

30. PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a Contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

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30. PROTESTS – CONT'D

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those Contracts being awarded by City Council (i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded Contracts. Award of Contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

- State the name and address of the aggrieved person.
- Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protestor shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protestor believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: James Flanagan, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

INSTRUCTIONS TO BIDDERS



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30. PROTESTS – CONT'D

If the Director determines a hearing is appropriate under the circumstances, the Director shall notify the protestor of the time and place set for a hearing on the protest. The Director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the Director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

31. CONTRACT AWARD NOTIFICATION

Intent to Award notices for Contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

The City Council must approve award of Contracts for construction and professional services exceeding the formal procurement limit. Any Contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other Contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

32. AWARD OF CONTRACT

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the solicitation, the Contractor is making a non-contingent offer to Contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These bid or proposal offers do not become Contracts until after the Purchasing Director has signed the acceptance portion of the Offer/Acceptance Form. The Contract is then considered awarded to the successful Contractor, eliminating the signing of a separate Contract.

For that reason, all of the terms, conditions and specifications of the procurement Contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a Contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

INSTRUCTIONS TO BIDDERS



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32. AWARD OF CONTRACT – CONT'D

The effective date of this Contract shall be the date the Purchasing Director signs the Offer and Acceptance Form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this Contract until the Contractor receives a Purchase Order document or separate Notice to Proceed.

Once the City has awarded the Contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the Purchase Order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

33. BID BOND

(Not Applicable)

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1. ADDITIONAL SERVICE REQUESTED

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale.

3. ARIZONA LAW

The Contract and all Contract documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6. AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

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7. CANCELLATION OF CITY CONTRACTS

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the Contract is in effect, an employee of any other party of the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

8. CAPTIONS/HEADINGS

The headings used in the Contract documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

9. CERTIFICATE OF INSURANCE

The successful vendor(s) will be required to furnish the City of Scottsdale a Certificate of Insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #28-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on our Vendor Resources webpage under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for Contract default. Additionally, Certificates of Insurance submitted without referencing the solicitation number will be subject to rejection and discarded.

10. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change Orders to Contracts may be executed, according to established rules, when provided for in the original Contract.

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10. CHANGES IN THE WORK – CONT'D

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

11. CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its Subcontractors will comply with all Federal Immigration Laws and Regulations that relate to their employees and that the Bidder and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its Subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any Subcontractor who works on this Contract to ensure that the Bidder or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its Subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

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12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City will not consider the Bidder or any of its Subcontractors in material breach of this Contract if the Bidder and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any Contract the Bidder enters into with any and all of its Subcontractors who provide services under this Contract or any Subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

13. COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction Contracts: The Bidder must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

14. CONFLICT OF INTEREST

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

15. CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the Contract requirements.

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16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service Contract(s) (either singular or in aggregate) results in the Contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the Contractor to the Contract Administrator (CA):

- the Contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the Contract during the most recent review period;
- the Contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the Contract is in force;
- the CA will provide this information to Risk Management when requested.

17. CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

18. COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

19. ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

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20. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

21. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Bidder will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

22. ESTIMATED QUANTITIES

All quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

23. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 Form and other documentation required to issue the Purchase Order or Notice to Proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

24. FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

25. FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the Contractor at least 30 days before the end of its current fiscal period and will pay the Contractor for all approved charges incurred through the end of this period.

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26. INDEMNIFICATION

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, 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 negligent or willful actions, acts, errors, mistakes or omissions by Bidder relating to work or services performed under 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 Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

27. INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

28. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

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28. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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28. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$5,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

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28. INSURANCE REQUIREMENTS – CONT'D

Required Coverage – Cont'd

Vehicle Liability

Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers Compensation Insurance

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

29. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary Contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

30. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

31. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this Contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

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32. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

33. NO WAIVER

The failure of either party to enforce any of the provisions of the Contract documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

34. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the Solicitation
3. General Terms & Conditions of the Solicitation
4. Statement or Scope of Work (SOW)
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the Solicitation or Contract

35. PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

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36. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment; however, cash discounts offered will not be considered in determining lowest Bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or Contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, #210
SCOTTSDALE, ARIZONA 85251-4468

37. PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this Contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

38. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any Subcontract pursuant to this Contract.

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38. RECORDS AND AUDIT RIGHTS – CONT'D

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total Contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

39. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

40. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

41. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

42. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are **registered marks and are reserved solely for the City's use**. Any other use or **reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited**. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

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43. SEVERABILITY

If any provision of the Contract documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

44. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The Contractor and the City agree that the provisions of the Contract documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which the Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the Contractor sells its assets.

45. TERMINATION

Termination for Convenience: City reserves the right to terminate this Contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this Contract.

Cancellation for Cause: City may also terminate this Contract or any part hereof with seven (7) days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this Contract. Late deliveries, deliveries of products which are defective or do not conform to this Contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this Contract for cause.

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this Contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately upon giving notice to the Contractor.

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46. TESTING OF MATERIALS

When required in the course of any service or Contract, the procedures and methods used to sample and test material, will be determined by the City. Unless otherwise specified, samples and tests will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

47. TIME IS OF THE ESSENCE

The City and the Contractor mutually agree that time is of the essence with respect to the dates and times contained in the Contract documents.

48. WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know, the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

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1. ACCEPTABILITY OF INSURERS

Without limiting any obligations or liabilities of the CONTRACTOR, the CONTRACTOR must purchase and maintain, at its own expense, the required minimum insurance with duly licensed or approved non-admitted insurers in the State of Arizona with an A.M. Best rating of not less than B++6 with policies and forms satisfactory to City. Failure to maintain insurance as required may result in termination of this Contract at the City's option.

2. ACCEPTANCE / AGREEMENT

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the services required by this Contract.

Any Contract/Agreement made pursuant to this solicitation must be accepted in writing by the Offeror. If for any reason the Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

3. ADDITIONAL LOCATIONS

The City of Scottsdale reserves the right to add or subtract to this Contract as the need arises due to changes in the amount of buildings. In the event the City needs to add to this Contract, the pricing for any additions to services shall be applied per the applicable Contract unit costs. Any additions or subtractions to the Contract shall be done via a written change order and be a MINIMUM of thirty (30) days prior to the changes taking effect.

4. CITY ASSURANCE

The Contract Administrator shall report to the Contractor in writing, via email, or other written documentation, all deficiencies in the quality of performance of the maintenance service. All communication, written or verbal, between the City of Scottsdale and the Contractor will be in English.

All deficiencies in the performance of the Contractor's service shall be corrected by the Contractor as directed by the Contract Administrator.

The Contract Administrator shall on an ongoing basis monitor and review the performance of the Contractor and employees. The outcomes of this oversight shall have a direct bearing on the opportunity to negotiate a renewal of the contract, when applicable.

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5. CITY OBSERVED HOLIDAYS

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

City Holidays Include: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (plus Day after Thanksgiving), Christmas Day.

New Year's Day	January 1st (or Friday before or Monday after)
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th (or Friday before or Monday after)
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th (or Friday before or Monday after)

6. CITY'S SERVICES AND RESPONSIBILITIES

A. Duty to Cooperate

The City will, throughout the performance of the Work, cooperate with the Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate the Contractor's timely and efficient performance of the Work and so as not to delay or interfere with the Contractor's performance of its obligations under the Contract Documents.

B. Contract Administrator

The Contract Administrator is responsible for providing City-supplied information and approvals in a timely manner to permit the Contractor to fulfill its obligations under the Contract Documents.

C. City's Separate Contractors

The City is responsible for all Work performed on the Project or at the Site by separate Contractors under the City's control. The City will contractually require its separate Contractors to cooperate with, and coordinate their activities, so as not to interfere with the Contractor, in order to enable timely completion of Work consistent with the Contract Documents.

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6. CITY'S SERVICES AND RESPONSIBILITIES – CONT'D

D. Project Management Services

The City may contract separately with one or more Technical Consultants to provide project management assistance to the Project.

The City may contract with the Technical Consultant to provide some or all of the following services during the performance of the project:

1. **Oversight of the Project.** The City may hire Technical Consultants to assist it in oversight of the Project. The Technical Consultants will:
 - a. Conduct Site visits at intervals appropriate to the stage of the project to become generally familiar with the progress and quality of the completed project and to determine in general if the project is being performed in accordance with the Project Documents. The Technical Consultant will keep the City informed of progress of the project and will endeavor to guard the City against defects and deficiencies in the project. The Technical Consultant may have authority to reject the project which does not conform to the Project Documents and to require additional inspection or testing of the project in accordance with Sections 15 and 16;
 - b. Review and recommend approval of the Contractor's Payment Requests;
 - c. Interpret matters concerning performance under and requirements of the Contract Documents on written request of the City. The Technical Consultant's response to these requests will be made with reasonable promptness and within any time limits agreed upon;
 - d. Analyze, recommend and assist in negotiations of Change Orders;
 - e. Conduct inspections to determine Substantial Completion and Final Acceptance;

7. CLAIMS AND DISPUTES

Requests for Contract Adjustments and Relief

- A. If either the CONTRACTOR or the City believes that it is entitled to relief against the other for any event arising out of or related to the Work, that party will provide written notice to the other party of the basis for its claim for relief.
- B. That notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable Articles of the Contract.
- C. In the absence of any specific notice requirement, written notice will be given within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- D. Notice must include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request.

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7. CLAIMS AND DISPUTES – CONT'D

Requests for Contract Adjustments and Relief (Cont'd)

- E. If either the CONTRACTOR or the City believes that it is entitled to relief against the other for any event arising out of or related to the Work, that party will provide written notice to the other party of the basis for its claim for relief.
- F. That notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable Articles of the Contract.
- G. In the absence of any specific notice requirement, written notice will be given within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- H. Notice must include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request.

8. CLEAN UP

If applicable, after all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site of the work.

9. CONTRACTOR SAFETY PROGRAM

If applicable, the industrial environment in which the Contractor for the City of Scottsdale operates may on occasion present a potential safety and health hazard to any who may be on the job site. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The Contractor may be required to attend a City safety briefing session prior to the Notice to Proceed.

The session shall be attended by the Contract Administrator, the designated Risk Management staff, and a Contractor's representative.

