

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRI-DIM FILTER CORPORATION**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Tri-Dim Filter Corporation, a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 30, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Tucson entered into a contract with Contractor to purchase the goods and services described in the Filter Replacement and Maintenance of Air Handling Units, Contract No. 151294 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was October 30, 2015, until the date the contract expires on October 29, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond October 29, 2020. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October 29, 2018.

The City Manager or designee, however, may renew the term of this Agreement for one (1) two-year periods until the Cooperative Purchasing Agreement expires on October 29, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred thousand dollars (\$300,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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

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

City of Glendale
c/o Vern Baker
6210 West Myrtle Avenue, Suit 111
Glendale, Arizona 8530
623-930-2679

and

Tri-Dim Filter Corporation
c/o Kirk Poteet
2252 N. 23rd Drive
Phoenix, AZ 85009
602-253-2122

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

“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

“Contractor”

Tri-Dim Filter Corporation .,
a Delaware corporation

By:  _____
Name: Kirk Poteet
Title: Branch Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRI-DIM FILTER CORPORATION**

**EXHIBIT A
FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS**

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4128 / FAX: (520) 791-4735
Terryl.Robinson@tucsonaz.gov
ISSUE DATE: JUNE 1, 2016

CONTRACT #151294-01
CONTRACT AMENDMENT NUMBER: ONE (1)
PAGE 1 of 1
TR/r
CONTRACT OFFICER: TERRYL ROBINSON

FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): CONTRACT RENEWAL

In accordance with Contract No. 151294 – SPECIAL TERMS AND CONDITIONS; SECTION 2. TERM AND RENEWAL; the parties hereby agree to renew the contract for the period of 2 Years, from October 30, 2016 through October 29, 2018.

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

CONTRACTOR: Tri-Dim Filter Corp.

CITY OF TUCSON: _____

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 10th DAY

OF July, 2016, AT TUCSON, ARIZONA.

Signature of person authorized to sign _____ Date 7/6/16

ADAM SCHWARTZ - DISTRICT SALESMANAGER

Name and Title (typed or printed legibly)

TRI-DIM FILTER CORPORATION

Company Name

2252 N. 23rd Dr.

Address

A.SCHWARTZ@TRI-DIM.COM

Email Address

PHOENIX AZ 85009

City

State

Zip

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

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

ADAM SCHWARTZ

Name and Title (typed or printed legibly)

602 616 1142

Phone Number

A.SCHWARTZ@TRIDIM.COM

Email Address

Contract #151294

Filter Replacement & Maintenance of Air Handling Units

Table of Contents

- 1. Negotiated Pricing Dated 10/5/15**
- 2. TRI DIM's Response to RFP**
 - a. Offer and Acceptance**
 - b. Qualifications and Experience**
 - c. Method of Approach**
- 3. RFP #151294**

1. Final Negotiated Fees

**RFP 151294 NEGOTIATION PRICE PAGE
FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS**

ON-CALL FILTER REPLACEMENT / COIL CLEANING HOURLY RATES:

Regular Hours \$30.00/Hour

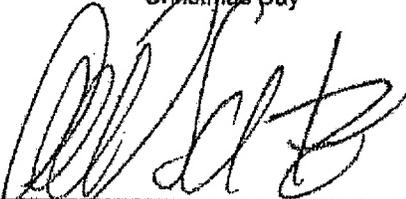
Definitions of Terms:

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

New Year's Day
Memorial Day
Labor Day
Christmas Day

Martin Luther King Jr. Day
Independence Day
Veteran's Day

President's Day
Cesar Chavez Day
Thanksgiving Day



Signature of Person Authorized to Sign

Adam Schwartz
Printed Name

District Sales Manager
Title

10/05/2015
Date

2. TRI DIM's Response to RFP

a. Offer and Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

Tri-Dim Filter Corporation
Company Name

Name: Adam Schwartz

2252 N. 23rd Drive
Address

Title: District Sales Manager

Phoenix, AZ 85009
City State Zip

Phone: 602-253-6700

[Signature]
Signature of Person Authorized to Sign

cell - 602-616-1142

Fax: 602-253-2122

Adam Schwartz
Printed Name

E-mail: a.schwartz@tridim.com

District Sales Manager
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 151294.

Approved as to form this _____ day of _____, 2015.

CITY OF TUCSON, a municipal corporation

Awarded this _____ day of _____, 2015.

As Tucson City Attorney and not personally

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

b. Qualifications and Experience

CAPABILITY STATEMENT



2252 North 23rd Drive
Phoenix, Arizona 85009

Contact Person: Adam Schwartz

Tel: (602) 253-6700
Cell: (602) 616-1142
Fax: (602) 253-2122

Email: a.schwartz@tridim.com

Website: www.tridim.com

NAICS: 333411

D&B: 609178116

CERTIFICATIONS:

GSA # GS07F0529U

Expiration Date: 09/07/2018

BUSINESS SUMMARY

Tri-Dim Filter Corporation is a 40 year old, privately owned HVAC air filter manufacturer. Tri-Dim is the largest privately owned air filter manufacturer in the United States. Tri-Dim has a nationwide direct sales force, 5 manufacturing facilities, as well as 10 distribution centers across the United States.

CAPABILITIES

Tri-Dim Filter Corporation manufactures all types of HVAC filters for a variety of industries including: healthcare, pharmaceutical, automotive, OEM, as well as commercial building applications.

Tri-Dim also provides extensive service capabilities including the installation of air filters as well as field testing of filters in system. Tri-Dim also provides HVAC equipment cleaning including duct work.

Tri-Dim's factory trained national direct sales force creates homogenous applications of filter standards on a national basis for a variety of industries.

ORGANIZATIONS

Tri-Dim is a member of ASHRAE (the governing body for the HVAC industries), and NAFA (National Air Filter Association).

EQUIPMENT

Tri-Dim has a corporate testing facility and clean room capabilities including the manufacture of Surgical Hepa Filters.

EXPERTISE

Tri-Dim's engineering staff includes a PHD, Dr. Clifton Draper, as well as our degreed engineering leaders, Bruce Duffy and Rodney Payne. Tri-Dim Filter Corporation is a healthcare specialist company and trains its field representatives in contaminant control and HAI (hospital acquired infections), avoidance, and containment.

CLIENTS

Tri-Dim has a diverse catalogue of clients including 21 VA Hospitals nationwide, Boeing, Target, Chrysler, Pfizer, GM, and Ford Motor Company to name a few.

c. Method of Approach



Indoor Environmental Technology Division

Air Quality & Environmental Cleaning Services



IET
Indoor Environmental Technology

Air Quality & Environmental Cleaning Services

TESTING

A Division of
TRI-DIM
FILTER CORPORATION

(800) 275-4722



**It began with
a brilliant innovation
over 35 years ago...**

John Stanley introduced filter technology that dramatically increased the efficiency and service life of air filters. Delivering superior air filtration and protection of equipment. Reducing operating expenses. And of course—providing cleaner air.

Today, Tri-Dim and its Indoor Environmental Technology division continue that tradition of innovation. Providing you with the full range of products and services needed to ensure a clean, high quality work environment. Efficiently. Cost-effectively. With the professionalism you expect from an Industry leader.

IET staff average over 15 years of experience, and know the surest route to a cleaner work environment. With certifications and training from the leading organizations in the industry. And backed by state-of-the-art equipment and technology.

IET service is about more than cleaner air. It's about creating optimal work conditions. Helping to maintain the highest quality of products and services. And delivering the total benefit of a cleaner work environment.

IET 
Indoor Environmental Technology

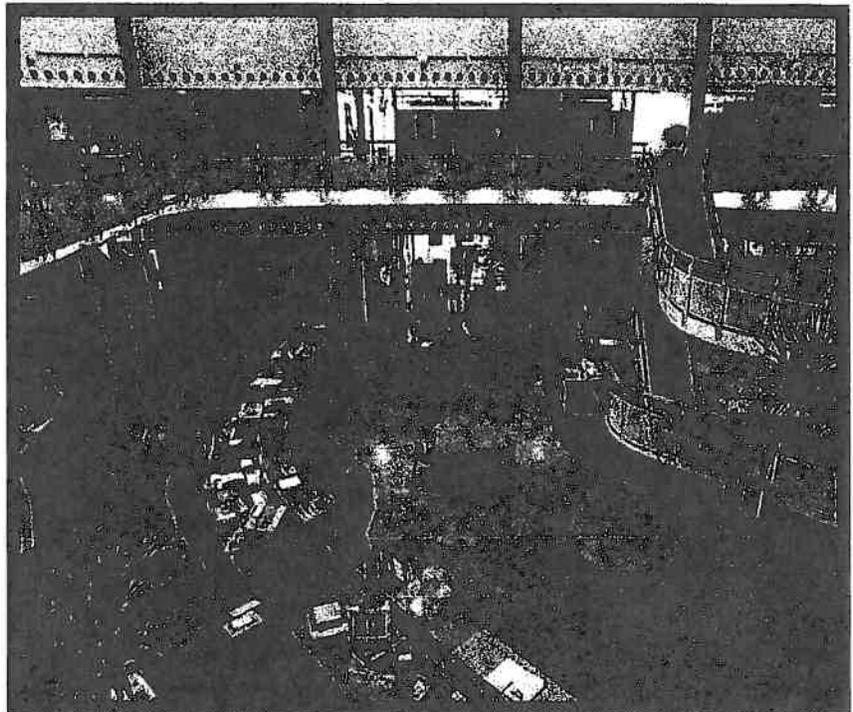
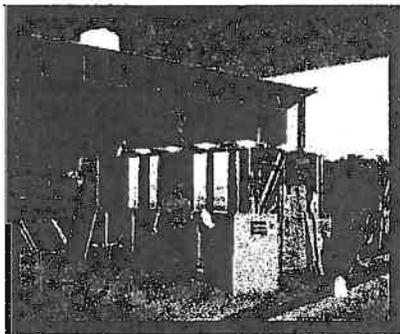
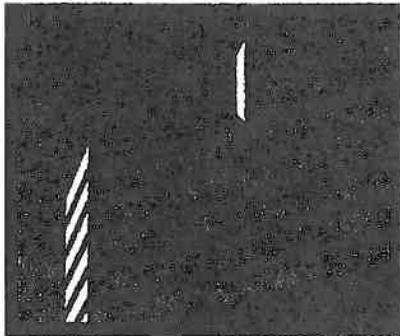
A division of
Tri-Dim Filter Corporation

Over 35 years of innovation & proven results



TRI-DIM FILTER CORPORATION

I N D O O R E N V R O N M E N T A L



Commercial & Retail Services

Now more than ever, a clean, safe facility is an absolute necessity for building owners and managers. From day-to-day air handling systems, to pristine manufacturing functions, to specialized cleanups, a clean work environment is essential.

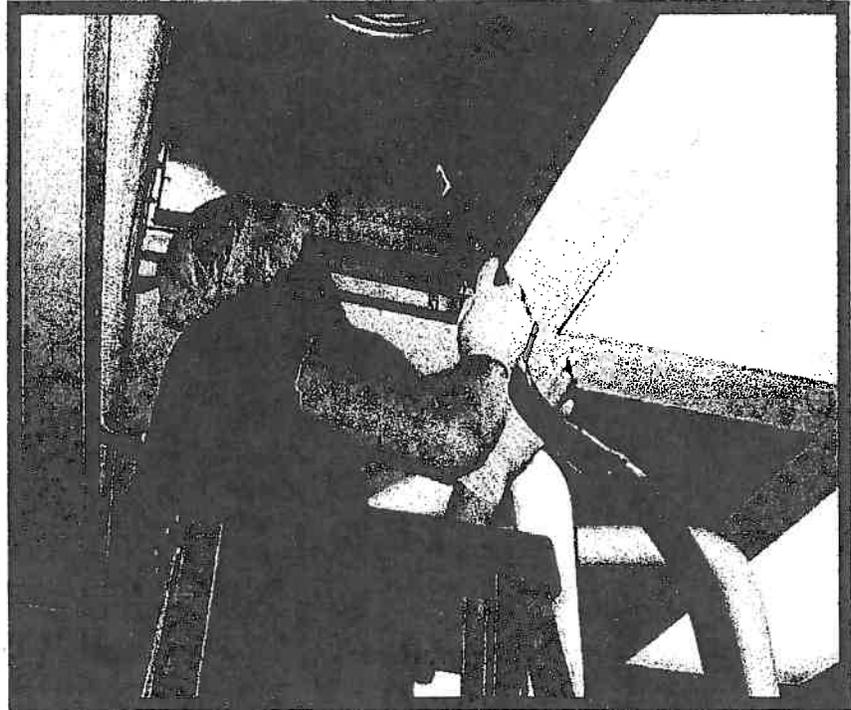
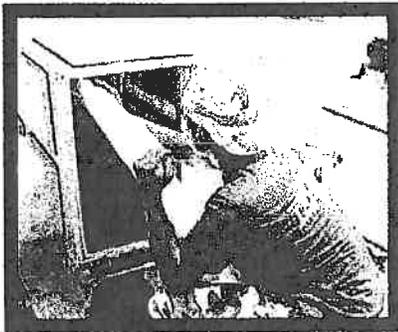
One call to Tri-Dim's IET division taps into a full spectrum of services critical to air and overall environmental quality.

Air Quality Services

- ▲ Air Quality Testing
- ▲ Air Handling Unit Cleaning & Refurbishment
- ▲ Air Conveyance Cleaning
- ▲ Filtration Products
- ▲ Filter Changing Service
- ▲ Kitchen Exhaust Cleaning

Specialty Services

- ▲ Mold Remediation
- ▲ Pigeon Dropping Cleanup
- ▲ Selective Demolition
- ▲ Protective Coatings
- ▲ Fire Restoration
- ▲ Soda Machine & Water Cooler Service
- ▲ High Reach Cleaning



Filter Changing Service

Where do you find the ideal filter changing service? From the filter experts, of course. Our experience manufacturing the most innovative filters in the industry makes us uniquely qualified to provide the most comprehensive filter management system. The result is the assurance that your environmental systems are operating at peak efficiency. With the knowledge that you're providing a high quality environment and ensuring the longest possible useful life for your equipment and systems.

Preventive Maintenance Management System

- ▲ Error-free scheduling via computerized work order management system
- ▲ Inventory control
- ▲ Complete maintenance database tracks all equipment and filter data
- ▲ Spot inspections providing all necessary maintenance alerts

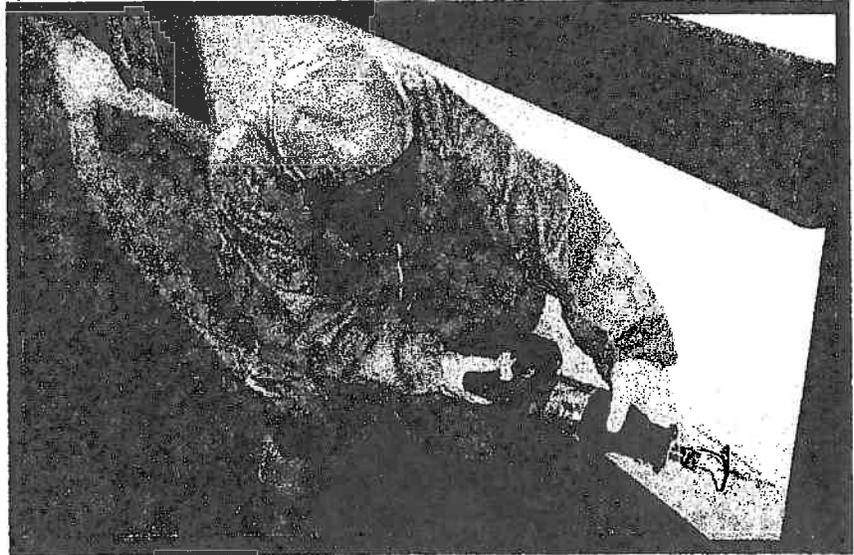
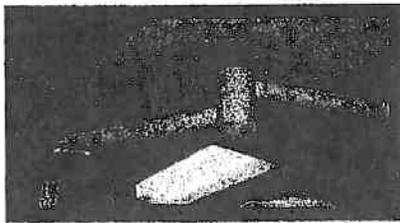
Filter Waste Management

- ▲ Waste management oversight
- ▲ Filter waste receptacle placement and management
- ▲ Recycling management
- ▲ Waste/recycling savings consultation



TRI-DIM FILTER CORPORATION

I N D O O R E N V R O N M E N T A L



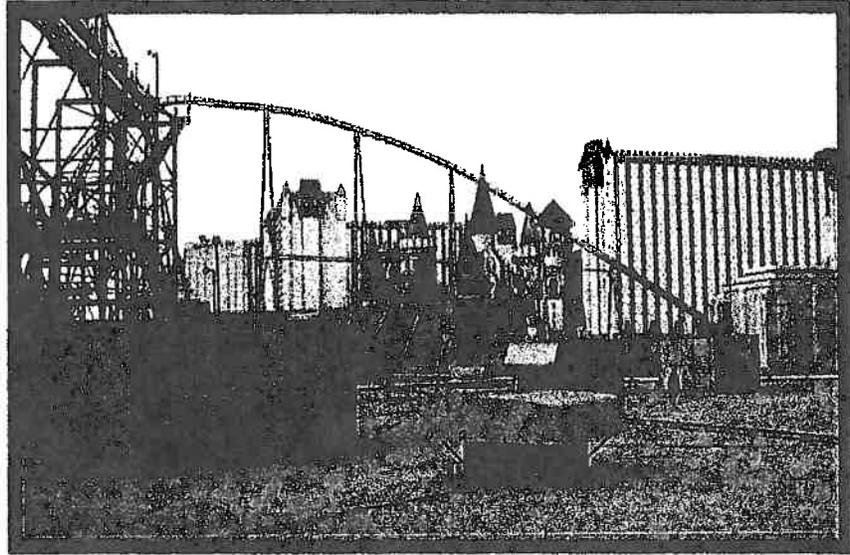
Mold Remediation

For decades we've tackled the challenges of mold and other microbial contaminants—and the threat they pose to a clean environment and work quality.

With our proven processes, IET provides the most thorough assessment, analysis and service available. Preventing the damage mold can cause to a building's structure and operation. Eliminating the potentially devastating impact it can have on organizational performance and health.

Microbial Remediation

- ▲ Initial testing
- ▲ Priority containment to prevent cross-contamination
- ▲ Adherence to strict removal protocols
- ▲ Comprehensive system and structural remediation
- ▲ Restoration of affected area
- ▲ Preventive applications and coatings



Indoor Air Quality Program

At IET, we bring together the science of clean with unmatched experience and service. That's why building operators and facility managers turn to IET for comprehensive, proven IAQ programs. Featuring precise analysis. Expert service. Plus the right resources and expertise to deliver clean with 100% confidence—and minimal disruption of on-going operations. Clean that ensures continuous, efficient production of the highest quality.

Assessment & Testing

- ▲ Air sampling for bio-aerosol fungi and bacteria
- ▲ Environmental sampling for volatile organic compounds, particulates and CO₂
- ▲ Water, surface and bulk testing
- ▲ Evaluation of airflow/ventilation rates, temperature, relative humidity and more
- ▲ Ventilation system performance analysis to industry standards
- ▲ Carpet testing
- ▲ Gas phase testing
- ▲ Particle count analysis
- ▲ Fire damper inspection

Ventilation System Cleaning & Hygiene

- ▲ Air handling unit reconditioning
- ▲ Reconditioning and replacement of ventilation system components
- ▲ Microbial remediation
- ▲ Duct cleaning and liner replacement
- ▲ Particulate and debris removal from system components
- ▲ Drain pan refurbishment
- ▲ Protective coating application

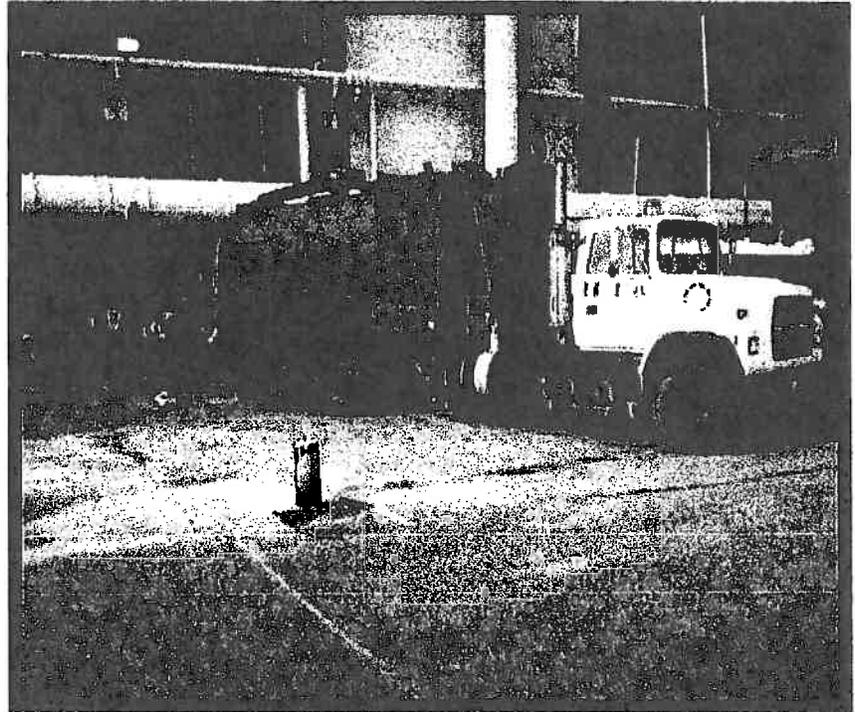
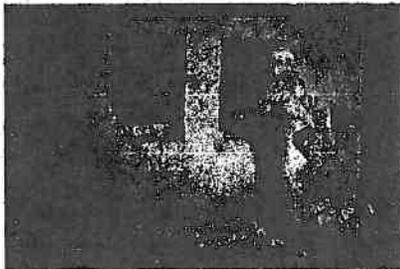
Post-Project Sampling & Verification

- ▲ IAQ, water and surface sampling
- ▲ Contaminate retesting as needed
- ▲ Independent lab analysis
- ▲ Photographic and video documentation



TRI-DIM FILTER CORPORATION

I N D O O R E N V R O N M E N T A L



Vacuum Truck Services

From a clogged storm drain... to industrial spills... to scheduled servicing of sumps and pits, professional service makes all the difference in maintaining a top-quality work environment—and ensuring peak productivity.