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9. CONTRACTOR SAFETY PROGRAM – CONT'D

Contractor shall provide a current OSHA 300A report as requested, if applicable to the project. Contractor shall provide a safe jobsite and work environment for the safety and health of employees and members of the general public and shall comply with all legal requirements, including but not limited to the following:

- Occupational Safety and Health Act (OSHA) Electrical Safe Work Practices Standards
- OSHA Personal Protective Equipment Standards
- NFPA 70E Standard for Electrical Safety in the Workplace
- OSHA Fall Protection Standards
- OSHA Confined Space Entry

All other applicable requirements of OSHA and local codes and agencies having jurisdiction.

Contractors that violate aforementioned rules and regulations may be subject to job shutdown and or removal from City facilities.

City Safety Rules and Expectations

Risk Management Division makes available a packet which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

Accident/Injury Procedure

Contractor shall contact the Contract Administrator for incidents that occurs on site that requires medical attention.

Unsafe Acts

Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits

The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the City shall be notified should any OSHA inspection occur at a City job site.

10. CONTRACTOR'S DAILY LOG

The Contractor shall prepare a Contractor's Daily Report, if applicable, as requested by the City's Contract Administrator. The City Public Works Inspector will provide a sample report format for the Contractor. The report shall detail the activities that took place during the course of the day, all equipment utilized and the number of hours operated and all personnel on the site inclusive of Subcontractors.

The Daily Reports shall be submitted on a daily basis, unless otherwise arranged, to the City Public Works Inspector. The Daily Reports shall also be made available to the Contract Administrator upon request.

Failure to provide Daily Reports as arranged or requested above will result in the retention of monthly progress payments until the Reports are brought up to date.

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11. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL

All Contractor employees performing work under the scope of this contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractor's company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the contract.

Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the contract. All employees shall have the supervisor's business cards available. In addition the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.

Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.

Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc. worn by the Contract Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.

Sandals, flip-flops, open-toed shoes are not acceptable footwear.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

It shall be the Contractor's responsibility to make sure all employees performing any work at any location under the scope of this contract, are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

Walkman type radios or any apparatus, which may impede hearing or sight, will not be allowed. Earplugs and/or safety glasses are exempt.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

The Contractor shall instruct all employees, in advance, as to what to do in a medical emergency.

If an injury to an employee is of sufficient nature to warrant immediate professional medical attention, the employee shall seek out proper medical attention immediately.

The employee shall notify the on-duty lead person (or supervisor) of any personal injury, including minor cuts, scrapes or burns. The on-duty lead person shall immediately notify the Contract Administrator of such injuries.

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12. CONTROL OF THE WORK SITE

- A. **Damage to Property at the Site.** The Contractor is responsible for any damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by the Contractor under this Article will be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but will not increase the Contract amount.
- B. **Damage to Property of Others.** The Contractor will avoid damage, as a result of the Contractor's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the City. The Contractor will repair any damage caused by the operations of the Contractor, which costs will be paid as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but will not increase the Contract amount.
- C. **Failure of Contractor to Repair Damage.** If the Contractor fails to commence the repair of damage to property as required in paragraphs (I.) and (J.) above, and diligently pursue the repair, then the City, after 10 days written notice to the Contractor and acknowledgment of receipt (provided the Contractor has not commenced the repair during the 10 day period), may elect to repair the damages with its own forces and to deduct from payments due or to become due to the Contractor amounts paid or incurred by the City in correcting the damage.

13. COOPERATION AND FURTHER DOCUMENTATION

The Contractor agrees to provide the documents, as the City will reasonably request to implement the intent of the Contract Documents.

14. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person other than a bona fide employee working solely for the Contractor has been employed or retained to solicit or secure this Contract or any Contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this covenant, the City will have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, together with costs and attorney's fees.

15. DAMAGED WATER, SEWER, AND OTHER UTILITIES

Any utilities damaged during the course of the project shall be replaced at the Contractor's expense as per the requirements of the M.A.G. Standard Specifications.

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16. DISPUTE AVOIDANCE AND RESOLUTION

- A. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Contractor and the City each commit to resolving any disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- B. The Contractor and the City will first attempt to resolve disputes or disagreements at the field level through discussions between the Contractor's Representative and the Contract Administrator.
- C. The City has the option of requiring that the Contractor provide the disputed work by means of time and materials. The disputed work will be paid for according to daily submittals from the Contractor that has been accepted by the City. Wage and materials rates are to be established for involved trades and equipment before the start of the work.

17. DUMPING AND DISPOSAL OF WASTE

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor.

The Contractor shall provide for the disposal at a legal off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.

It is preferred that the City of Scottsdale's Solid Waste Division be considered as first choice for dumpster services. Contact Solid Waste at 480-312-5600 for pricing, availability and agreements.

18. EXISTING UTILITIES TO BE RELOCATED

If any utility is relocated or rebuilt to accommodate the Contractor's, the expense shall be borne by the Contractor.

19. FINAL ACCEPTANCE

Upon receipt of written notice that the work or identified portions of the work are ready for final inspection and acceptance, the City and the Contractor will jointly inspect to verify that the remaining items of work have been completed as described above.

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20. GOVERNMENT APPROVALS AND PERMITS

If applicable, the Contractor is responsible for securing any applicable permits and payment of any applicable taxes and fees associated with the Contract. Fees for City Building Permits and City Encroachment Permits will be waived by the City. All other fees and licenses are your responsibility.

- a) Scottsdale Revised Code, Chapter 31, Section 4, Division 3 prescribes the requirements for Building Permits. Permits must be obtained from the Development Services Office.
- b) Scottsdale Revised Code, Chapter 47, Section 3, Division 2 prescribes the requirements for Encroachment Permits. Permits must be obtained from the Development Services Office.
- c) If applicable, Capital Project Management (CPM) Inspection must be notified before the beginning of work, and CPM Inspection will represent the City for the purpose of inspecting the work for conformance to Plans, Specifications and details as well as public safety requirements as authorized by City Code.
- d) Development Fees applicable to the Contract will be pre-paid by the City and need not be included in your bid.

As applicable, or unless otherwise provided, the Contractor will make application for and obtain or assist the City and the Design Team in obtaining all necessary permits, approvals and licenses required for the prosecution of the work from any government or quasi-government entity having jurisdiction over the Project. The Contractor is specifically required to obtain the necessary environmental permits or file the necessary environmental notices. Any environmental permits and licenses will be paid by the City in accordance with the provisions of Maintenance/Service/Repair Special Terms and Conditions.

Copies of all necessary permits and notices must be provided to the Contract Administrator before starting the permitted activity. This provision is not an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.

The Contractor is responsible for making application for and obtaining permit(s) for building and demolition, but the fees will be paid by the City in accordance with Maintenance/Service/Repair Special Terms and Conditions. The Contractor will also obtain any reviews for all necessary permitting, but the fees for the permitting will be paid by the City in accordance with Maintenance/Service/Repair Special Terms and Conditions.

The Contractor is responsible for all other review and permit fees not specifically listed in Maintenance/Service/Repair Special Terms and Conditions.

The Contractor is responsible for the cost of project-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the Project meters until Substantial Completion of the Project. Arrangement for project water is the Contractor's responsibility. Project water does not include "test water" required to complete new water line pressure tests.

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21. GUARANTEE - WARRANTY

The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements:

- A. Should the Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the City, the City may perform the necessary work and the Contractor hereby agrees to reimburse the City for the actual cost.
- B. The warranty period on any part of the work so repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement.
- C. This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the Contractor's control.

22. HOURS OF WORK

Non-Building Project Work:

All non-building project work and associated Work will not commence until one-half hour before sunrise nor continue after sundown. The record of the National Weather Service will be used to determine the official time of these occurrences. Project activity will include any Work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with the project. The building official or building inspection manager may upon written request grant a variance from these times if just cause can be shown that Work must be done outside the prescribed time period.

Building Project Work, if Applicable:

- A. All building project work and associated work will be restricted to the applicable summer or winter hours. Building Project work activity will include any work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with the project. Summer hours begin April 1 and end on October 31. No work may begin before 6:00 a.m. or continue after 7:00 p.m., Monday through Friday. No work will begin on Saturday or Sunday before 7:00 a.m. or continue after 7:00 p.m. Sunday work may be conducted only if the CMAR demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- B. Winter hours begin November 1 and end on March 31. No work will begin before 7:00 a.m. or continue after 5:00 p.m., Monday through Friday. No work may begin on Saturday or Sunday before 8:00 a.m. or continue after 5:00 p.m. Sunday work may be conducted only if the CMAR demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- C. The City may establish other times of work as necessary based on the geographical location of the jobsite in relation to surrounding occupancies, buildings and structures.

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22. HOURS OF WORK – CONT'D

Building Project Work, if Applicable – Cont'd

- D. The Contractor must submit a written request to the Building Official for a variance from the required work hours at least 7 days before the date for which the variance is desired. Variances will not be granted for more than 30 days at a time. A new application must be made for each additional variance. The Contractor must notify adjacent property owners of the intended work and the duration of the requested variance. Proof of notification must be presented to the building official before the variance can be granted.
1. The application for the variance must demonstrate justifiable cause why the work must be done outside the prescribed time period (e.g. pouring concrete during “summer hours”). A variance will not be granted based solely on convenience or for work that can be completed during daytime building project work hours.
 2. The application for a variance must state the permit number, the address of the work, type of work, time period of the work, and the duration of the variance.

The variance will state the permit number, address, type of Work, time period of the Work and the duration of the variance. The party requesting the variance will be responsible for notifying the adjacent property owners of the intended Work and the duration of time. Nothing contained in this Contract will limit building project work activity or building project work related noises between sunrise and sundown.

23. INDEPENDENT CONTRACTOR

The Contractor is and will be an independent Contractor and not an employee or agent of the City.

24. INSPECTION

- A. Inspectors may be stationed on the work to report to the Contract Administrator or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the Contractor fails to fulfill the requirements of the specifications and contract. The Inspector may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed project that is satisfactory in every particular.
- B. In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

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24. INSPECTION – CONT'D

C. Inspection or supervision by the Contract Administrator or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor.

25. INVOICING

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

26. LEGAL REQUIREMENTS

The Contractor will perform all Work in accordance with all Legal Requirements and will provide all notices applicable to the Work as required by the Legal Requirements.

27. LIQUIDATED DAMAGES

The Contractor understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City will suffer damages, which are difficult to determine and accurately specify. The Contractor agrees that if Substantial Completion is not attained within the Contract Time as adjusted, the Contractor will pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications, incorporated in this Contract by reference. To view and obtain copies of the M.A.G. Standard Specifications and the City of Scottsdale's supplements, please view the following City website:

<http://www.scottsdaleaz.gov/design/cosmagstupp>

28. MARSHALING YARD

Offerors are advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshaling areas they propose to use.

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28. MARSHALING YARD – CONT'D

Marshaling areas shall be fenced with opaque slats. The Contractor shall obtain written approval from the property owner for marshaling area use. This approval shall contain any requirements which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and City of Scottsdale Supplemental Specifications shall apply.

29. MUTUAL OBLIGATIONS

The City and the Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

30. NATIVE PLANTS

The Contractor shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the project area. This is not a pay item unless specified upon the Bid Form.

31. NOTICE

All notices or demands required to be given, in accordance with the terms of this Contract, will be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph. Notice given by facsimile or electronic mail will not be considered adequate notice.

TO CITY: City of Scottsdale
Water Resources Department
Contract Administrator
8787 E. Hualapai Drive
Scottsdale, Arizona 85255

To CONTRACTOR: COMPANY NAME
OWNER NAME/PROJECT MANAGER
ADDRESS
CITY STATE ZIP

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32. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except until after 30 days written notice or 10 days' notice of cancellation for non-payment of premiums has first been given, by certified mail, return receipt requested to:

City of Scottsdale
Risk Management Office
7447 East Indian School Road, Suite #225
Scottsdale, Arizona 85251

33. OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to notes, records, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Consultant.

When the work detail covers only the preparation of preliminary reports or documents, there will be no limitations upon the City concerning use of the ideas or recommendations in the reports or documents. The City will release the Consultant from any liability for the preparation and use of preliminary reports or documents.

Any use of the project documents for purposes other than intended under this Contract will be at the sole risk of the City, and the Consultant will not be liable for any losses or injuries arising out of that use.

34. PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

Approved price increases will be applied to the unit pricing in the Agreement as a percentage increase.

The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

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35. PRICING

Pricing shall be listed on the Pricing Proposal Form page. Prices quoted by the Offerors shall be applicable during the entire initial term of the Contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Offerors failing to comply with this requirement may be declared non-responsive.

In the event unit price extension errors are discovered on the Bid Form submitted, the errors will be corrected by the City and the corrected total bid cost shall govern.

All charges associated with this Contract MUST be shown on the Pricing Proposal Form returned by the Offeror or other supporting documentation. Any charges not listed on the Pricing Proposal Form or supporting documentation submitted with the Offeror's proposal response shall not be allowed during the Contract period and any applicable extensions.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

Contractor shall offer the City the Mark Up / Discount percentage rates % for Equipment, Parts, and Outside service rates, as well as a discount % from the Vaughen's Electric Motor and Pump Repair (VEMR) National Average Price Guide for electric motor repairs (Section 9 Motor Repair Costs). Contractor shall indicate the % percentage discounts on the Pricing Proposal page 71.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale, or differentiated on the Pricing Proposal Form /Bid Form or other supporting documentation.

36. PROJECT METHODS

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the Contractor fails to comply in the time frame specified, the City may have work accomplished by other sources at the Contractor's expense.

37. PROJECT PRACTICE

All project practices and procedures shall conform to Section 107 of the Contract Work Hours and Safety Standards Act, (US Stat. 96, 40 USC 327) the latest revisions shall prevail.

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38. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City.

Any payment for completed portions of the work shall not release the Contractor from such responsibility, however; he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.

39. PURCHASING PROCEDURE

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

40. REVIEW OF CONTRACTOR'S WORK

Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The Department may make such reviews and pass upon the acceptability of Contractor's work. Partial acceptance shall not relieve the Contractor of its obligation to correct, without charge, any errors in the work on this project.

41. RIGHTS-OF-WAY

The M.A.G. Standard Specification 107.12 shall hereby be modified to read as follows: The Contractor, at his own expense, is responsible for the acquisition of any necessary temporary easements for project purposes, storage and maintenance purposes, which are required in addition to existing easements and/or rights of way secured by the City as indicated upon the plans.

42. SCOPE

The scope of work covered by these specifications consists of furnishing all labor, equipment and materials in accordance with "THE INSTRUCTIONS TO BIDDERS", "GENERAL TERMS AND CONDITIONS", "MAINTENANCE/SERVICE/REPAIR SPECIAL TERMS AND CONDITIONS", "SPECIAL PROVISIONS/SPECIFICATIONS", and any "PLANS".

43. SINGLE AWARD

The City of Scottsdale reserves the right to award this solicitation as deemed in the best interest of the City. While multiple awards are possible, the preferred procedure is to make a single award as a result of this solicitation process.

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44. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as the solicitation or resulting contract may be amended, the following shall be the Order of Precedence:

1. Signed and Fully Executed Separate Contract or Offer and Acceptance Sheet
2. Special Terms and Conditions of the Solicitation
3. General Terms and Conditions of the Solicitation
4. Special Provisions from City of Scottsdale (by the designer that describes bid items and project specific considerations, e.g., quality control, sequence of activities, submittals and shop drawings).
5. Statement of Scope of Work (SOW)/Specifications/Technical Provisions/Technical Specifications.
6. Plans/Drawings (consisting of the designer's/engineer's drawings/sheets.)
7. Attachments
8. Exhibits
9. Instructions to Bidders
10. Other Documents Referenced or included in the Solicitation or Contract such as, if applicable:
 - a. Technical or Code Requirements or Documents that Govern Construction Materials and Design-ICC, etc.
 - b. City Supplements to MAG Uniform Standard Specifications for Public Construction.
 - c. MAG Standard Specifications for Public Works Construction (unless a Federal Aid project).
 - d. MAG Standard Details.

45. SUBCONSULTANTS AND SUBCONTRACTOR'S INSURANCE

Unless the Contractor's Subconsultants and Subcontractors can provide the same level of coverage as detailed in the Minimum Scope and Limits of Insurance provisions, and name the City and the Contractor as Additional Insureds, the Contractor's certificates must include all Subcontractors and Subconsultants as insureds under its policies or the Contractor must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverages for Subcontractors and Subconsultants must be in the amounts as required in the Minimum Scope and Limits of Insurance provisions. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City.

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46. SUBSTANTIAL COMPLETION

Substantial Completion will be for the entire Project unless a partial Substantial Completion is identified and stated in the Notice to Proceed letter. Substantial Completion means when the Work, or when an agreed upon portion of the Work is sufficiently complete so that the City can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (a) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (b) issuance of elevator permit; (c) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (d) installation of all materials and equipment; (e) City review and acceptance of all systems; (f) City review and acceptance of draft O&M manuals and record documents; (g) City operation and maintenance training completed; (h) HVAC test and balance completed (provide minimum 30 days before projected substantial completion); (i) completed landscaping and site work; and (j) final cleaning, and (j) any other criteria in the Notice to Proceed.

- A. Before notifying the City of Substantial Completion, the Contractor must inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The Contractor will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- B. The Contractor will notify the City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.
- C. Within 5 days of the City's receipt of the Contractor's notice, the City and the Contractor will jointly inspect the Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- D. If the Work is substantially complete, the City will prepare and issue a Certificate of Substantial Completion that will establish (i) the date of Substantial Completion of the Work or portion of the Work, (ii) the remaining items of Work that have to be completed within 30 calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing the City's and the Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- E. The City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work, (ii) the Contractor and the City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) the City and the Contractor agree that the City's use or occupancy will not interfere with the Contractor's completion of the remaining Work.

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47. SUPERVISION BY CONTRACTOR

The Contractor will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of project. The Contractor will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site.

The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

48. SURVEY STAKES

Survey stakes and marks required for the completion of the project shown on the plans and described in the specifications will be furnished by the Contractor, if applicable.

49. SUSPENSION AND TERMINATION

City's Right to Stop Work

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Immediately after receiving this notice, the Contractor must discontinue advancing the Work specified in this Contract. The suspension may not exceed 180 consecutive days. If the City suspends the Work for 181 consecutive Days or more, the suspension will be a Contract termination for convenience.

The Contractor may seek an adjustment of the Contract Price or Contract Time, or both, if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by the City.

Termination for Convenience

A. Upon receipt of written notice to the Contractor, the City has the right to terminate this Contract or abandon any portion of the Project for which services have not been performed by the Contractor.

1. The Contractor will estimate the value of the Work it has completed and submit its appraisal to the City for evaluation. The City will have the right to inspect the Work to appraise the Work completed.

The Contractor will receive compensation for services performed to the date of termination as provided in the provisions for Delay and Differing Site Conditions. The fee will be paid in accordance with the Payment provisions of this Contract, and will be an amount mutually agreed upon by the Contractor and the City. If there is no mutual agreement, the final determination will be made in accordance with the Claims and Dispute provisions.

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49. SUSPENSION AND TERMINATION – CONT'D

Termination for Convenience – Cont'd

2. The Contractor will not be entitled to anticipated profit or anticipated overhead, but is entitled to recover apportioned profit and overhead proportional to the amount of the Work completed. In no event will the fee exceed that stated this Contract or as may be subsequently amended.
3. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the final fee has been agreed upon.

If the City terminates this Contract in accordance with the provisions of this paragraph and proceeds to construct the Project through its employees, agents or third parties, the City's rights to use the work product will be as provided in the provisions providing for the City's Right to Perform and Cancel for Cause.

- B. Upon any termination during project services, the Contractor will proceed with the following obligations:
 1. Stop Work as specified in the notice.
 2. Place no further subcontracts or orders.
 3. Terminate all subcontracts to the extent they relate to the Work terminated.
 4. Assign to the City all right, title and interest of the Contractor under the subcontracts terminated, in which case the City will have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 5. Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and to which the City has or may acquire an interest.
- C. The Contractor will submit complete termination inventory schedules no later than 60 days from the date of the notice of termination.
- D. The City will pay Contractor the following:
 1. The direct value of its completed Work and materials supplied as of the date of termination;
 2. The reasonable costs and expenses attributable to any termination; and
 3. The Contractor will be entitled to profit and overhead on completed Work only, but will not be entitled to anticipated profit or anticipated overhead. If it appears the Contractor would have sustained a loss on the entire Work had the Project been completed, the Contractor will not be allowed profit and the City will reduce the settlement to reflect the indicated rate of loss.
- E. The Contractor will maintain all records and documents for 3 years after final settlement. These records will be maintained and subject to the auditing provisions.

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50. TERM OF AGREEMENT

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award or the administratively awarded (fill in the type of Contract, City Services, etc.) Contract.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director, depending on the Contract.