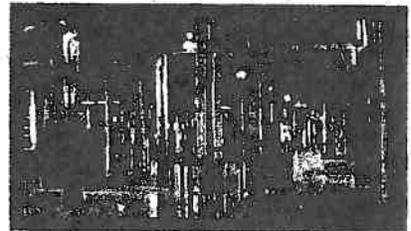
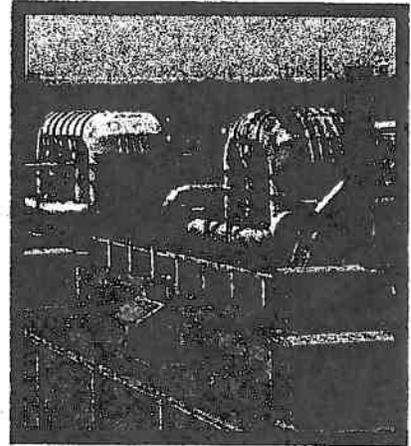
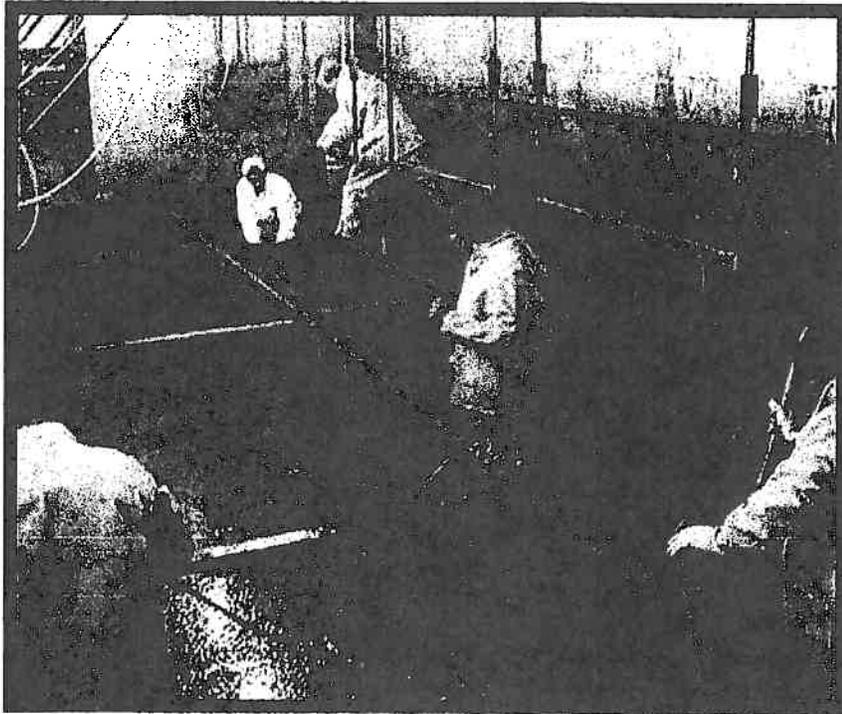
IET's vacuum truck service encompasses a broad range of essential services as well as highly-specialized capabilities. No matter what the nature or scale of the challenge you face, you can expect the expertise that makes IET the first choice for companies and institutions worldwide.

Available for:

- ▲ Furnaces
- ▲ Sumps ■ Pits ■ Tunnels
- ▲ Tanks
- ▲ Sewers
- ▲ Process Equipment
- ▲ Rail Cars & Rail Yards
- ▲ Clean Rooms
- ▲ Air Conveyance

Services Include:

- ▲ Abatement Saddle Removal
- ▲ Hazardous Waste Spills
- ▲ Solid Hazardous Waste Removal
- ▲ Industrial Tank Clean Outs
- ▲ Sludge Pit Clean Outs
- ▲ Storm Drain Clean Outs



Industrial Cleaning

Manufacturers. Refineries. Power plants. As the value of "clean" to these operations grows increasingly critical, more decision makers turn to IET for their Industrial cleaning needs.

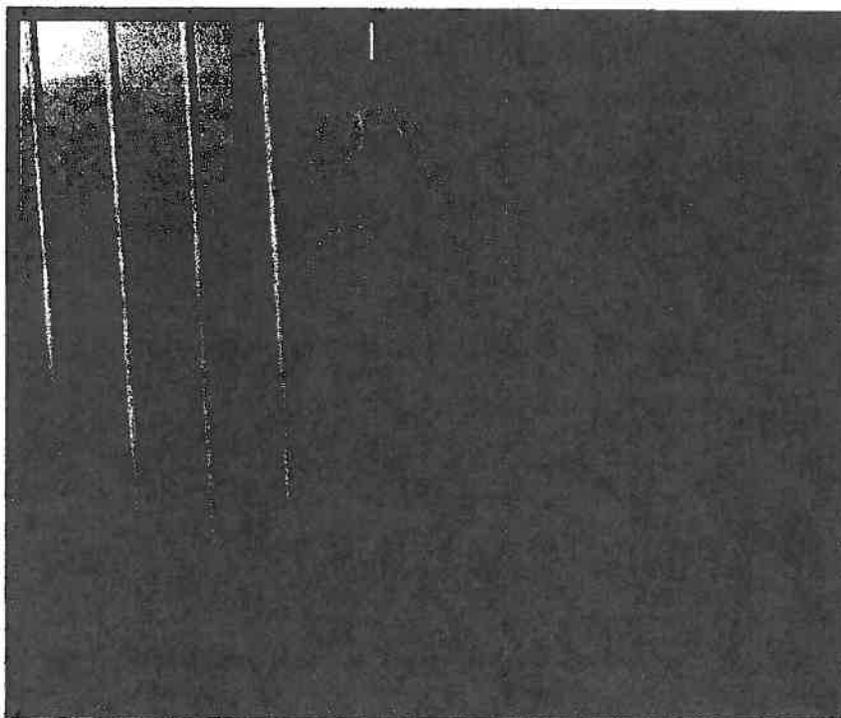
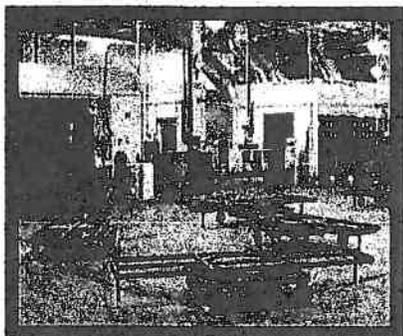
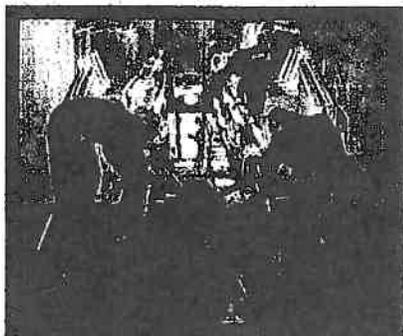
For over 20 years, we've provided the highly specialized service that industrial operations demand for clean, efficient operation. With state-of-the-art equipment, innovative solutions, and a staff averaging over 15 years of experience, IET is uniquely equipped to provide cutting-edge service—with minimal disruption to daily operations.

Services Include:

- ▲ Pressure Washing
- ▲ Cob Blasting
- ▲ Sand Blasting
- ▲ Hydro Blasting
- ▲ Stack & Duct Cleaning
- ▲ Clean Room—Deep Cleaning
- ▲ Process Oven Cleaning
- ▲ Plant Services Management



TRI-DIM FILTER CORPORATION



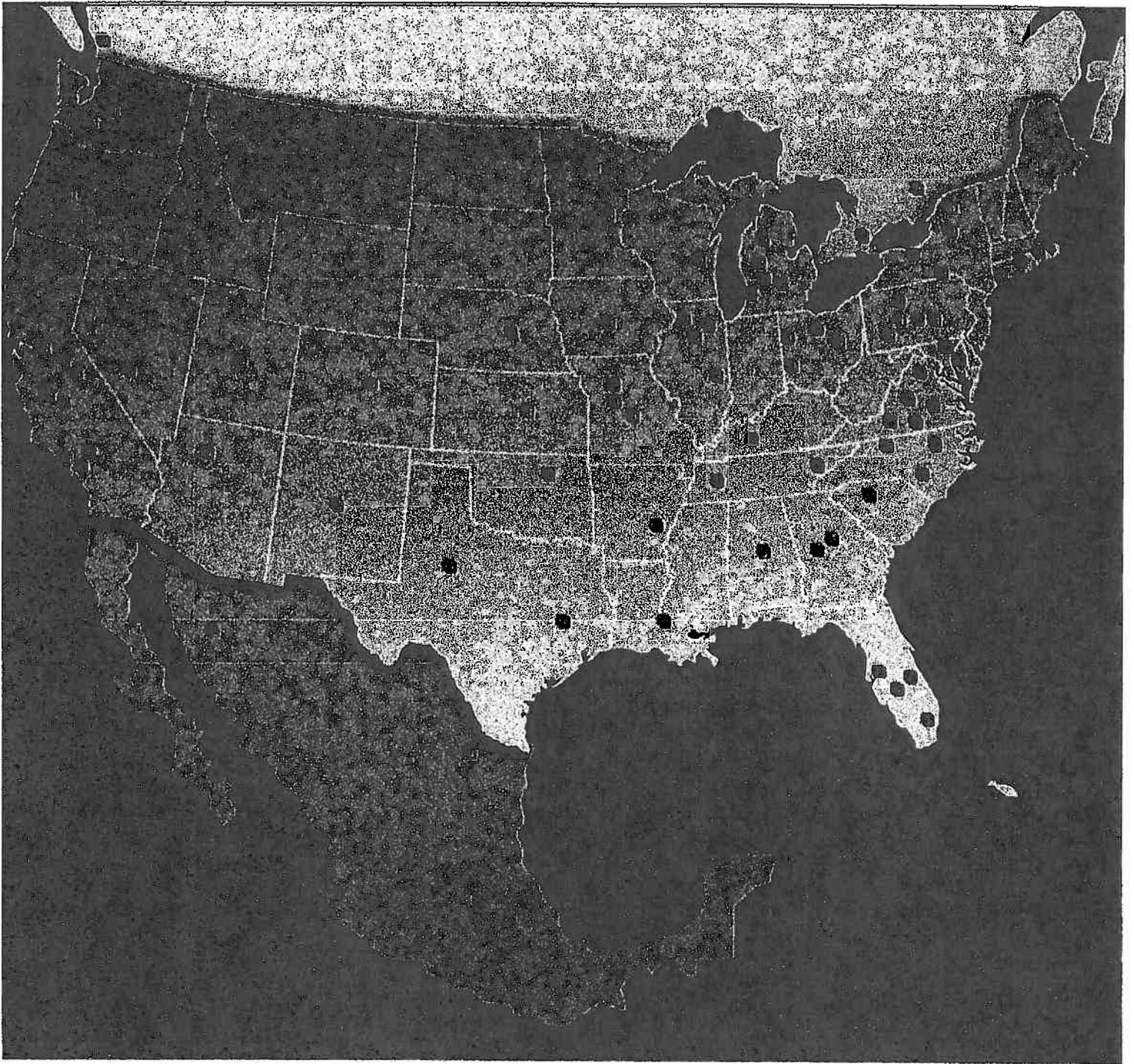
Paint Booth Services

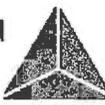
Paint booth operators know that proper cleaning and maintenance are essential to ensure maximum quality and productivity. But how do you get this maintenance with minimal interruption of workflow? By turning to the paint booth experts at IET.

Our experience working closely with paint booth operators and managers means you get the service that's needed, coordinated to let you get done the work that needs to get done.

Services Include:

- ▲ Oven and Heater Boxes
- ▲ Conveyors & Rails
- ▲ Grates/Carriers
- ▲ Booth Coatings
- ▲ Paint Booths
- ▲ Abatement Systems
- ▲ Sludge Pits
- ▲ Pre- and Post-Assembly

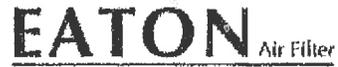


IET 
Indoor Environmental Technology Division

A division of
Tri-Dim Filter Corporation

(800) 275-4722

www.iet-tridim.com



3. RFP #151294

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 151294
PROPOSAL DUE DATE: Tuesday, September 15, 2015, 4 P.M. Local AZ Time
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: FILTER REPLACEMENT AND MAINTENANCE OF AIR
HANDLING UNITS

PRE-PROPOSAL CONFERENCE DATE: Monday, August 31, 2015
TIME: 11:00 A.M., Local AZ Time
LOCATION: City Hall, Procurement 6th Floor Conference Room,
255 W. Alameda, Tucson, AZ 85701

CONTRACT OFFICER: Bob Barton, CPM
TELEPHONE NUMBER: (520) 837-4131
Robert.Barton@tucsonaz.gov

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

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

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

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

****NOTICE****

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

PUBLISH DATE: Wednesday, August 26, 2015

I. INTRODUCTION

The City of Tucson intends to establish a contract for the routine replacement of filters on Air Handling Units (AHU) and for AHU coil cleaning at City buildings and facilities. The purpose of this contract is to ensure that airflow through AHUs is maintained at optimal levels and that clean coils contribute to system efficiency and effectiveness.

The City's Facilities and Communications Maintenance (FCM) Division provides building maintenance services at most City-owned buildings and facilities through a combination of in-house staff and contract services. Equipment covered under this contract includes some, but not all such City units. Various Facilities and Communication Maintenance Representatives will be involved in coordinating, reviewing, monitoring, evaluating, and approving Contractor work.

SCOPE

There are currently about 3,800 AHU filters (Attachment B, Filter Inventory), requiring a total of about 23,081 replacements per year at varying frequencies and about 680 coils. The equipment inventory, filter replacement, and coil cleaning requirements may increase or decrease during the term of the contract, as buildings or AHUs are added or eliminated. The AHU inventory includes a variety of manufacturers, sizes, construction, motors, age, and filter requirements. Coil cleaning will be conducted during the months of October/November/December and March/April/May based on a contracted hourly rate.

Upon request, offerors will be provided the opportunity to inspect the AHUs at several key locations (Public Safety Training Academy, Central Arizona Water Treatment Plant). However, advance pre-inspection of many or all AHUs is not practical due to the large number of locations and units. After contract award, in advance of the work at any location, an FCM Representative shall provide the necessary site tours to identify the specific locations of filters and coils.

II. AIR HANDLING UNIT FILTER REPLACEMENT

1. The Contractor shall replace AHU filters in the Filter Inventory (Attachment B). All scheduling shall be at the convenience of the City and the Contractor shall adhere to any schedule established by the FCM Representative, who will coordinate with the facilities occupant. The AHU Filter Replacement Schedule shall commence at the start of the first full calendar month after the effective date of the contract.
2. The Contractor may not alter, change, or deviate from the Filter Replacement Schedule. The City may at its discretion defer or reschedule filter replacements at any location. The City will make every effort to provide reasonable notice to the Contractor. The Contractor shall adhere to any rescheduling initiated by the City.
3. During the course of this contract, the City will evaluate optimum filter change intervals at varied locations. Increases or decreases in the filter change frequency and efficiency may be implemented in accordance with the evaluation findings and best practices.
4. The Contract shall propose the use of replacement filters that conform to the following minimal specifications Per ASHRAE 52.2, MERV Ratings 7 for the AHUs as detailed in the Filter Replacement Schedule:

Standard Filters: Reinforced Pleated Media
Minimum Efficiency Rating (MERV07): 30%

Extended Surface Rigid Cell and extended surface bag filters:
Minimum Efficiency Rating (MERV14): 90%

As part of their proposal, the Contractor shall identify the specific product(s) and manufacturer(s) to be used to satisfy the above minimum filter requirements. Prior to contract award, upon a request by the City, the offeror shall submit for examination samples of each type of filter proposed for use.

5. After the approval of the FCM Representative, the Contractor shall not change or substitute any product of any manufacturer already approved by the City without the advance, written approval of the FCM Representative. Requests for a change in product or manufacturer shall be submitted in writing to the FCM Representative no less than 30 days before the Contractor wishes to change products, unless circumstances beyond the control of the Contractor occur (such as a manufacturer ceasing to produce a product or a manufacturer discontinuing business operations). The written request shall include specific reasons for the change. A request for change in filter products shall not include a request for a price increase, unless the request is made at the time of contract renewal.
6. The Contractor shall in all cases install filters that are new, unused in any way, and free of defects.
7. The Contractor shall, on the date set for the AHUs at a building/location, arrive, complete all filter replacements, and depart the premises during the course of normal business hours (Monday through Friday 7:00 am to 4:00 pm), unless otherwise scheduled in advance by the FCM Representative.
8. Upon replacing each and every filter, the Contractor shall write in ink on the side of the filter the date of replacement in the format DD/MM/YY, and the initials of the Contractor employee performing the replacement. The Contractor shall place the filter within the cabinet so that the written date and employee initials face outward and are clearly visible when the cabinet is opened, where applicable.
9. During each and every filter replacement, the Contractor shall visually inspect the filter cabinets, doors, covers, seals and fittings. Should the Contractor find any component that shows excessive wear, lack of tight fitting, or otherwise appears to be defective or inoperable, the Contractor shall report such conditions via telephone call to the FCM Representative at the conclusion of all filter replacements at that location.
10. The FCM Representative may at any time either during or after service inspect the work of the Contractor to determine if the filter replacement adheres to Contract specifications. Acceptance of the work shall be at the sole discretion of the FCM Representative. Should the FCM Representative determine that the filter replacement work has not been completed in an acceptable manner in complete conformance with the contract; the FCM Representative shall immediately notify and direct the Contractor to redo any work. Such work shall be considered a priority and the FCM Representative shall set a specific date and time for the Contractor to redo the work. The Contractor shall adhere to any such re-do schedule.
11. The Contractor shall fully guarantee and warrant all workmanship, materials, and filters for the entire time period between filter replacements at each AHU. Should the FCM Representative find a filter to be defective, excessively dirty (within 10 days of installation), un-dated, or un-initialed, the FCM Representative shall notify the Contractor and set a specific date and time for the Contractor to replace the filter with a filter that meets the specifications of the contract. All such replacements shall be at no additional cost to the City.
12. The Contractor shall not store any new or used filters or other materials, equipment, or supplies on City premises. The Contractor shall remove old filters from City premises and dispose of them in a legal manner.

III. COIL CLEANING

1. The Contractor shall perform coil cleaning on designated AHUs when requested and as scheduled by the FCM Representative. Coil cleaning, when scheduled, shall occur during non-peaks seasons as follows:

- a. Fall – October, November, December
 - b. Spring – March, April, May
2. Coil cleaning shall be scheduled during those months by the FCM Representative on an as-needed, when needed basis based on the inventory and cleaning frequency identified by the FCM Representative. Typically, coil cleaning shall be scheduled at specific buildings and will be done so to clean all coils at that location. Coil cleaning will be scheduled in centralized geographic manner to minimize travel time. The FCM Representative will coordinate with the facilities occupants.
 3. The FCM Representative shall notify the Contractor at least 2 weeks in advance of each calendar month above to present the coil cleaning schedule for the coming calendar month. The schedule shall include the locations, building names, addresses, number of coil units, and dates and times for the cleaning. While FCM will work with the Contractor to establish mutually beneficial and convenient schedules, the work will be scheduled at the convenience of the City. The Contractor shall adhere to any such schedule.
 4. Once a schedule is established, the Contractor may not alter, change, or deviate from the schedule without the advance approval of the FCM Representative. Acceptance of schedule changes will be at the sole discretion of the FCM Representative.
 5. Upon the request of the Contractor, the FCM Representative will meet the Contractor at the designated building in advance of the work to allow the Contractor to identify the location of each coil, inspect the coils, and evaluate the time required to conduct the work.
 6. The Contractor shall, on the date(s) and time(s) set for the coil cleaning at a building/location, arrive, complete all coil cleaning scheduled for the day, and depart the premises during the course of normal business hours (Monday through Friday 7:00 am to 4:00 pm), unless otherwise scheduled by the FCM Representative.
 7. At the conclusion of coil cleaning at any specific building/location, the Contractor shall notify the FCM Representative by telephone call that all the work at a building/location is complete and ready for inspection.
 8. The FCM Representative may either at any time during the work or within 14 days after the work inspect the work of the Contractor to determine if the coil cleaning adheres to Contract specifications. Acceptance of the work shall be at the sole discretion of the FCM Representative. Should the FCM Representative determine that the coil cleaning has not been completed in an acceptable manner, in complete conformance with the contract, the FCM Representative shall immediately notify and direct the Contractor to redo any work. Such work shall be considered a priority and the FCM Representative shall set a specific date and time for the Contractor to redo the work. The Contractor shall adhere to any such re-do schedule.
 9. The Contractor coil cleaning methods and techniques shall at a minimum include the spraying of solution on coils, soaking according to the manufacturer's recommendations, rinsing coils clean with water with a hand pressure sprayer or hose end sprayer, and the vacuuming out of water and cleaning products.
 10. In advance of their use, the Contractor shall provide product information for all products used under this contract for reference to Safety Data Sheet (SDS) information. The products must receive the approval of the FCM Representative prior to their use. The Contractor shall also submit for the FCM Representative's approval, any proposed changes to products along with SDS information in advance of their propose use.

11. Contractor employees must have with them a copy of all SDS sheets at all times at the job sites for all products used at the site. All chemical product containers must be clearly labeled as to contents, and be stored properly. Unmarked bottles containing any product, chemical, cleaning agent or any other materials may not be used at any time. Upon the request of the FCM Representative, the Contractor shall immediately remove from the job site, any such unmarked containers.
12. The Contractor shall utilize proper lock-out and tag-out procedures before conducting any coil cleaning on AHUs. Prior to beginning work, the Contractor shall provide a copy of lock-out / tag-out procedures for the review and approval of the FCM Representative. The Contractor shall notify the FCM HVAC/EMCS when the AHU is to be put off-line to conduct the work, and when the work is completed so that the unit can be put back on line. The FCM Representative shall provide the FCM HVAC/EMCS contact information to the Contractor in advance of the work.
13. Certain sensitive locations and sites (Neighborhood Centers, Daycare Centers) require advance notification and coordination with on-site personnel and site visits by the FCM Representative before the Contractor begins work. The Contractor will be notified of these sites in advance by the FCM Representative. The Contractor shall not commence any work at such designated sites without the specific verbal direction of the FCM Representative, who is to coordinate with the facilities occupants.

IV. ON-CALL FILTER REPLACEMENT AND COIL CLEANING

1. The Contractor shall provide on-call filter replacement and on-call coil cleaning when requested by the FCM Representative. On-call services may be requested by the City for a variety of reasons including but not limited to excessively clogged filter due to extenuating unforeseen environmental circumstances, etc.
2. The Contractor shall be notified by telephone call by an FCM Representative of all requests for on-call repair services. The FCM Representative will provide the building, location, and filter(s) needed for the on-call service. Telephone calls shall be made by the FCM Representative to the Contractor's designated telephone number.
3. Unless the FCM Representative provides and allows a more lengthy response time for the City's convenience, the Contractor shall arrive on site to a request for on-call filter replacement within 24 hours and on-call coil cleaning within 5 business days. The time of notification shall be as documented by the City and the time of notification shall be provided by the City Representative at the time the service call is made by the City.
4. The Contractor shall immediately inform the FCM Representative by telephone call if the Contractor is unable to arrive on-site to the on-call service within the allotted time frames.
5. The Contractor shall arrive at the site location as scheduled, fully prepared to replace the filter(s) or to clean the coil(s).

V. PRICING

1. Filter Replacement Services:
 - a. Payment for Routine Filter Replacement Services shall be based on a single fixed price for replacing all filters at each facility as shown in the Filter Inventory (Attachment B), for each replacement cycle. The single fixed price shall include all Contractor expenses related to providing routine filter replacement at each facility, including labor, filters, materials, supplies, parts, mileage, travel, time, vehicles, etc.

- b. Payment for On-Call Filter Replacement Services shall be based on a single standard hourly labor rate (Price Page Attachment A) and the cost of the filter at Contractor cost without markup. The single standard hourly labor rate shall include all Contractor expenses other than the cost of the filter, including labor, materials, supplies, parts, mileage, travel, time, vehicles, etc.
2. On-Call Coil Cleaning Services: Payment for On-Call Coil Cleaning Services shall be based on a single standard hourly labor rate (Price Page Attachment A). The single standard hourly labor rate shall include all Contractor expenses related to providing coil cleaning, including labor, materials, supplies, parts, mileage, travel, time, vehicles, etc.

VI. INVOICING

Filter Replacement

The Contractor shall on a monthly basis submit a single invoice for routine Filter Replacement services completed during the previous calendar month. The invoice shall include a list of the locations receiving Filter Replacement services during the previous calendar month.

The Contractor shall submit a separate invoice for any On-Call Filter Replacements that may have occurred during the previous calendar month. The invoice shall include the location, labor hours, number of filters by type/size, and filter cost without markup.