51. THIRD PARTY BENEFICIARY

The Contract Documents will not be construed to give any rights or benefits to anyone other than the City and the Contractor, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

52. TRAFFIC CONTROL

- A. Complete street closures will not be permitted unless specified in the Special Provisions Section of this bid document.
- B. Adequate barricades and lighted warning signs shall be installed and maintained by the Contractor throughout the duration of the project. All traffic control shall be in accordance with the City of Phoenix Traffic Control Manual unless otherwise specified in the Special Provisions section of this bid document.
- C. The City Traffic Engineering Manager shall stipulate the traffic restrictions and/or minimum requirements throughout the project period.
- D. The Contractor shall submit a project schedule and traffic supplement for "Street Barricading and Channelization" to the City Traffic Engineering Manager for approval and/or modification before the project is initiated.

53. WORKMANSHIP

Where not more specifically described, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion.

All work shall be executed by tradesmen skilled in their respective lines of work.

When completed, all work shall have been durably and substantially built and shall present a neat, workmanlike appearance.

SPECIFICATIONS



ELECTRICAL MAINTENANCE

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1.0 GENERAL INFORMATION

- 1.10 The City of Scottsdale invites sealed submittals to establish a contract to provide full service electrical motor repair and electrical equipment maintenance, including pulling motors at City jobsite, repairing motors at Contractor's shop, and delivering motor back to city facility building control panels, service sections and motor control centers. The services provided under this contract will be provided on an as-needed basis for the Water Resources Department.
- 1.20 The City of Scottsdale has approximately 240 water-pumping sites, 40 sewer lift stations, 5 treatment facilities, and 5 pump back facilities. The Contractor will provide electrical field technicians to back-up city personnel in maintenance, troubleshooting electrical problems, and installation of equipment at City owned facilities when needed. These facilities contain motors ranging from 3 Horse Power (HP) to 800 HP. Sites utilize both single and three phase power with a voltage range from 110 volts to 4300 volts. Sites also contain all the necessary service entrances, starters, and other controls necessary to operate a water system. It should be noted that over 95% of the sites have motors that are less than 600 volts.
- 1.30 The City of Scottsdale Water Resources division has its own 12,500 volt distribution system along with transformers, substations. There are several medium voltage generator systems located throughout the water facilities.
- 1.40 This contract is for maintenance and repairs of electrical equipment for the City of Scottsdale Water Resources Department and will be scheduled according to the workload. There is no guarantee of the amount of work and the workload will vary monthly.
- 1.50 The Bidder is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Bidder. The Bidder is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.
- 1.60 Bidder shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

2.0 CONTRACT ADMINISTRATION

- 2.10 The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

3.0 GENERAL CONTRACTOR QUALIFICATIONS

- 3.10 The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI, and O.S.H.A. laws, rules, and regulations and all other applicable regulations for the term of this contract.

SPECIFICATIONS



ELECTRICAL MAINTENANCE

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3.0 GENERAL CONTRACTOR QUALIFICATIONS – CONT'D

- 3.20 The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.
- 3.30 The Contractor may not subcontract any segment, materials, or services covered herein, without prior approval of the Contract Administrator. All subcontracted services shall be warranted by and be the sole responsibility of the prime Contractor, to ensure fulfillment of all terms and conditions of this contract.
- 3.40 Bidder's place of business/repair facility **MUST** be physically located in the Phoenix/Scottsdale, Arizona, metropolitan area. The Contractor **MUST** have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop.
- 3.50 Bidder shall have been conducting business within the Phoenix/Scottsdale, Arizona, metropolitan area for a **MINIMUM** of three (3) consecutive years.
- 3.60 The Offeror shall demonstrate to have sufficient qualified staff, and the necessary equipment to perform the services required under this contract.
- 3.70 The Offeror shall have an Arizona licensed Electrical PE on staff, to ensure that all regulatory codes are followed. The resulting contract will not include any separate design services.
- 3.80 The Offeror's repair facility shall be located locally.

4.0 CONTRACT AWARD

- 4.10 If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award a single contract as a result of the solicitation process. While a single award is possible, the preferred procedure is to have multiple awards.
- 4.20 The Offeror with the highest ranked proposal will be designated as the Primary Contractor, and the Offeror with the second highest ranked proposal will be designated as the Secondary Contractor.
- 4.30 It is anticipated (but not guaranteed) that there will be a sufficient volume of work so that both a primary and secondary awardee will be utilized.
- 4.40 If the Primary Contractor is unable to supply the needed services at the time the City requires, the Secondary Contractor will be given the opportunity to provide the services.
- 4.40 If in the course of the Contract term, the Primary Ranked Contractor repeatedly provides the City with poor workmanship, broken completion date promises, or fails to timely respond to the City's requests, the City reserves the right to elevate the Secondary Contractor as the Primary Contractor.

SPECIFICATIONS



ELECTRICAL MAINTENANCE
RFP #15RP022

5.0 CITY RESPONSIBILITIES

- 5.10 Motor repairs City Staff will lockout and unwire motors and uncouple prior to Contractor removal.
- 5.20 City Staff assist and coordinate site shut downs.

6.0 CONTRACTOR RESPONSIBILITIES

- 6.10 Under the scope of this contract the Contractor's requirements shall include, but are not limited to the following:
 - 6.20 The Contractor shall furnish all labor, materials, and equipment and personnel to perform work as specified in this Solicitation, and in the time frame required by the Contract Administrator. The Contractor shall provide labor, supervision, transportation, and any required licenses applicable for the services needed to successfully perform the services outlined in this solicitation.
 - 6.30 Contractor shall meet or exceed the time frames required.
 - 6.40 Perform all repairs, parts, and services supplied under the scope of this contract in the manner specified. Contractor will have the proper equipment to make repairs and to test for acceptable performance acceptable to current applicable industry standards.
 - 6.50 The Contractor, at a minimum, must have sufficient personnel to provide all services identified in this contract (to include field and shop personnel). Provide repair/service technicians that are certified and/or qualified to perform all services and repairs supplied under the scope of this contract. The Contractor's facility shall be able to perform repairs and testing on motors and related equipment:

6.50.1 Requirements for the Firm:

- (a) Contractor must be a current member of the Electrical Apparatus Service Organization (EASA).
- (b) Contractor must be a UL certified shop.
- (c) Contractor must have current AROC A17 and L11 license.
- (d) Contractor shall have in place a current OSHA Safety Program (provide a copy with the proposal submittal).

At a minimum it shall include:

- Electrical Safe Work Practices Standards 29CFR1910.303 through 29CFR1910.334; and
- 29CFR1910 "LockOut/Tagout" procedure.

NOTE: Contractors working for the City of Scottsdale must adhere to the NFPA 70-E safe work practices.

SPECIFICATIONS



ELECTRICAL MAINTENANCE

RFP #15RP022

6.0 CONTRACTOR RESPONSIBILITIES – CONT'D

6.50.2 Personnel Requirements for the Firm:

- (a) Contractor must have an Arizona licensed Electrical PE (engineer) on staff to ensure that all regulatory codes are followed. (Submit copy of license)

6.50.3 Repair Facility Requirements for the Firm:

- (a) The Bidder's repair facility shall be located locally.
- (b) The Offeror shall complete the Bidder's Questionnaire No.2, and indicate if the facility can perform the repairs listed on this form.

- 6.60 Contractor must be capable of making repairs to submersible sewage pumps ranging from 2 HP to 600 HP. Due the critical need for rapid response time on some occasions and because City staff will visit the Contractor's shop to perform acceptance tests, the Contractors repair facility must be within the Phoenix Metropolitan area.
- 6.70 Contractor must be capable of making all repairs to motors ranging from 2 HP to 800 HP. The City of Scottsdale windings specification is for 50C rating.
- 6.80 The Contractor must be capable of meeting all code & regulatory requirements, building, and installing upgrades to existing electrical services, starters, Variable Frequency Drives and control systems from a variety of manufactures (Emerson, Allen Bradley) and other components as necessary for the to continue to deliver the water as required by the system.
- 6.90 The Contractor must be capable of performing service and repair work to both low and medium voltage gear, Contractor needs to be able to services transformers and switching gear.
- 6.100 Contractor must have a clear understanding of municipal water and waste water systems, Supervisory Control and Data Acquisition (SCADA) operations, and Remote Telemetry Units (RTU). Contractor must have the ability to design and build RTU control cabinets with Emerson, Allen Bradley PLC system.
- 6.110 The City will provide the Contractor as much lead-time as possible to start a field job. However, in some instances for emergency repair, the Contractor must respond within two (2) hours. Electric motor repair usually can be completed during normal working hours, but if the City deems it necessary, over time will be authorized and the Contractor must be capable of working overtime until the repairs are completed.
- 6.120 Contractor will provide training on Toshiba Variable Frequency Drives (VFD) once a year for medium voltage drives and once a year for drives 600V> for up ten employees. This training must be conducted by a trained Toshiba representative with working experience on medium voltage 4160 volt drives. The training on the 600V> must be conducted by a Toshiba trained representative with working field experience.

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ELECTRICAL MAINTENANCE

RFP #15RP022

7.0 SUPERVISION BY THE CONTRACTOR

7.10 The Contractor will supervise and direct the work. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent, who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be bound as given to the Contractor. The supervisor shall be present on the site at all times and required to perform adequate supervision and coordination of the work.

8.0 CONTROL REPAIR AND SERVICE

8.10 Contractor shall stock critical parts and materials used by City of Scottsdale control systems.

8.20 Must respond within two (2) hours to emergency calls and be available for emergency services 24 hours a day, 365 days a year.

8.30 Contractor must have sufficient staff on hand to provide 24-hour emergency repair for equipment that is time sensitive.

8.40 After the Contractor responds to the site for the initial assessment the Contractor must have staff and equipment on site within four (4) hours of the initial call to perform the work required.

8.50 Contract must be able to perform radio repair service to insure communications of the SCADA system are maintained. This includes, but is not limited to: radio path surveys, antenna installs and alignments, signal strength readings and radio system trouble shooting. Current radio system includes both license and unlicensed systems that include, but is not limited to GE Digital Energy SD-9, 9760.

9.0 ELECTRIC MOTOR REPAIRS

9.10 Maintain a staff of certified repairmen, for repair of electrical motors in the shop facility.

9.20 All repairs must have a quality control report with each invoice.

9.30 Teardown and testing prior to repair.

9.40 All materials will be Class "H" for rewinding.

9.50 All motors must be Vacuum Pressure Impregnation (VPI) tested to insure core plate insulation and electrical and mechanical requirements.