Coil Cleaning Services

The Contractor shall on a monthly basis submit a single invoice, separate from a Filter Replacement Invoice, for Coil Cleaning Services completed during the previous calendar month.

The invoice shall include an attached copy of the Coil Cleaning Schedule provided to the Contractor with the itemized list of the buildings/locations that received coil cleaning services during the previous calendar month, the total number of labor hours per location, and the total charge per location.

Invoice Submissions:

- A. Original invoice shall be submitted by the 10th day of each month following the month the services were performed by the contractor to:

City of Tucson
Finance/Accounts Payables
PO Box 27450
Tucson, AZ 85726-7450

- B. Send an electronic copy of the invoice and supporting documentation to GSD-Payables@tucsonaz.gov for those services rendered at the request of a GSD/FCM Representative to the General Services Department (FCM Division).

VII. GENERAL REQUIREMENTS

In performing services under this contract, the Contractor and its technicians, workers, employees, and sub-contractors shall:

Contractor Expertise, Knowledge, and Training

- A. Maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required work.
- B. Consult with the FCM Representatives as necessary or upon request to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise, and consult.
- C. Utilize manufacturer's recommended or required specifications and procedures in place when this contract commences and those changes to manufacturer's recommended or required maintenance or repair procedures that may occur during the term of this contract.
- D. Provide written notification to the FCM Representative within 30 business days of any changes to manufacturer's required or recommended maintenance or repair procedures. Such changes shall automatically and instantly become part of this contract, shall not result in increased cost to the City or decreased cost to the Contractor, and shall not result in additional cost to the City at the time of their implementation but may be considered as part of annual contract renewal.

Contractor Preparation and Mandatory Contract Review Meeting

- A. Be fully knowledgeable of and understand all contract requirements and specifications before commencing any work and at all times thereafter.
- B. Participate in a mandatory Contract Review Meeting with FCM Representatives, to be scheduled by the FCM Contract Superintendent. This mandatory meeting shall be held after contract award but before the Contractor begins providing services. The purpose of the Contract Review Meeting is to ensure that all parties fully understand and agree to all contract requirements before services commence and to obtain clarifications and preclude future misunderstandings. The Contractor and Contractor representatives shall use this meeting to verify scheduling and receive clarification regarding any contract requirements. Any requirements that are not discussed in this meeting shall not relieve the Contractor of any responsibility under this contract.
- C. Have with them at all times a copy of the contract specifications and requirements.

Employees

- A. Assign work to Contractor employees who are fully trained and qualified to perform work, and provide evidence of their qualifications and training upon request.
- B. Utilize only individuals to work on this contract who have successfully completed a background investigation conducted by the Tucson Police Department. The Contractor shall submit the names of individuals the Contractor intends to perform work to the FCM Contract Representative. Individuals shall not perform work until the FCM Contract Representative notifies the Contractor of successful completion of the background investigation. The FCM Contract Representative will notify the Contractor of the results of the background investigation as either 'Pass' or 'Fail.' No other information will be provided. The Contractor shall not assign work to individuals who have failed the criminal background investigation. Personnel may begin work only after the background investigation is complete and the FCM Contract Representative has notified the Contractor. Criminal background investigations are conducted at no cost to the Contractor.
- C. Designate at least one individual to act in a management capacity. The individual(s) shall be responsible for, and have authority to act in overseeing and supervising Contractor employees and workers, be available at the request of the City to inspect and discuss work, to resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative

shall be available at all times via telephone and shall be able to respond within 24 hours to requests for meetings or consultations, and within 2 hours to emergencies as determined by the FCM Contract Representative.

- D. Ensure that all employees and personnel wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee.
- E. Ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful, and constructive communication with the FCM Representatives, other City staff, and the public.
- F. Ensure that all Contractor employees and personnel, while working at City buildings and sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.
- G. Remove immediately and permanently from assignment to this contract any Contractor employee who is determined by the FCM Representative to be incompetent, abusive, disorderly, disruptive, uncooperative, ineffective, intoxicated, in possession of or under the influence of any illegal substance, in possession of weapons, firearms, explosives, or dangerous substances, or is otherwise determined to be generally ineffective. The FCM Contract Representative will rely on his or her own observations of the employee's work performance, work products, or resulting system performance, and the input of other City employees or citizens in making a determination. The City reserves the right to have Contractor employees removed with the assistance of contract security or the Tucson Police Department and therefore the individual may be subject to arrest and criminal prosecution. The City reserves the right to have a contractor employee removed at the City's sole discretion.

Key Personnel

- A. It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- B. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the City.
- C. If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

Legal and Regulatory Requirements

- A. Be fully knowledgeable of, and fully comply with, all laws, regulations, building and construction codes, manufacturer specifications and instructions, accepted and recognized industry work practices and standards, safety practices and procedures, and any other relevant requirement, guideline, standard, or instruction.
- B. Be knowledgeable of, obtain, and maintain during the term of this contract any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the FCM Representative upon request.
- C. Pay all taxes, charges, and fees that may be necessary or required.

- D. Conduct all work in strict and absolute adherence to all applicable professional and legal safety standards and requirements, particularly Occupational Safety and Health Administration (OSHA) requirements.

Materials and Logistics

- A. Maintain a permanent, local Tucson metropolitan area business presence and physical business address, and employee locally residing technicians fully capable of performing all services.
- B. Be on-call and available to receive service calls at all times.
- C. Provide all necessary labor, materials, equipment, supplies, tools, vehicles, chemicals, necessary to complete all work. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by the FCM Representative.
- D. Provide materials and workmanship that is of the highest industry standards. Materials purchased by the City through this contract shall be new and subject to inspection and approval by the City Representative prior to delivery or installation.
- E. Use new materials and parts that are of the standard grade for the intended purpose, that meet NADCA standard 2013, Section 4. In the event that new material or parts are not immediately available, the Contractor shall obtain approval from the FCM Representative for the temporary use of rebuilt or reconditioned materials or parts while new materials and parts are obtained.
- F. Provide storage and office space for all supplies, vehicles, materials, and equipment at the Contractor's own facilities, and not use City facilities for office space or storage, unless specifically specified elsewhere in this contract.
- G. Clean-up and dispose of off-site all work-related refuse, materials, chemicals, or other items at no additional cost to the City, in full compliance with all legal and regulatory requirements.
- H. Avoid incidental structural damages and repair at no cost to the City any damage caused by the Contractor or its employees within 24 hours, or earlier if the damage is determined by City representatives to be of an emergency nature. Repairs shall be completed to the full satisfaction and acceptance of the appropriate City representative.
- I. Receive and be responsible for City issued keys and badges that may be assigned by the FCM. Contractor employees shall be required to sign for each key and badge issued to them by the City. The Contractor shall be required to pay \$100 for each key lost by the Contractor's personnel. If a breach in security results from the loss of keys requiring that locks be changed or re-keyed, the Contractor will be responsible for the associated actual costs.

Guarantees and Warranties

- A. Fully and unconditionally guarantee all workmanship, materials, supplies, and filters for the entire period between each filter replacement cycle.
- B. Accept and respond to all requests for warranty-related inspection, assessment, and work within 24 hours after notice by the City Representative and at no additional cost to the City.

VIII. FCM REPRESENTATIVE RESPONSIBILITIES

The Facilities and Communication Maintenance Division will designate one or more FCM Representatives to assist with and oversee Contractor work. The FCM Representative shall:

- A. Coordinate and schedule work with the Contractor and meet the Contractor at work sites and buildings as necessary to facilitate and monitor the Contractor's work.
- B. Monitor Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and to ensure overall contract compliance.
- C. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should Contractor assigned keys be lost.
- D. Consult with the Contractor in advance and during the course of work to ensure the work progresses and is completed to the full satisfaction of the City.
- E. Consult with manufacturer representatives to verify proper product uses and application when necessary.
- F. Conduct unannounced periodic inspections of the Contractor's work at any time.
- G. Independently inspect and test any materials, parts, equipment or performance to ensure the proper performance of units.
- H. Direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions, and request warranty work.
- I. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.
- J. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

IX. MONITORING CONTRACT COMPLIANCE

The Facilities and Communication Maintenance Division will utilize a contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

Facilities and Communication Maintenance Management Responsibilities For Monitoring Contract Compliance

The Contractors primary contacts within the Facilities and Communication Maintenance Division shall be:

FCM Representative(s): Responsible for routine direct coordination with Contractor, requesting service calls, providing or coordinating access to units by the Contractor Technician when necessary, providing technical assistance, support, monitoring of Contractor performance, discussion and resolution of performance problems.

FCM Contract Superintendent (Contract Administration): Designated as the City's Contract Representative, responsible for overall contract administration and compliance, documenting contractor performance, and coordination with the City's Procurement Department.

Monitoring Contractor Performance

Facilities and Communication Maintenance Division will utilize the following steps when monitoring Contractor performance:

- A. **On-Site Monitoring**: The FCM Representative shall monitor Contractor performance at any time during any service calls, through the use of observation, discussion, and technical assistance, and may use the contract, personal expertise and judgment, inspection, observation and independent testing to draw conclusions about the performance of the Contractor.
- B. **Inspection of Equipment, Parts, Materials, and Supplies**: The FCM may conduct inspection or testing of any and all equipment, parts, materials, or provided by the Contractor to verify contract requirements regarding compliance with manufacturer's specifications.
- C. **Equipment Testing and Performance**: The FCM Representative may independently test, or have tested by an outside third party, components that have been repaired or replaced by the Contractor Technician to verify equipment specification and performance. The performance of units repaired or replaced by the Contractor shall be key indicator of Contractor effectiveness.
- D. **Independent Inspection or Audit**: Notwithstanding any other audit clause in this contract, the FCM Contract Superintendent may at any time conduct a review, inspection or audit of the Contractor's work or performance related to any contract requirement.
- E. **Documentation of Performance Monitoring Results**: FCM Contract Superintendent shall provide the results of any contract monitoring activities or tests, either verbally or in writing, to the Contractor.

Correcting Contractor Performance

The Contractor will adhere to and cooperate with the following process and steps to document and correct performance issues. These steps will be in addition to any other standard contractual remedies. It is the intent of these steps to resolve performance related matters to the full satisfaction of FCM Management, thereby ensuring that the interests of the City are protected.

- A. **Informal Discussion**: The FCM Representative shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with the on-site Contractor employee. Matters unresolved will be forwarded to the FCM Contract Superintendent (Contract Administration).
- B. **Notification to FCM Management**: If in the judgment of the FCM Representative the performance issue is of a repetitive, serious or critical nature, or a first level information discussion has not resolved a non-critical issue, the FCM Representative shall notify the FCM Contract Superintendent.
- C. **Reporting Deficient Performance to the Contractor**: The FCM Contract Superintendent will forward copies of written performance comments to the designated Contractor Representative, requesting follow-up action on the part of the Contractor Representative to resolve the performance matter.
- D. **Consultation with the Contractor**: The Contractor's designated management representative shall at the request of the Contract Superintendent meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

- E. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Tucson Procurement Department for remedy.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

City: The City of Tucson, Arizona

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

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

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

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

May: Indicates something that is not mandatory but permissible.

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

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

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

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

- 5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
- 6. PREPARATION OF PROPOSAL:**
- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
 - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 3 copies (4 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Tucson's Department of Procurement clock. Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 23. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed

within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

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

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

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

A. Price

1. Complete the On-Call Filter Replacement / Coil Cleaning Hourly Rate price proposal: Attachment A.
2. Complete Attachment B. The offerer should use the worksheet available on the City of Tucson Bid Opportunity website posted with the FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS solicitation documents.