9.60 All mechanical surfaces will be returned to factory specifications.

9.70 All bearings will be those recommended by the manufacturer with a life expectancy of 100,000 hours.

SPECIFICATIONS



ELECTRICAL MAINTENANCE

RFP #15RP022

9.0 ELECTRIC MOTOR REPAIRS – CONT'D

- 9.80 All gaskets and sight glasses will be repaired.
- 9.90 All rotors balanced to 2/10 of one mil minimum.
- 9.100 All rotors will be tested for open rotor bars and end rings.
- 9.110 All rotor shafts will be sonic tested for signs of fractures.
- 9.120 All parts will be cleaned and primed before assembly.
- 9.130 Stators will be tested at line voltage and surge tested prior to treatment.
- 9.140 All laminations must be core tested and a computerized test report supplied to the owner on energy efficient motors. These tests must be performed during the repair process to insure efficiency is NOT affected and a loss over manufacturer specifications does not occur due to the repair.
- 9.150 Repaired motors will be tested at line voltage, checked for vibration, and NO load current.
- 9.160 A computerized report will verify horsepower and efficiency of the motor.
- 9.170 All repaired equipment shall be painted with epoxy paint, with the color specified by the owner.
- 9.180 Contractor shall have a turn's ratio tester.
- 9.190 Contractor shall offer the City a % discount from the Vaughen's Electric Motor and Pump Repair (VEMR) National Average Price Guide for electric motor repairs. Contractor shall indicate the % percentage discount on the Pricing Proposal page.

10.0 PREVENTATIVE MAINTENANCE WORK

- 10.10 Preventative Maintenance (PM) work to be completed by the Contractor will include an Infrared scan of the equipment before PM is started. At the completion of PM another scan will be performed to ensure all hot spots were repaired and new ones haven't developed.

PM work will at a minimum include:

- Torque of all connections to ANSI/Mfg. standards,
- perform High Potential (HIPOT) tests on all transformers and switch gear,
- Vacuum cabinets and clean up around the area when completed.
- Perform an Infrared scan when the equipment is running when the Contractor arrives at the site.
- Prepare a report for the PM'D equipment and note any deficiencies.
- PM work will be coordinated with Operations control room
- Repairs will be quoted and approved by the City's contract administrator

Contractor will follow all NFPA requirements for proper PPE for ARC flash

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ELECTRICAL MAINTENANCE

RFP #15RP022

10.0 PREVENTATIVE MAINTENANCE WORK – CONT'D

10.20 Preventive Maintenance (PM) will be as needed depending on the workload of the Electrical staff. The estimated work load but not guaranteed is 600-1000 hours per year for PM work.

10.30 Transformer Maintenance: This is the minimum maintenance required, and does not reflect every maintenance procedure.

10.30.1 Maintenance and lines and bus bar inspection (once per year)

10.30.2 Maintenance and inspection of the overpressure valves, Transformer's temperature oil volume, Noise (once per year)

10.30.3 Maintenance and inspection of the bushings

10.30.4 Thermometers (once per year)

10.30.5 Accessory with alarm contacts and/or shut off once per year Verify the operation conditions of the contacts and measure the insulation resistance of the circuit

10.30.6 Cooling fans (once per year) if an anomaly is found

10.30.7 Conservator (once every five years)

10.30.8 Insulation resistance of the winding (once per year), when a sharp change after years of use is noted or when a change in comparison with data registered in previous tests.

10.30.9 Measurement of the $\tan \Delta$, (once in three years), just as the point 5.

10.30.10 Oil's breakdown value (once per year)

10.30.11 Value of acidity of the oil (once per year)

10.30.12 Test of the functioning of the oil (once per year). Check if there is any abnormality noted in the tests of items 5 to the 8. Take two liters of oil and check them according to ASTM D3487.

10.30.13 Filtered insulating oil Check if there is any abnormality noted in the tests of items 5 to the 8.

10.30.14 Inside Components (once every seven years)

11.0 LOCK OUT TAG OUT

11.10 Contractor is responsible for having qualified personnel to properly lock out/tag out electrical and mechanical equipment. Contractor's personnel will be responsible for properly disconnecting and reconnecting electrical and mechanical equipment as required in the completion of work.

12.0 WORKMANSHIP AND MATERIALS

12.10 Workmanship and materials must be acceptable to the Contract Administrator or the designated representative. The Contractor shall furnish the best materials and perform the best workmanship in all projects. If any unsatisfactory materials or non-workmanship methods are detected, the Contract Administrator, or the designated representative, may instruct the Contractor to utilize acceptable materials and/or methods and perform in the manner expected. Failure of the Contract Administrator or the designated representative to instruct the Contractor to perform properly will not relieve the Contractor from his obligations to perform good workmanship practices.

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12.0 WORKMANSHIP AND MATERIALS – CONT'D

12.20 The Contract Administrator or the designated representative may reject any and all work performed by the Contractor and any materials used if, in the opinion of the Water Utilities Technology Supervisor, substandard workmanship has been performed or if materials do not meet specifications or are considered inferior.

13.0 REPLACEMENT PARTS

13.10 The Contractor will supply new parts when rebuilding any equipment for the City of Scottsdale. When new equipment replacement parts are no longer available the Contractor will coordinate with Contract Administrator on how to proceed with the repair.

13.20 The price to be paid to the Contractor by the City for parts used in authorized repairs will be billed at the invoice price multiplied by the "cost plus markup" figure determined by the Contractor's bid to the City.

13.30 The Contractor shall be required to provide pricing of repair parts for specific jobs prior to the City authorizing purchase of the parts from the Contractor. The City reserves the right to purchase, motors, and other related equipment directly from the manufacturer or from other vendors if it is in the City's best interest.

13.40 Any invoices submitted for outside service, and/or materials/parts, shall include copies of the Contractor's invoices for the outside services/parts. All materials must meet all manufacturers' specifications, UL, AWWA, NSF and Hydraulic Institute Standards where applicable.

13.50 The City reserves the right to direct the Contractor as to where to send electrical and mechanical equipment for repairs.

14.0 SAFETY

14.10 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.

15.0 HOURLY RATES

15.10 Regular Hourly Rates

All rates listed as hourly will be paid to the Contractor for time on the site only. **This contract does not cover reimbursement of travel time.**

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ELECTRICAL MAINTENANCE

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15.0 HOURLY RATES – CONT'D

15.20 Overtime Hourly Rates

Overtime is defined as working over 8 hour per day, or over forty hours per week.

Premium rates (overtime rates) will be paid to the Contractor as a percentage of all hourly rates for Saturdays, Sundays and Holidays / over time, as offered in the space provided on the pricing proposal form.

Any work on Saturdays, Sundays or Holidays will require PRIOR approval from the Contract Administrator.

16.0 WORK ESTIMATES, RESPONSE AND COMPLETION TIME

16.10 WORK ESTIMATES

Prior to the Contractor performing any repair work, the Contractor will be required to provide the City Contract Administrator a written report including condition of equipment, recommended repairs and cost of repairs. Contractor will be allowed to remove and disassemble the equipment prior to providing the City written estimate. Estimates may be emailed to the Contract Administrator, or designee, or submitted in a format requested by the Contract Administrator. Contractor will be paid for removal, disassembly, and inspection for the estimate creation, even if the City pursues a different repair solution.

Estimates shall include the following information:

Repair work quote will include the equipment information, equipment location, horse power, frame size, required repair materials, labor hours.

Contractor will also include the cost for replacement of the equipment in the repair quote, and any other applicable information along with a detailed estimate that is to include total man hours and type with cost, materials with manufacturer information and part numbers, inspector's name and the Main Point of Contact's information.

16.20 SCHEDULED PROJECTS / NON-EMERGENCY RESPONSE TIME:

For scheduled projects, the written estimate will be required within 48 hours after equipment has been removed.

Contractor will be required to repair and reinstall equipment within seven (7) working days from approval of the work to be done, based on parts availability.

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RFP #15RP022

16.0 WORK ESTIMATES, RESPONSE, AND COMPLETION TIME – CONT'D

16.30 EMERGENCY RESPONSE TIME:

The City will give the Contractor as much lead time to start a job as possible. However, in a situation that the City deems an emergency, the Contractor must respond immediately.

Must have local operational facility with well-staffed and trained technicians capable of responding to emergency repair calls within two (2) hours.

Contractor shall be available for emergency services 24 hours a day, 365 days a year.

Contractor must be on site within two (2) hours to provide a general assessment of the needed repairs.

Emergency response time for motor removals at City sites must be within 4 hours after notification.

When the city determines this to be an emergency repair the contractor must remove, repair and reinstall the motor within 72 hours

17.0 SITE RESTORATION

17.10 The Contractor shall clean, repair, re-coat and restore all pipe work and equipment, which may become damaged as a result of handling by the Contractor, to match the existing paint and coatings on all above ground facilities. All work shall be cleaned and disinfected in conformance with the minimum requirements of the Maricopa County Department of Environmental Services for potable water facilities. Any damage caused by the Contractor to site perimeter fencing and related structures shall be restored to a pre-construction condition. Site grading including decomposed granite surfacing shall be restored to a pre-construction condition.

18.0 INSPECTION OF WORK

18.10 All work performed by the Contractor will be subject to inspection by the Contract Administrator or the designated representative. The Contract Administrator or the designated representative will be given access to all work in progress at any time. It will not be required that the Contractor be notified of any inspection action. During the course of the repair, the city reserves the right to consult or retain the services of a third party Contractor or engineer to help determine if the repair is made using timely, efficient and correct methods per UL, AWWA, NSF and Hydraulic Institute Standards where applicable. If the determination is made that the methods used are not proper, the city reserves the right to cancel the repair, without charge, or cancel the contract and charge the Contractor for the consultant's time.

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	ELECTRICAL MAINTENANCE RFP #15RP022

19.0 WARRANTY

- 19.10 The Awarded Contractor shall provide warranty conditions and coverage provided on equipment furnished with a minimum of one (1) year warranty on all materials and workmanship, in addition to any extended warranty offered by the manufacturer/vendor.
- 19.20 Contractor warrants that sound engineering and construction principles and practices will be used in the performance of the work; and that Contractor shall apply to the work that degree of skill, care, judgment and supervision necessary to assure that work shall be of the highest quality, with proper workmanship, fit (suitable and sufficient) for the purpose intended and in accordance with the best practices of the trade.
- 19.30 Contractor further warrants that the work shall fulfill the terms of all special guarantees established by the contract and that the work shall be free from defects due to faulty materials, equipment or workmanship until the expiration of one year from the date of completion and acceptance of the work.
- 19.40 If in the event of any of the aforesaid warranties are not fulfilled, Contractor guarantees to promptly reimburse the City for its cost in making suitable repairs or replacement or, at the City's option, the Contractor shall promptly make suitable repairs or replacements at Contractor's own expense.
- 19.50 In either case, the Contractor shall also pay for any resulting damage to other property and work caused by Contractor's breach of any of the aforementioned warranties or guaranties.