B. Qualifications and Experience

1. Provide a general overview of your company, including company location, number of years in business, and number of employees.
2. Provide a description of the company and the company's experience in replacing filters and cleaning coils on Air Handling Units.
3. Provide the names and contact information (agency, contact name, title, phone number and email address) of at least two (2) references to whom the company has provided similar services. Also, include the number of facilities and air handling units responsible for.
4. Provide the names and resumes of key company officers, to include contact information, certifications and licenses of the designated company representative, including levels of training, certifications received, descriptions of their experience, expertise and the number of contracts/projects that they are currently the designated contact person.
5. Provide the names of employees who will perform work on this contract, and include summary resumes, levels of training, certifications received, and descriptions of their experience and expertise.
6. Provide the name, title and contact information for the person who will be FCM's main point of contact.
7. List and provide documentation of all contractors' licenses held by Contractor. Indicate if the company or qualifying party's contractor's license has been suspended or revoked, and how the matter was resolved.

7. List and provide documentation of the licenses of any critical subcontractors if subcontractors will be used.
8. Are you currently, or have you ever, been involved in litigation, bankruptcy proceedings, reorganization, etc? If so, please describe your involvement in these.
9. Describe how your firm ensures all employees are kept up to date on industry standards, training, certifications and information.

C. Method of Approach

1. Demonstrate and describe your firm's understanding of the requirements listed in the Scope of Work and your firm's proposed approach to organizing, managing and successfully completing the work described in the Scope of Work.
2. Describe how the company and its employees will satisfy contract requirements, including descriptive information about company human, vehicle, and equipment resources, parts availability and storage, access to component manufactures, and other information essential to performance of the work.
3. Provide information about the company's approach, methods, and techniques for the cleaning of AHU coils. List the steps, techniques, procedures, and methods the Contractor proposes to implement for the cleaning of coils. Include sufficient detail for an evaluation of the thoroughness of the proposed procedures.
3. Provide Safety Data Sheets (SDS) for all products intended for use in this contract.
4. Identify if subcontracts will be utilized for services under this contract.
5. Provide your firm's proposed coil cleaning methods and techniques on a step by step basis. The proposed methods shall at a minimum include the spraying of solution on coils, soaking according to the manufacturer's recommendations, rinsing coils clean with water with a hand pressure sprayer or hose end sprayer, and the vacuuming out of water and cleaning products. Your firm may propose other cleaning techniques in addition to the minimum requirements.
6. Provide a sample invoice.
7. Provide a copy of lock-out / tag-out procedures.

III. GENERAL

A. Shortlist:

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

B. Interviews:

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

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

C. Additional Investigations:

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

D. Prior Experience:

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

E. Multiple Awards:

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

SPECIAL TERMS AND CONDITIONS

1. INSURANCE: The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

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

- D. **ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:
 1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
 2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

- F. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.
2. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional two-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
3. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
4. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

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

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

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

A wage of no less than \$10.39 per hour (with health benefits being provided to employees); or
A wage of no less than \$11.62 per hour (without health benefits being provided to employees); and If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee's health benefits premium.

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

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

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

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

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

Records for Wage Requirement:

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

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

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

- 6. KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract.
- 7. USE BY MANAGEMENT COMPANIES ON CITY FACILITY:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, companies having management and oversight responsibilities of City facilities established through a City of Tucson contract, may establish contracts with the Contractor under terms of this contract.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
Robert.Barton@tucsonaz.gov

REQUEST FOR PROPOSAL NO. 151294
Page 24 of 31
CONTRACT OFFICER: ROBERT BARTON, CPM
PH: (520) 837-4131 / FAX: (520) 791-4735

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating management company. Payment for purchases made under this agreement will be the sole responsibility of each management company. The City shall not be responsible for any disputes arising out of transactions made by others.

STANDARD TERMS AND CONDITIONS

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

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

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
14. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
15. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

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

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

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party

in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 17. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 18. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 19. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson. Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54.4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty
- 20. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

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

- 21. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 22. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this

agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

23. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
24. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
25. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
26. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
27. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
28. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

Tri-Dim Filter Corporation
Company Name

2252 N. 23rd Drive
Address

Phoenix, AZ 85009
City State Zip

Signature of Person Authorized to Sign

Adam Schwartz
Printed Name

District Sales Manager
Title

Name: Adam Schwartz

Title: District Sales Manager

Phone: 602-253-6700

cell - 602-616-1142

Fax: 602-253-2122

E-mail: a.schwartz@tridim.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 151294.

Approved as to form this _____ day of _____, 2015.

CITY OF TUCSON, a municipal corporation

Awarded this _____ day of _____, 2015.

As Tucson City Attorney and not personally

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

REQUEST FOR PROPOSAL NO. 151294

FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

ATTACHMENT A

ON-CALL FILTER REPLACEMENT / COIL CLEANING SERVICE HOURLY RATE PRICE PAGE

PRICE PAGE
FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

ON-CALL FILTER REPLACEMENT / COIL CLEANING HOURLY RATES:

Regular Hours \$ \$33.00 /Hour

Definitions of Terms:

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

New Year's Day
Memorial Day
Labor Day
Christmas Day

Martin Luther King Jr. Day
Independence Day
Veteran's Day

President's Day
Cesar Chavez Day
Thanksgiving Day

PROMPT PAYMENT DISCOUNT: As stated in the Instructions to Offerors, Item 7- Payment Discounts, the price(s) quoted herein can be discounted by 2% %, if payment is made within 21 days.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining award.

CREDIT CARD PAYMENT:

Will payment be accepted via commercial credit card? Yes No

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

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

c. If yes, indicate the flat fee per transaction \$ 0 (as allowable, per Section 5.2.E of Visa Operating Regulations).

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

COOPERATIVE PURCHASING PROGRAM:

Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

Yes No If yes, state proposed percentage: %

REQUEST FOR PROPOSAL NO. 151294

FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

ATTACHMENT B

2015 AIR HANDLER UNIT (AHU) / FILTER LIST WITH PRICING LINE

- Vendors should use the on-line price sheet posted with the RFP 151294 bid documents for preparation of the filter replacement pricing.

(http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum)

**RFP 151294 NEGOTIATION PRICE PAGE
FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS**

ON-CALL FILTER REPLACEMENT / COIL CLEANING HOURLY RATES:

Regular Hours \$30.00/Hour

Definitions of Terms:

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

New Year's Day
Memorial Day
Labor Day
Christmas Day

Martin Luther King Jr. Day
Independence Day
Veteran's Day

President's Day
Cesar Chavez Day
Thanksgiving Day



Signature of Person Authorized to Sign

Adam Schwartz
Printed Name

District Sales Manager
Title

10/05/2015
Date

SITE/DEPT.	EQUIP. LOC.	AHU	Filter Size	MERV Rating	Filter Per Unit	Replacements Per Year	Total Annual Replacements	Cost Per Filter Unit	Total Annual Cost
WATER									
CAP Computer	Mechanical	Liebert	24x24x4	min. 7	4	6	24	\$6.08	\$145.92
	Mechanical	Liebert	16x25x4	min. 7	2	6	12	\$5.45	\$65.40
			20x25x4	min. 7	3	6	18	\$6.22	\$111.96
CAP Office	Trailer	Rheem	21x24x1	min. 7	1	6	6	\$6.55	\$39.30
	Trailer #1	Armstrong	20X25X1	min. 7	1	6	6	\$4.74	\$28.44
	Trailer	Trane	16x25x1	min. 7	2	6	12	\$4.56	\$54.72
						0	0	\$0.00	\$0.00
CAP Raw Water	Roof	Trane	16x25x1	min. 7	3	6	18	\$4.56	\$82.08
	Roof	Trane	16x25x1	min. 7	3	6	18	\$4.56	\$82.08
Cap Ozone	Mechanical	Trane	16x25x1	min. 7	3	6	18	\$4.56	\$82.08
	Mechanical	Trane	16x25x1	min. 7	3	6	18	\$4.56	\$82.08
	Elec. Rm		15x20x2	min. 7	8	6	48	\$4.29	\$205.92
CAP Admin	Mechanical	Trane	20x20x2	min. 7	6	6	36	\$4.47	\$160.92
	Mechanical	Trane	16x25x2	min. 7	18	6	108	\$4.47	\$482.76
	Mechanical	Trane	20x25x2	min. 7	20	6	120	\$4.64	\$556.80
	Mechanical return	Pkg	20x25x2	min. 7	10	6	60	\$4.64	\$278.40
	Roof	Rkg	14x20x1	min. 7	1	6	6	\$4.47	\$26.82
			16x20x1	min. 7	4	6	24	\$4.42	\$106.08
CAVSARP								\$0.00	\$0.00
		Carrier	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
			16x25x2	min. 7	2	6	12	\$4.47	\$53.64
18th Street Water Bldg. #1									\$0.00
	Roof	Rheem	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
	Mechanical	Coleman	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Mechanical	Rheem	16x20x2	min. 7	4	6	24	\$4.29	\$102.96

WTR ESSCplx		16x25x2	min. 7	3	6	3	\$4.47	\$13.41
	McQuay	16x25x2	min. 7	20	6	120	\$4.47	\$0.00
WTR Adm La Entrada	Trane	16x20x2	min. 7	82	6	492	\$4.29	\$2,110.68
	Carrier	24x24x2	min. 7	6	6	36	\$4.96	\$178.56
		14x25x2	min. 7	1	6	6	\$4.47	\$26.82
		15x20x2	min. 7	2	6	12	\$4.29	\$51.48
								\$0.00
TOPSC Bldg. #1	Mechanical	24x24x2	min. 7	24	6	144	\$4.96	\$714.24
		*Bag Type Filter	min. 7	24	6	144	\$22.34	\$3,216.96
		Carrier	min. 7	2	6	12	\$4.64	\$55.68
	Roof	Carrier	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	min. 7	3	6	18	\$4.64	\$83.52
	Roof	Trane	min. 7	2	6	12	\$4.29	\$51.48
	Roof	Trane	min. 7	3	6	18	\$4.56	\$82.08
	Roof	Carrier	min. 7	3	6	18	\$4.56	\$82.08
	Roof	Carrier	min. 7	4	6	24	\$4.47	\$107.28
	Ceiling	Carrier	min. 7	2	6	12	\$9.02	\$108.24
Bldg. #2	Roof	16x25x2	min. 7	6	6	36	\$4.47	\$160.92
	Mechanical	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	16x25x2	min. 7	3	6	18	\$4.47	\$80.46
	Mechanical	16x20x2	min. 7	6	6	36	\$4.29	\$154.44
		20x20x2	min. 7	6	6	36	\$4.47	\$160.92
	Mechanical	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
	Mechanical	20x25x2	min. 7	6	6	36	\$4.64	\$167.04
	Mechanical	20x25x2	min. 7	4	6	24	\$4.64	\$111.36
	Mechanical	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	20x20x2	min. 7	2	6	12	\$4.47	\$53.64
Roof	Trane	min. 7	2	6	12	\$4.47	\$53.64	
	Trane	20x20x2	min. 7	2	6	12	\$4.47	\$53.64
	Trane	20x20x2	min. 7	2	6	12	\$4.47	\$53.64

Bldg. #2 Fleet Offices	Mechanical	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Fleet Heaters			24x24x2	min. 7	1	6	6	\$4.96	\$29.76
			20x20x2	min. 7	75	3	225	\$4.47	\$1,005.75
									\$0.00
Bldg. #2 pc win mux room									
911 PCWIN	Mechanical	Governair	20x25x2	min. 7	4	6	24	\$4.64	\$111.36
	TFD		24x24x2	min. 7	6	6	36	\$4.96	\$178.56
	Mechanical		12x24x2	min. 7	2	6	12	\$4.24	\$50.88
	TFD		24x24x2	min. 7	6	6	36	\$4.96	\$178.56
	Outside		12x24x2	min. 7	2	6	12	\$4.24	\$50.88
	TPD		24x24x2	min. 7	4	6	24	\$4.96	\$119.04
			12x24x2	min. 7	2	6	12	\$4.24	\$50.88
*Extended surface rigid filter	Mechanical	Governair	24X24X12	14	6	6	36	\$73.40	\$2,642.40
	TFD		12X24X12	14	2	6	12	\$54.86	\$658.32
*Extended surface rigid filter	Outside	Governair	24X24X12	14	4	6	24	\$73.40	\$1,761.60
	TPD		12X24X12	14	2	6	12	\$54.86	\$658.32
									\$0.00
Bldg. #3	Ceiling	Carrier	16x20x1	min. 7	1	6	6	\$4.42	\$26.52
	Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
									\$0.00
Bldg. #5	Ceiling	Carrier	12x25x2	min. 7	4	6	24	\$6.12	\$146.88
			16X25X2	min. 7	4	6	24	\$4.47	\$107.28
									\$0.00
Bldg. #7	Roof	Rheem	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
									\$0.00
Bldg. #9	Roof	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
			16x202	min. 7	1	6	1	\$4.29	\$4.29
									\$0.00
Bldg. #6	Mechanical	Carrier	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Trane	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Ceiling	Trane	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Trane	18x24x2	min. 7	1	6	6	\$4.56	\$27.36