ALL WARRANTIES SHALL START FROM THE CITY OF SCOTTSDALE IN SERVICE DATE.

All warranty items/issues/concerns shall be resolved at no charge to the City of Scottsdale. This shall include, but not be limited to parts, labor, freight, travel, etc. All warranty items/issues/concerns shall be resolved within a time frame determined by the Contract Administrator.

The Contractor shall warranty all parts and services provided by a subcontractor just as if supplied directly by the Contractor.

20.0 DELAY OF WORK

- 20.10 If any work being performed by the Contractor is unnecessarily or unreasonably delayed, Contract Administrator has the option to employ persons, machinery and materials in addition to those being used by the Contractor to complete the work required. The expenses of such actions are to be charged to the Contractor.

21.0 INVOICE

- 21.10 Contractor will submit invoice with one section with labor hours and rates and second section with all materials cost. All submitted invoice will have supporting documentation to include copy of any purchased materials invoices and a copy of employee job sheet.

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ELECTRICAL MAINTENANCE

RFP #15RP022

21.0 INVOICE – CONT'D

21.20 The price to be paid to the Contractor by the City for parts used in authorized repairs will be billed at the invoice price multiplied by the “cost plus markup” figure determined by the Contractor’s bid to the City. Any invoices submitted in this matter must have copies attached of the Contractor’s invoices for the outside services Vendor attached.

SUBMITTAL REQUIREMENTS CHECKLIST



ELECTRICAL MAINTENANCE

RFP # 15RP022

NOTICE: Bidders are not required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your submittal. Please review the submittal requirements below for the list of information to be included with your submittal.

It is preferred that all submittals be prepared on 8½" X 11" paper and printed on one (1) side only. Foldout pages should be kept to a minimum. Bidders are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed below.

The Bidder's submittal should not exceed a **MAXIMUM of number (20)** pages in length (single sided 8½" X 11" paper) and **MUST** include a **MINIMUM** of the following items listed below.

NOTE: Total page count excludes the following: cover letter, section dividers, table of contents, pre-printed material (City's Signature Page, Firm and Staff Qualification Summary Letter, and Disclosure Forms.), and all required submittal attachments included in the Bidder's proposal.

To constitute a valid responsive proposal by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Proposal Copies** – Submit one (1) unbound ORIGINAL and four (4) COPIES of the entire package.
- Offer/Acceptance Document (COS Form)** – Complete Offer portion of the document, signed in ink.
- Firm and Staff Qualification Summary Letter** - The summary letter shall illustrate the Bidder's understanding of the objectives of this solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Bidder and employee's abilities to successfully complete the scope of work represented in this solicitation.

The Firm and Staff Qualifications document shall include, at a **MINIMUM**, of the following items:

- Bidder's document shall contain a synopsis of the firm's history; including a statement indicating the length of time the Bidder has been doing business in the Phoenix Metropolitan area (shall have a minimum of five consecutive years).
- A brief description of your company's primary business. Bidder's document shall contain a comprehensive description of all services that shall be provided.
- Bidder's document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein.
- The submittal shall also address ALL requirements listed in the General Contractors Qualifications (Scope of Work Section). The information received will be reviewed to determine if your company is responsive to the minimum Contractor Qualifications. If responsive, the proposal will be evaluated in accordance to the Evaluation Criteria.
- Offeror's document shall indicate if they possess or comply with the following (See SOW section 6.50.1):
 - 1) Current member of the Electrical Apparatus Service Organization (EASA)? (Provide proof/statement)
 - 2) UL Certified Shop (Provide proof/statement)
 - 3) Current AROC A14 and L11 License (Provide copy)
 - 4) OSHA Safety Program (Provide a copy)
 - 5) NFPA 70E training certificate (Provide Proof)
- Local Knowledge** – Bidder's proposal shall identify the Bidder's familiarity with the City of Scottsdale local environment, economy, and other local issues pertinent to this project which enhances your qualifications to successfully perform the requested services.

SUBMITTAL REQUIREMENTS CHECKLIST – CONT'D



ELECTRICAL MAINTENANCE

RFP # 15RP022

- Exceptions** – Bidder shall include all exceptions taken in regards to terms and conditions as specified in this solicitation document, award documents, or attached contracts. All exceptions taken by the Bidder shall be clearly defined and the changes requested clearly identified. Exceptions taken by the Bidder shall be used in the evaluation process.
- Warranty Statement** – Bidder shall submit a statement of the warranty coverage for all products and labor covered by the scope of this contract. Warranty statement shall include all exclusions and conditions. See Warranty requirements in Section 19.0.
- Key Personnel Resume and Qualifications** – Offeror's proposal shall include the qualifications of the key personnel that will be involved in projects covered by the scope of this solicitation.
 - Offeror's document shall contain an organizational chart that identifies key project personnel by name, and title.
 - Clearly indicate the Project Manager, who will have day-to-day responsibilities for the duration of the contract. Indicate who the AZ licensed Electrical PE is (See SOW 6.50.2).
 - Resumes of all key project personnel shall be submitted separately at the end of the Offeror's proposal. All resumes shall be limited to one page and include a brief summary of past accomplishment, academic credentials, Professional Certifications, Licenses, etc.). Summarize the qualifications, experience, training and other credentials that illustrate each Team Member's ability to successfully work on this project.
- Bidder's Licenses** – Bidder shall submit copies of all applicable Contractor Licenses, for the following:
 - Arizona licensed Electrical PE.
 - AROC A17
 - L11 license
- Bidders Questionnaire No. 1 – Company Information (COS Form)** – Fully completed Company Information.
- Bidders Questionnaire No. 2 – Equipment List (COS Form)** – Fully completed Company Information. Please provide an attachment which details the Contractor owned field equipment and facilities equipment.
- Subcontractor List (COS Form)** – Bidder shall provide a complete list of all the anticipated subcontractors the Bidder intends to use to complete the work covered under the scope of this Contract. Bidder shall identify the role envisioned by the subcontractor in the project.

Note: if the Bidder does not plan to use any subcontractors, then the Bidder must indicate that in this section.

SUBMITTAL REQUIREMENTS CHECKLIST



ELECTRICAL MAINTENANCE

RFP # 15RP022

- Reference List** – Bidder's proposal shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. Bidder's proposal shall include a **MINIMUM** of three (3) letters of reference that illustrate this.
- General Disclosure Form (COS Form)** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form (COS Form)** – Fully completed Litigation Disclosure Form, signed in ink.
- Pricing Proposal Form(s) (COS Form)** – Fully completed Pricing Proposal Form(s).

NOTE:

"Please ***do not*** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist."

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

EVALUATION CRITERIA	
	<p>ELECTRICAL MAINTENANCE</p> <p>RFP # 15RP022</p>

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Bidder whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the proposals:

DESCRIPTION	WEIGHTING
Firm and Staff Qualifications, Local Knowledge and Experience Staffing levels	35%
Project Approach, Repair Facilities and equipment and contractor owned service vehicles equipment, OSHA Safety Program	30%
Exceptions, subcontractors, Warranty	10%
Pricing	25%
TOTAL	100%

The following items may be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. Cost factors associated with performing the work required by the contract.
2. Length of time the Bidder will warranty their workmanship and materials.
3. The Bidder's demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
4. The ability and willingness of the Bidder to meet or exceed the specifications and standards of this solicitation and Bidder's understanding and perceived perception of the scope of work contained herein.
5. The content and quality of the Bidder's proposal and other presentation materials.

Each proposal will be reviewed in entirety and assigned a score with respect to each of the criteria. The proposals will be ranked by the evaluation committee according to their total weighted ranking.



OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION # 15RP022 SOLICITATION TITLE: Electrical Maintenance

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:	
Precision Electric Company Inc.		Raymond L. McDanell	
Company Name		Printed Name	
1822 E Jackson Street		General Manager	
Address		Title	
Phoenix	AZ	85034	602-252-2821
City	State	Zip	Phone
[Signature]		5/20/15	602-257-1497 ray@precisionelectric.com
Signature for Offeror		Date	Fax E Mail
Raymond L. McDanell		Address (if different from Company info)	
Printed Name and Title of Authorized Signatory		City, State, Zip (if different from Company info)	
Federal Employer Tax ID # or SSN as per W9 Statement			

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD
(for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 15RP022**

The contract consists of the following documents: 1) Solicitation # 15RP022 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment, dated.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order: Payment Bond Performance Bond, Insurance Certificate(s), I.R.S. Form W-9/Taxpayer ID No. & Certification, other documentation as identified.

If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 19TH day
of JUNE, 2015

Risk Management Issues reviewed and approved as to form APRIL 22, 2015
by City of Scottsdale Risk Management Director

[Signature: Margie Vasquez]
J. E. Flanagan
Or Designee MARGIE VASQUEZ
As City of Scottsdale Purchasing Director

Recommended award approved JUNE 11, 2015
by City of Scottsdale Contract Administrator



PRECISION ELECTRIC CO., INC.

1822 E. JACKSON ST
PHOENIX, AZ. 85034
PHONE# 602-252-5774

RFP 15RP022

Date: 5/20/2015

To whom it may concern:

Precision Electric Company, Inc. is pleased to submit our proposal and provide you with our qualifications. Our company was established here in Phoenix in 1946 and has served the valley's municipal, industrial, and agricultural electrical and mechanical needs ever since. Last year after three generations of family ownership, the company was purchased by Industrial Service Solutions based out of Chicago, Illinois.

We are now part of a much larger team and are forming new synergies with our sister companies both here in the valley and across this great country. One of our sister companies, Integrated Process Technologies, Inc. is right here in Tempe, AZ and provides us a U/L 508 certified shop and an Electrical Engineer with an Arizona PE stamp. Precision Electric Company operates in three locations here in Arizona, with an EASA shop in Yuma and Phoenix as well as a warehouse and new motor counter sales location in Mesa. We have over 40 talented and experienced industry professionals ready to serve your electric motor repair, pump repair, and both new motor and pump sales needs.

Upon review of the bid requirements, there have been many additions to the scope of this RFP that were not included in previous years. Consequently, we must list out the following exceptions as we cannot provide all services outlined:

- Section 6.50.1 – We do not possess an AROC A17 license
- Section 6.90 – We cannot provide switchgear and transformer maintenance
- Section 6.100 – We are unable to perform the SCADA and PLC portion
- Section 6.120 – We are not a Toshiba distributor nor do we have the relationship with them to provide the VFD training

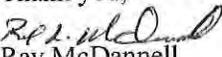
We are however, a very capable motor repair shop and are the largest General Electric motor distributor in Arizona. We are also a Nidec – US, WEG, Century, Baldor, Leeson, Marathon, and Fasco distributor with one of the largest inventories of motors in the Southwest. In addition to motor sales we also sell and service Danfoss Drives and WEG. Our field service crews are capable of motor/pump installation, laser alignment, balancing, repair, VFD installation, troubleshooting, and crane service.

The following is a list of our current memberships, certifications, and licenses:

- EASA Member ID 66
- Electric League of Arizona Member
- AROC CR-11 License No. 163921
- AROC L29 License No. 264563

Thank you for your consideration and should you have any questions please do not hesitate to call.

Thank you,


Ray McDannell
(602)252-2821



PRECISION ELECTRIC CO., INC. EQUIPMENT

(Phoenix Facility - Partial Listing)

The following is a list of equipment owned and operated by Precision Electric Co., Inc. used in the Installation, Removal, Transporting, Testing, Repairing and Reconditioning of Motors, Generators, Light Plants, Pumps and Control equipment.

INSTALLATION, REMOVAL & TRANSPORTING

- 1 - 17 Ton Terex Crane w/ 70' boom on Freight-Liner Truck
- 1 - 4 Ton Unic Crane w/ 30' boom on Sterling Truck
- 1 - 6 Ton Flatbed on Chevrolet Truck
- 1 - 1 Ton Flatbed on Dodge Truck
- 4 - 3/4 Ton Service Pickup Trucks (various makes)
- 6 - 1/2 Ton Pickup Trucks (various makes)
- 1 - 10' A-Frame w/ 1 Ton Hoist
- 1 - Rotalign Laser Alignment

TESTING

- 1 - Electrom 12kv Surge Tester & Winding Analyzer w/ 30kv Power Pac
- 1 - Electrom 5kv Surge Tester & Winding Analyzer
- 1 - Baker 5kv Surge Tester & Winding Analyzer
- 1 - Phenix 0 - 7200V AC / DC Test Center Mod# MTS 750R-600 complete with Vibration Sensors, Bearing and Stator Temperature Probes
- 2 - Armature Growlers
- 1 - 15kVA Lexseco Core Loss Tester (used for smaller stators and rotors)
- 1 - 40kVA Lexseco Core Loss Tester (used for larger stators and rotors up to 3500HP)
- 1 - IRD 880 Vibration analyzer
- 1 - Vibration Analyzer by Dynamic Balancer System
- 1 - 5 Ton Dynamic Research Precision Rotor & Armature Balancer
- 1 - 15 Ton Dynamic Research Precision Rotor & Armature Balancer
- 1 - Infrared Solutions IR SnapShot Thermoelectric Infrared Imaging Radiometer Camera
- Several Fluke and Amprobe Handheld Multi-meters

SHOP REPAIR

- 1 - 20 Ton Overhead Bridge Crane w/ 2 10 Ton Hoists.
- 1 - 10 Ton Overhead Bridge Crane w/ 2 5 Ton Hoists
- 2 - 5 Ton Overhead Bridge Cranes

- 1 - 1 Ton Jib Crane
- 1 - 2 Ton Jib Crane
- 1 - 7' X 7' X 7' Steelman Bake Oven w/ PLC Oven Temp. Controls
- 1 - 7' X 7' x 7' Steelman Reclamation Oven w/ PLC Temp. Control, Chart Recorder and Flame Suppression System. Permits for ovens issued by Maricopa County Air Quality Control.
- 1 - Steam Cleaning Pad
- 1 - Coil Cut-off Machine
- 3 - Coil Winding Machines (1- Crown 1/3PH, 1-ACE Mod#3VAS, 1-ACE Mod#3VA4S Hi-Torq. 1/3PH motor/transformer coil winding machine)
- 1 - 6' x 7' Imprex VPI System
- 1 - 6' X 6' Imprex Dip Tank
- 2 - 24 Bucket Wire Racks in Winding Area
- 2 - Coil Tension Devices for Form Coils
- 1 - T & B Hydraulic 14 Ton Lug Crimper
- 3 - Forklifts 1 Ton – 15 Ton
- 1- 50" Prexto Insulation shear
- 1 - Turn Pro Horizontal Band Saw
- 2- Pulley Pullers (1-5Ton, 1-20T)
- 1- 50Ton Vertical Hydraulic Press
- 1-200T Vertical Hydraulic Press
- 4 - Bench Grinders (6" – 10")
- 1 - 8550w Generac Generator
- 2 - 22" X 100" Cadillac Engine Lathes
- 1 - 44" X 100" Lion Engine Lathes
- 1 - 22" X 33" Cadillac Engine Lathe
- 1 - 12 X 36" Enco Lathe
- 1 - Bridgeport Vertical Milling Machine
- 3 - Miller TiG / MiG Welders
- 1 - 30amp Wire Feed MillerMatic Welder
- 1 - Miller Plasma Cutter
- 5 -Oxygen / Acetylene Rigs
- 1 - Pump Shaft Straightening Table
- 1 - Pump Pit
- 1 - Phenix Test Panel AC / DC Motor/Pump Testing
- 1 - Dynamometer 1 / 2 Phase
- 1 - Crown Variac



PRECISION ELECTRIC CO., INC.

1822 E. JACKSON ST
PHOENIX, AZ. 85034
PHONE# 602-252-5774

Employee Training Manual

	Pages
• Emergency Evacuation Plan & Signature Page	3-26
• Company Policies for Facility Safety at all times, Dock Safety, Powered Industrial Lift Truck & Training & Certification requirements, Lifting of another person requirements & Standards, Operating Lift Trucks throughout the facility, Fueling Safety & observation and daily Check list safety requirements for any/all lifting equipment. & Signature page.	27-36
• Precision Electric Near Miss Accident Report, Form, Training & Signature page.	37
• Daily Driver' Vehicle Inspection Report, & Training, & Signature page	38
• Industrial Lifting Equipment Daily Checklist, Training & Signature page	39
• Product Change Request & Notification Form, Training & Signature page	40
• Safety Training for Crane, Chain', & Slings & Signature page, (Certificate will Be issued).	41-80
• HazMat, HazCom, & Right to know Training, SDS usage Training, (Certificate will be issued).	81
• Handling & Tracking of all Chemicals, Hazard, ORMD' & non-Hazard' Training	82-92
• Safety Assured Compressed Gas Cylinder Safety Program	92-98
• International Labor Organization, Health & Safety at Work, Chemicals in the Workplace.	99-116
• Usage of Chemicals by employee' or anyone at Precision Electric Company, Inc., PPE acknowledgement form to include all Supervisors, Managers, Visitors, & Contractors.	117
• Training & Signature Page – Lifting Material's i.e. Straps, Sling's & Chain's, etc.	118-120
• Acknowledgement of location on company Shared Drive of Company (SOP) & Signature Page.	121
• Daily Machine Checklist – Training and Signature Page	122-123
• Test Stand – Safety requirements – Acknowledgement & Signature Page	124
• Non-Harassment of any type, Training & Signature Page	125-128
• Hear Protection requirements, Training and Signature Page	129
• Ordering Checking, Tracking of Copper & Copper Scrap Operation Policy & Training with Signature Page	130-133
• Lock-Out & Tag-Out Policy, Process, Procedures & Training & Signature Page	133-141
• Lock-Out & Tag-Out for Machine with more than (1) One Power Source, Training and Signature Page.	133-141
• Lock-Out & Tag-Out Posted per Machine Policy, Training & Signature Page	142
• Precision Electric Company, Inc. Health, Safety & Environmental Policy – Statement & Signature Page.	143
• Drug-Free Workplace Policy, Training & Signature Page	144-147
• Smoke Free Facility Policy, Training & Signature Page	148
• Training Policy, "Caution & Stop Bearers Roped off with Yellow & Red Tape" & Signature Page.	149-150
• Machine Guarding Training and Requirements & Signature Page	151

• Training, Usage, Cleaning, Changing of Filters, Schedule for any/all Employee' required to use Respirator's/Supplied Air & Signature.	152-164
• Use of Air & Air Hoses in the Workplace, Training and Signature Page	165
• Time Keeping Procedure, Training & Signature Page	166
• Vacation Policy & Signature Page	167
• Disciplinary Action Process, Training and Signature Page	168
• Storm Water Preventive Pollution Program & Policy, Training & Signature Page	169-175
• NFPA 70E's Standard for Electrical in the Workplace. Assured Equipment Grounding Conductor Program, Assured Electrical Safety Awareness & NFPA 70E Policy & Procedure.	176-194
• Lock Wiring Program	195-198
• GHS Labeling Requirements.SDS Training	199-206
• High Voltage ISOLATION & Access Standard	207-223
• Welding Safety	224-241
• ARC Flashing Safety & Policy	242-245
• Usage of Supplied Air Safety	246-248
• Torque Values Requirements	249-253
• Ladder Safety	254-256
• Heat Stress, Heat Stroke	257-261
• Exposure to Lead	262-266
• Manual Lifting Safety	267-273
• (SSE) Short Service Employee	274
• Scaffolds Safety Program	275-288
• Incident Investigation & Reporting	289-299
• Process Safety Management / Contractor Responsibilities (PSM)	300-302
• Safety Confined Space / permit Confined Space	303-316
• Safety Fatigue Management	317-320
• Safety Process Fire Protection / Extinguishers	321-325
• Process Safety Subcontractor Maintenance Plan	326-328
• Behavior Based Safety Program & Training	329-337
• Safety Program Hand and/or Power Tools	338-343
• Program Developed & Implemented to Reduce Exposures to or Below The Permissible Limits to Lead	344-347
• Rigging Material Handling Program/Training	348

PRICING PROPOSAL FORM



ELECTRICAL MAINTENANCE

RFP # 15RP022

The Unit Prices listed on the pricing proposal pages shall be all inclusive, and shall include all pertinent fees normally associated with this type of service. This shall include, but not be limited to: labor, materials, overhead, tools/equipment, travel, mobilization, demobilization, clean-up, transportation, environmental fees, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

LABOR RATES

In order to be considered for award, Offeror's shall complete all items on the pricing proposal pages.