Ceiling	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
Ceiling	Carrier	24x24x1	min. 7	1	6	6	\$4.92	\$29.52
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
Ceiling	Carrier	16x25x1	min. 7	1	6	6	\$4.56	\$27.36
Ceiling	Carrier	20x24x1	min. 7	1	6	6	\$4.87	\$29.22
Ceiling	Carrier	24x24x1	min. 7	1	6	6	\$4.92	\$29.52
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
Ceiling	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68

Randolph Community	Mechanical	Trane	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Trane	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
Mechanical	Trane	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
		16x20x2	min. 7	17	6	102	\$4.47	\$455.94

Randolph Arts & Crane	Roof	Carrier	min. 7	2	6	12	\$4.47	\$53.64
Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96

Randolph Cultural	Roof	Carrier	min. 7	4	6	24	\$4.29	\$102.96
Mechanical	Trane	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Roof	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
Roof	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Roof	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64

	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mecanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mecanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
Randolph Pottery	Mechanical	Trane	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
			16x20x2	min. 7	4	6	24	\$4.29	\$102.96
Randolph Sports Trailer	Outside	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
	Outside	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Randolph Tennis	Mechanical	York	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
South Bldg.	Roof	Pkg.	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
			20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Reid Therapudics	Mechanical	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
	Ceiling	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Mechanical	Carrier	16x20x1	min. 7	2	6	12	\$4.42	\$53.04
	Mechanical	Carrier	20x22x2	min. 7	12	6	72	\$6.62	\$476.64
	Mechanical	Carrier	20x22x2	min. 7	1	6	6	\$6.62	\$39.72
	Mechanical	Trane	24x24x4	min. 7	1	6	6	\$6.08	\$36.48
	Mechanical	Carrier	16x24x4	min. 7	1	6	6	\$6.07	\$36.42
	Mechanical	Carrier	16x22x2	min. 7	1	6	6	\$6.12	\$36.72
	Mechanical	Carrier	22x24x2	min. 7	1	6	6	\$7.32	\$43.92
Parks Admin	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Rudd	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Heil	20x25x1	min. 7	2	6	12	\$4.74	\$56.88
	Roof	Heil	20x25x1	min. 7	2	6	12	\$4.74	\$56.88
	Roof	Heil	20x25x1	min. 7	2	6	12	\$4.74	\$56.88

BSU / K9 section	Roof	18X24X2	min. 7	32	6	192	\$4.56	\$875.52
	Roof	20X25X2	min. 7	4	6	24	\$4.64	\$111.36
	Roof	18X20X2	min. 7	8	6	48	\$4.47	\$214.56
	Roof	24X24X1	min. 7	1	6	6	\$4.64	\$27.84
								\$0.00
Crime Lab	Mechanical	16X20X2	min. 7	6	6	36	\$4.29	\$154.44
	Mechanical	20X20X2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	20X24X2	min. 7	40	6	240	\$4.60	\$1,104.00
		12X24X2	min. 7	4	6	24	\$4.24	\$101.76
								\$0.00
*Extended surface rigid filter		24X24X12	14	40	2	80	\$73.40	\$5,872.00
*Extended surface rigid filter		12X24X12	14	4	2	8	\$54.86	\$438.88
								\$0.00
—	EPIC	18X18X2	min. 7	114	6	684	\$6.12	\$4,186.08
		24X24X1	min. 7	2	6	12	\$4.64	\$55.68
		16X16X2	min. 7	4	6	24	\$4.48	\$107.52
		20X25X2	min. 7	8	6	48	\$4.64	\$222.72
		24X24X2	min. 7	8	6	48	\$4.96	\$238.08
								\$0.00
*Extended surface rigid filter		24X24X12	14	8	2	16	\$73.40	\$1,174.40
								\$0.00
Santa Cruz Police	Mechanical	16x25x2	min. 7	18	6	108	\$4.47	\$482.76
	Mechanical	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
	Mechanical	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
	Mechanical	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
		20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Mechanical	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Public Safety Training	Mechanical	16x25x2	min. 7	12	6	72	\$4.47	\$321.84
	Mechanical	20x20x2	min. 7	24	6	144	\$4.47	\$643.68

	Mechanical	McQuay	20x25x2	min. 7	10	6	60	\$4.64	\$278.40
	Mechanical	McQuay	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
	Mechanical	McQuay	18x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Ceiling	Carrier	20x25x2	min. 7	10	6	60	\$4.64	\$278.40
	Ceiling	Carrier	16x20x2	min. 7	2	6	12	\$4.29	\$51.48
	Ceiling	Enviro Tee	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
	Ceiling	Enviro Tee	18x24x1	min. 7	1	6	6	\$4.87	\$29.22
	Ceiling	Enviro Tee	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
	Ceiling	Enviro Tee	18x24x1	min. 7	1	6	6	\$4.87	\$29.22
	Mechanical	Carrier	16x25x2	min. 7	8	6	48	\$4.47	\$214.56
	Ceiling	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
	Ceiling	Carrier	16x20x2	min. 7	1	6	6	\$4.29	\$25.74
	Ceiling	Carrier	18x24x1	min. 7	1	6	6	\$4.87	\$29.22
PSTA Transmitter PCWIN			16x25x2	min. 7	4	6	24	\$4.47	\$107.28
Dorm facility	Bedrooms	NA	20x20x2	min. 7	22	6	132	\$4.47	\$590.04
	Rm 152A-NE		8.5x20x1	min. 7	1	6	6	\$5.62	\$33.72
	104A-NW		8.5x20x1	min. 7	1	6	6	\$5.62	\$33.72
	Hallway B side		9x30x1	min. 7	1	6	6	\$8.74	\$52.44
	Hallway A side		9x30x1	min. 7	1	6	6	\$8.74	\$52.44
	Storage hallway		18x25x1	min. 7	1	6	6	\$4.87	\$29.22
Firing Range	Shoothouse		20x20x1	min. 7	2	6	12	\$4.56	\$54.72
Central Plant	Rm 704A		60x10x1	min. 7	1	6	6	\$12.29	\$73.74
Class Rm 100	Comm Rm		10x40x1	min. 7	1	6	6	\$9.02	\$54.12
Class Rm 200	Comm Rm		10x40x1	min. 7	1	6	6	\$9.02	\$54.12
Admin	Video Rm 11		20x20x1	min. 7	1	6	6	\$4.56	\$27.36
Physical Training E. door	Comm Rm		20x25x2	min. 7	12	6	72	\$4.64	\$334.08

**Neighborhood
Centers**

Archer Center	Mechanical	Carrier American	16x25x2	min. 7	16	6	96	\$4.47	\$429.12
	Mechanical	Standard American	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Standard	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x24x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Carrier	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
Adaptive Rec	Mechanical	Des Champs	20x20x2	min. 7	16	6	96	\$4.47	\$429.12
	Mechanical	Magic Aire	24x24x2	min. 7	2	6	12	\$4.96	\$59.52
	Mechanical	Venmor	16x25x2	min. 7	8	6	48	\$4.47	\$214.56
	Mechanical	Des Champs	20x20x2	min. 7	16	6	96	\$4.47	\$429.12
	Vericeil		16x25x12	min. 7	8	6	48	\$67.06	\$3,218.88
Balboa Park	Roof	Rheem	24x24x1	min. 7	1	6	6	\$4.92	\$29.52
	Roof	Rheem	24x24x1	min. 7	1	6	6	\$4.92	\$29.52
	Roof	Rheem	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Armory Center	Ceiling	Carrier	16x25x2	min. 7	6	6	36	\$4.47	\$160.92
	Ceiling	Carrier	16x25x2	min. 7	6	6	36	\$4.47	\$160.92
	Ceiling	Bohn	20x20x2	min. 7	9	6	54	\$4.47	\$241.38
	Ceiling	Bohn	20x20x2	min. 7	8	6	48	\$4.47	\$214.56
	Ceiling	Bohn	20x25x2	min. 7	12	6	72	\$4.64	\$334.08
	Ceiling	Bohn	20x20x2	min. 7	3	6	18	\$4.47	\$80.46
	Ceiling	Bohn	20x25x2	min. 7	6	6	36	\$4.64	\$167.04

El Rio Center	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Roof	Carrier	20x25x2	min. 7	4	6	24	\$4.64	\$111.36
	Roof	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	20x25x2	min. 7	4	6	24	\$4.64	\$111.36
	Roof	Carrier	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
	Roof	Carrier	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
	Roof	Carrier	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	18x25x1	min. 7	1	6	6	\$4.87	\$29.22
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Freedom Park	Mechanical	Trane	16x20x2	min. 7	16	6	96	\$4.29
Mechanical		Trane	20x25x2	min. 7	4	6	24	\$4.64	\$111.36
Mechanical		Trane	20x24x2	min. 7	4	6	24	\$4.60	\$110.40
Jacobs Park	Mechanical	Magic Aire	20x25x2	min. 7	3	6	18	\$4.64	\$83.52
	Mechanical	Carrier	20x25x2	min. 7	3	6	18	\$4.64	\$83.52
	Roof	Carrier	23x29x2	min. 7	1	6	6	\$10.02	\$60.12
	Roof	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
	Roof	Rheem	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Rheem	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
Roof	Rheem	24x25x2	min. 7	1	6	6	\$7.32	\$43.92	

	Mechanical	Carrier	16x25x2	min. 7	4	6	24	\$4.47	\$107.28	
McCormick Y	Ceiling	Carrier	20x20x2	min. 7	1	6	6	\$4.47	\$26.82	
	Ceiling	Carrier	20x20x2	min. 7	1	6	6	\$4.47	\$26.82	
	Ceiling	Carrier	20x20x2	min. 7	1	6	6	\$4.47	\$26.82	
	Mechanical	Trane	20x20x2	min. 7	2	6	12	\$4.47	\$53.64	
		Trane	20x25x2	min. 7	6	6	36	\$4.64	\$167.04	
		Trane	16x20x2	min. 7	2	6	12	\$4.29	\$51.48	
		Trane	16x25x2	min. 7	6	6	36	\$4.47	\$160.92	
	Roof	Rheem	17x17x2	min. 7	6	6	36	\$5.90	\$212.40	
Mulchay Y	Mechanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.47	\$80.46	
	Mechanical	Magic Aire	20x24x2	min. 7	1	6	6	\$4.60	\$27.60	
	Mechanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.47	\$80.46	
	Mechanical	Magic Aire	16x25x2	min. 7	2	6	12	\$4.47	\$53.64	
	Mechanical	Magic Aire	20x24x2	min. 7	1	6	6	\$4.60	\$27.60	
	Mechanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.47	\$80.46	
	Northwest Gym	Roof	Trane	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
		Roof	Trane	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
Roof		Trane	16x25x2	min. 7	4	6	24	\$4.47	\$107.28	
Roof		Trane	16x25x2	min. 7	4	6	24	\$4.47	\$107.28	
Northwest Center		Roof	Trane	20x25x2	min. 7	4	6	24	\$4.64	\$111.36
		Roof	Trane	18x24x2	min. 7	4	6	24	\$4.56	\$109.44
		Roof	Trane	20x25x2	min. 7	6	6	36	\$4.64	\$167.04
		Roof	Trane	18x24x2	min. 7	4	6	24	\$4.56	\$109.44
	Mecanical	Magic Aire	16x25x2	min. 7	2	6	12	\$4.47	\$53.64	
	Mecanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82	
	Mecanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82	
	Mecanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82	
Northwest Center	Mecanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82	
	Mecanical	Magic Aire	24x24x2	min. 7	1	6	6	\$4.96	\$29.76	
	Mecanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.47	\$80.46	