JOB TITLES		ANNUAL ESTIMATE	HOURLY RATE(S)	EXTENDED COSTS
1.	PM service as listed in section 10.0	1000 Hours	\$ <u>67.00</u> per hour	\$ <u>67,000</u>
2.	PM service in section 10.0 with two (2) field technicians	500 Hours	\$ <u>67.00</u> per hour	\$ <u>33,500</u>
3.	Field Technician	700 Hours	\$ <u>67.00</u> per hour	\$ <u>46,900</u>
4.	Field Technician with Truck	100 Hours	\$ <u>67.00</u> per hour	\$ <u>6,700</u>
5.	Infrared Scan - when requested, when not part of the PM service	1000 Hours	\$ <u>67.00</u> per hour	\$ <u>67,000</u>
6.	Crane truck up to 25 ton with operator	1000 Hours	\$ <u>67.00</u> per hour	\$ <u>67,000</u>
7.	Field Supervisor	700 Hours	\$ <u>70.00</u> per hour	\$ <u>49,000</u>
8.	Field Supervisor with Truck	100 Hours	\$ <u>70.00</u> per hour	\$ <u>7,000</u>
9.	Shop Technician	200 Hours	\$ <u>65.00</u> per hour	\$ <u>13,000</u>
10.	Specialty technician (example: VFD troubleshooting and repair)	100 Hours	\$ <u>67.00</u> per hour	\$ <u>6,700</u>
11.	Machine shop rate	100 Hours	\$ <u>67.00</u> per hour	\$ <u>6,700</u>
12.	Engineer services	100 Hours	\$ <u>115.00</u> per hour	\$ <u>11,500</u>
13.	Crane truck 26 ton and above - with operator	600 Hours	\$ <u>67.00</u> per hour	\$ <u>40,200</u>
14.	Shop Lead Technician	200 Hours	\$ <u>70.00</u> per hour	\$ <u>14,000</u>
TOTAL				\$ <u>436,200</u>

COMPANY NAME: Precision Electric Company, Inc.

PRICING PROPOSAL FORM – CONT'D



ELECTRICAL MAINTENANCE

RFP # 15RP022

15. MOTOR REPAIR REBUILD COSTS

DESCRIPTION	ANNUAL ESTIMATE	DISCOUNT %	DISCOUNT AMOUNT	EXTENDED COSTS
Estimated Motor Repair Costs rebuild according to section 9.0 example 250hp, 480volt, 3 phase (Annually)	\$125,000	<u>15</u> % (use % discount offered from VEMR pricing guide – Item C Pg. 71)	\$ <u>18,750</u>	\$ <u>106,250</u>
TOTAL				\$ <u>106,250</u>

16. TRANSFORMER SERVICE

DESCRIPTION	QUANTITY	COST	ANNUAL ESTIMATE	EXTENDED COSTS
Transformer Service (10.30)	1 EA	\$ <u>Exception</u>	10 EA	\$ <u>—</u>
TOTAL				\$ <u>—</u>

17. TRAINING SERVICES

DESCRIPTION	QUANTITY	COST	ANNUAL ESTIMATE	EXTENDED COSTS
VFD / Electrical Training (6.120)	1 HR	\$ <u>Exception</u>	20 HOURS	\$ <u>—</u>
TOTAL				\$ <u>—</u>

GRAND TOTAL (Sum of Items 1- 17)				\$ <u>106,250</u>
--	--	--	--	-------------------

COMPANY NAME: Precision Electric Company, Inc.

PRICING PROPOSAL FORM – CONT'D



ELECTRICAL MAINTENANCE

RFP # 15RP022

**EQUIPMENT/PARTS & OUTSIDE SERVICE RATES
(Mark-Up Costs)**

The City of Scottsdale will reimburse the "Total Mark-Up % Rate" indicated below, for all Materials and Outside Services throughout the term of the contract.

- Parts to be fabricated by Contractor shall be quoted before use in repairs for City of Scottsdale.
- No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor.
- Contractor shall provide evidence of purchased price for all repair parts to be marked up.
- Contractor shall provide a firm quote for all purchased repair parts and receive a written confirmation from the City before ordering.

EXAMPLE: If a bearing is invoiced to your company at \$10.00 and your total mark-up percentage rate was 10%, your billing to the City would be \$11.00. **FORMULA:** (\$10 x 10% = \$11.00).

EQUIPMENT / PARTS		Mark Up Percentage
A.	Materials will be billed at your invoice cost multiplied by your mark-up % indicated in this bid. Indicate your mark-up percentage for materials.	<u>15</u> %

OUTSIDE SERVICES		Mark Up Percentage
B.	Outside services include subcontracted work and motor repairs; to will be billed at your invoice cost multiplied by your mark-up % indicated in this bid. Indicate your mark-up percentage for outside services.	<u>15</u> %

Vaughen's Discount LIST PRICE		Discount Percentage
C.	Vendor shall state discount offered off Vaughen's Electric Motor Repair (VEMR) Pricing Guide. Indicate your discount percentage for the list price.	<u>15</u> %

OVERTIME RATES		RATE
D.	If any repair work extends into an overtime pay situation, at what rate over the standard hourly rate will the City be charged (i.e., 1-1/2 times, 2 times, etc.)	<u>1 1/2</u>

Indicate the time of the day, and the days of the week which will constitute overtime pay charges.
(Weekend, Holiday, and After Hours)

DAYS **HOURS**
M-F 5:00pm - 6:00am
Sat & Sunday

COMPANY NAME: Precision Electric Company, Inc.

PRICING PROPOSAL FORM – CONT'D



ELECTRICAL MAINTENANCE

RFP # 15RP022

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

COMPANY NAME: Precision Electric Company, Inc.

BIDDER QUESTIONNAIRE No. 1 – COMPANY INFORMATION



ELECTRICAL MAINTENANCE

RFP # 15RP022

COMPANY INFORMATION

Company Local Office Physical Address 1822 E. Jackson St., Phoenix, AZ 85034
Office Daytime Phone Number 602-252-2821
Office Fax Number 602-257-1497
Telephone Ordering Phone Number(s) 602-252-2821
Company Email Address sales@precisionelectric.com
Company Operating Hours (Monday – Friday) 7:00am - 5:00pm
Company Hours (Saturday) 8:00am - Noon

NAME OF MAIN CONTACT

(assigned to this contract)

Raymond McDannell

Office Phone Number of Main Contract 602-252-2821
Cellular Phone Number of Main Contact 602-524-0284
Email of Main Contact ray@precisionelectric.com

REPAIR FACILITY INFORMATION

Precision Electric Company, Inc.

Address 1822 E. Jackson Street
City, State, Zip Code Phoenix, AZ 85034
Facility Hour(s) M-F 7:00am-5:00pm Sat. 8:00am- Noon
Facility Phone Number(s) 602-252-2821

Signature

Printed Name: Raymond L. McDannell

Title General Manager

Company Precision Electric Company, Inc.

BIDDER QUESTIONNAIRE No. 2 – EQUIPMENT LIST



ELECTRICAL MAINTENANCE

RFP # 15RP022

Contractor shall have at a minimum the following equipment to perform repairs and testing on motors and related equipment:

- | | | |
|--|---|--|
| 1. 60 KV Hypot | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 2. Vacuum Pressure Impregnation (VPI) Tank | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Laser alignment equipment | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. Shop and field balancing equipment capable of balancing up to 800 horse power | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 5. Computerized Hypot and P.I. Test Equipment | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 6. Documentation of horsepower and efficiency expected from motor | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 7. Two on-site staff test people including one registered engineer | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 8. Circuit Breaker Test Equipment | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 9. U/L 508 certification | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 10. 3 Field crews, 2 employees for each crew with 2 company owned crane trucks, with 2 drivers to remove and install repaired motors and equipment | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 11. 2 Infrared cameras | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 12. Computerized core loss tester | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

Provide a list all equipment (not already included above), you intend to use in the performance of this Contract, if applicable.

Complete list and description of vehicles to be utilized on the sites. Include vehicle license plate numbers.

Freightliner, Crane Truck 17 Ton, 2001, AZ 1TR858
Chevy, 6 Ton Flatbed, 2003, AZ CH86565
Chevy, 1 Ton Utility Service Truck, 2013, AZ CH45236
GMC, 3/4 Ton Utility Service Truck, 2009, AZ AVJ1623
Chevy, 3/4 Ton Utility Service Truck, 2005, AZ CD58351
Ford, 1/2 Ton PU, 2014, AZ BMW 9597

Please provide a separate attachment to list the facilities equipment and the contractor owned field equipment.

REFERENCES



ELECTRICAL MAINTENANCE

RFP # 15RP022

List minimum of three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: City of El Mirage
Company Address: 12145 Grand Ave
City/State/Zip: El Mirage, AZ 85335
Contact Person: Bill Geer Telephone #: 623-972-8116
Email: Date of Service: 2015
Type of Service Provided: Elec. Motor repair & sales, Pump repair

Company Name: City of Avondale
Company Address: 11465 W. Civic Center Drive
City/State/Zip: Avondale, AZ 85323
Contact Person: Lee Utter Telephone #: 623-256-2391
Email: Date of Service: 2015
Type of Service Provided: Elec. Motor repair & sales, Pump repair

Company Name: Fountain Hills Sanitary Dist.
Company Address: 16941 E. Pepperwood Circle
City/State/Zip: Fountain Hills, AZ
Contact Person: Clark Maskop Telephone #: 480-837-9444
Email: Date of Service: 2015
Type of Service Provided: Elec. Motor repair & sales, Pump repair

YOUR COMPANY NAME: Precision Electrotec Company, Inc

BIDDER GENERAL DISCLOSURE FORM



ELECTRICAL MAINTENANCE

RFP # 15RP022

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature

Raymond L. McDannell

Printed Name

General Manager

Title

5/20/15

Date

COMPANY NAME: Precision Electric Company, Inc.

BIDDER LITIGATION DISCLOSURE FORM



ELECTRICAL MAINTENANCE

RFP # 15RP022

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Raymond L. McDannell

Signature

General Manager

Title

Raymond L. McDannell

Printed Name

5/20/15

Date

COMPANY NAME: *Precision Electric Company, Inc.*

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PRECISION ELECTRIC CO., INC.

[Work Orders]

See following pages (to be attached subsequent to execution).