Oury Center	Mechanical	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Mechanical	Carrier	20x24x2	min. 7	1	6	6	\$4.60	\$27.60
	Mechanical	Carrier	20x24x2	min. 7	1	6	6	\$4.60	\$27.60
	Mechanical	Carrier	20x24x1	min. 7	1	6	6	\$4.87	\$29.22
Ormsby	Mechanical	Carrier	20x24x1	min. 7	1	6	6	\$4.87	\$29.22
	Mechanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
Ouincy Douglas	Mechanical	Magic Aire	22x22x2	min. 7	1	6	6	\$6.62	\$39.72
	Mechanical	Magic Aire	16x25x2	min. 7	2	12	12	\$4.47	\$53.64
	Mechanical	McQuay	16x20x2	min. 7	6	36	36	\$4.29	\$154.44
	Mechanical	McQuay	12x24x2	min. 7	3	18	18	\$4.24	\$76.32
	Mechanical	McQuay	24x24x2	min. 7	2	12	12	\$4.96	\$59.52
	Mechanical	McQuay	12x24x2	min. 7	4	24	24	\$4.24	\$101.76
	Mechanical	McQuay	20x24x2	min. 7	8	48	48	\$4.60	\$220.80
	Mechanical	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Verde Meadows	Mechanical	Carrier	20x25x2	min. 7	2	12	12	\$4.64	\$55.68
	Mechanical	Carrier	30x36x1	min. 7	1	6	6	\$16.75	\$100.50
Pascua Center	Mechanical	Carrier	30x36x1	min. 7	1	6	6	\$16.75	\$100.50
	Roof	Rheem	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
	Roof	Carrier	20x25x1	min. 7	2	12	12	\$4.74	\$56.88
	Roof	Trane	20x20x2	min. 7	12	72	72	\$4.47	\$321.84
Santa Rosa Day Care	Roof	Trane	20x20x2	min. 7	4	24	24	\$4.47	\$107.28
	Roof	Trane	20x25x2	min. 7	4	24	24	\$4.64	\$111.36
	Roof	Trane	20x25x2	min. 7	16	96	96	\$4.64	\$445.44
Udall Center	Mechanical	Carrier	20x25x2	min. 7	2	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	3	18	18	\$4.64	\$83.52

Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
Mechanical	Carrier	12x24x2	min. 7	4	6	24	\$4.24	\$101.76
Mechanical	Carrier	20x24x2	min. 7	8	6	48	\$4.60	\$220.80
Mechanical	Carrier	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
Mechanical	Carrier	20x25x2	min. 7	20	6	120	\$4.64	\$556.80
Mechanical	Carrier	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
Mechanical	Carrier	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
Mechanical	Carrier	20x25x2	min. 7	20	6	120	\$4.64	\$556.80
Mechanical	Carrier	20x25x2	min. 7	12	6	72	\$4.64	\$334.08
Mechanical	Carrier	20x25x2	min. 7	3	6	18	\$4.64	\$83.52
Mechanical	Carrier	20x25x2	min. 7	12	6	72	\$4.64	\$334.08
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
El Pueblo Activity	McQuay	20x25x2	min. 7	24	6	144	\$4.64	\$668.16
Mechanical	McQuay	20x25x2	min. 7	12	6	72	\$4.64	\$334.08
El Pueblo Adult	Trane	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
Mechanical	Trane	20x20x1	min. 7	13	6	78	\$4.56	\$355.68
El Pueblo Day Care	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
Roof	Carrier	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
Roof	Carrier	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64

	Roof	Carrier	20x25x1 20x30x1	min. 7 min. 7	1 2	6 6	6 12	\$4.74 \$5.28	\$28.44 \$63.36
El Pueblo Senior	Ceiling	Carrier	16x20x1 16x25x2 24x24x2	min. 7 min. 7 min. 7	10 12 4	6 6 2	60 72 8	\$4.42 \$4.47 \$4.96	\$265.20 \$321.84 \$39.68
						6	0	\$4.96	\$0.00
El Pueblo Rec	Roof	Rudd	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Gedmen	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Mechanical	York	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Mechanical	York	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Roof	Rheem	20x20x2	min. 7	4	6	24	\$4.47	\$107.28

Golf Courses

Trini Alvarez Golf	Mechanical	Carrier	24x30x2	min. 7	2	6	12	\$9.75	\$117.00
	Mechanical	Carrier	24x30x2	min. 7	2	6	12	\$9.75	\$117.00
	Roof	Tempstar	20x30x1	min. 7	2	6	12	\$5.28	\$63.36
	Roof	Carrier	18x24x1	min. 7	1	6	6	\$4.87	\$29.22
	Mechanical	Carrier	18x40x2	min. 7	2	6	12	\$9.75	\$117.00
Fred Enke	Mechanical	Carrier	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
	Mechanical	Carrier	20x20x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
Silverbell Golf	Mechanical	Carrier	18x25x1	min. 7	2	6	12	\$4.87	\$58.44
	Mechanical	Rheem	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x25x1	min. 7	2	6	12	\$4.56	\$54.72
Randolph Golf	Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76

Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Mechanical	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Mechanical	Carrier	16x25x2	min. 7	2	12	12	\$4.47	\$53.64
Mechanical	Carrier	20x25x2	min. 7	2	12	12	\$4.64	\$55.68
Ceiling	Carrier	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
Mechanical	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84

Fire Stations

Fire Maintenance	Roof	Carrier	16x25x2	min. 7	2	12	\$4.47	\$107.28
	Roof	Carrier	16x25x2	min. 7	2	12	\$4.47	\$107.28
	Roof	Carrier	16x25x2	min. 7	2	12	\$4.47	\$107.28
	Roof	Carrier	16x25x2	min. 7	2	12	\$4.47	\$107.28
Fire #3	Mechanical	Temstar	20x25x2	min. 7	1	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	\$4.64	\$55.68
Fire #4	Mechanical	Carrier	12x24x1	min. 7	1	12	\$4.32	\$51.84
	Mechanical	Carrier	25x25x1	min. 7	1	12	\$5.23	\$62.76
	Mechanical	Carrier	16x25x1	min. 7	1	12	\$4.56	\$54.72
Fire #5	Mechanical	Carrier	15x30x2	min. 7	2	12	\$8.91	\$213.84
	Mechanical	Carrier	15x30x2	min. 7	2	12	\$8.91	\$213.84
Fire #6	Mechanical	Carrier	16x25x2	min. 7	1	12	\$4.47	\$53.64
	Mechanical	Carrier	24x24x2	min. 7	1	12	\$4.96	\$59.52
	Mechanical	Carrier	16x25x2	min. 7	1	12	\$4.47	\$53.64

Fire #7	Mechanical	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
	Mechanical	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
	Mechanical	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
	Mechanical	Carrier	12x24x1	min. 7	1	12	12	\$4.32	\$51.84
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
Fire #8	Roof	Carrier	16x25x2	min. 7	1	12	12	\$4.47	\$53.64
	Roof	Trane	16x20x2	min. 7	4	12	48	\$4.29	\$205.92
Fire #9	Mechanical	Carrier	20x20x2	min. 7	6	12	72	\$4.47	\$321.84
Fire #10	Mechanical	Carrier	20x25x2	min. 7	3	12	36	\$4.64	\$167.04
Fire #11	Mechanical	Carrier	20x25x2	min. 7	2	12	24	\$4.64	\$111.36
Fire #12	Mechanical	Carrier	21x23x1	min. 7	1	12	12	\$6.12	\$73.44
	Mechanical	Rheem	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
Fire #13	Roof	Rheem	16x32x2	min. 7	2	12	24	\$8.91	\$213.84
Fire #14	Roof	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
			20x25x2	min. 7	2	12	24	\$4.64	\$111.36
Fire #15	Roof	Trane	16x25x1	min. 7	3	12	36	\$4.56	\$164.16
	Mechanical	Carrier	14x25x1	min. 7	1	12	12	\$4.60	\$55.20
Fire #16/Police	Mechanical	McQuay	16x20x2	min. 7	6	12	72	\$4.29	\$308.88
	Mechanical	McQuay	16x25x2	min. 7	12	12	144	\$4.47	\$643.68
	Mechanical	McQuay	16x20x2	min. 7	6	12	72	\$4.29	\$308.88
Fire #17	Mechanical	Carrier	20x25x2	min. 7	2	12	24	\$4.64	\$111.36
	Mechanical	Carrier	20x25x2	min. 7	2	12	24	\$4.64	\$111.36

	Mechanical	Carrier	13x25x1	min. 7	1	12	12	\$5.82	\$69.84
Fire #18	Mechanical	Carrier	24x24x2	min. 7	1	12	12	\$4.96	\$59.52
	Mechanical	Carrier	20x20x2	min. 7	1	12	12	\$4.47	\$53.64
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
Fire #19	Mechanical	Carrier	24x24x2	min. 7	1	12	12	\$4.96	\$59.52
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
Fire #20	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
Fire #21	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.72
Fire #22	Roof	Champs	12x24x2	min. 7	8	12	96	\$4.24	\$407.04
	Roof	Rheem	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
	Roof	Carrier	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
	Roof	Rheem	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
	Roof	Rheem	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
	Roof	Trane	24x24x1	min. 7	1	12	12	\$4.92	\$59.04
	Roof	Trane	24x24x1	min. 7	1	12	12	\$4.92	\$59.04
Fire Central	LL-2	Hunter 01A	24x24x2	min. 7	15	12	180	\$4.96	\$892.80
	LL-2	Hunter 02A	24x24x2	min. 7	15	12	180	\$4.96	\$892.80
	LL-2	Hunter 03A	24x24x2	min. 7	4	12	48	\$4.96	\$238.08
	LL-2	Hunter 04A	24x24x2	min. 7	9	12	108	\$4.96	\$535.68
	LL-2	HRU-01A	24x24x2	min. 7	4	12	48	\$4.96	\$238.08
	LL-1	FCU-08B	28x29x2	min. 7	2	12	24	\$17.70	\$424.80
	LL-1	FCU-08B	28x29x2	min. 7	2	12	24	\$17.70	\$424.80

LL-1	AC-1A	24x24x2	min. 7	2	12	24	\$4.96	\$119.04	
Lower roof	MUA-01A	20x24x2	min. 7	15	12	180	\$4.60	\$828.00	
Upper roof	ERU-01A	24x20x1	min. 7	2	12	24	\$6.55	\$157.20	
Upper roof	MUA-2A	16x20x1	min. 7	3	12	36	\$4.42	\$159.12	
*Extended surface rigid filter		24x24x12	14	43	1	43	\$73.40	\$3,156.20	
								\$0.00	
City Hall									
*Bag type filter	Trane	24x24x12	min. 7	20	6	120	\$22.34	\$2,680.80	
*Bag type filter	Trane	24x24x12	min. 7	20	6	120	\$22.34	\$2,680.80	
*Bag type filter	Trane	24X24X12	min. 7	25	6	150	\$22.34	\$3,351.00	
	Liebert	24x24x4	min. 7	3	6	18	\$6.08	\$109.44	
	Liebert	24x24x4	min. 7	3	6	18	\$6.08	\$109.44	
	Westing								
	House	20x25x2	min. 7	6	6	36	\$4.64	\$167.04	
	Carrier	20x24x4	min. 7	2	6	12	\$5.81	\$69.72	
Eastside City Hall	Trane	16x25x2	min. 7	8	6	48	\$4.47	\$214.56	
		16x20x2	min. 7	4	6	24	\$4.29	\$102.96	
800 E. 12th	Trane	16x20x2	min. 7	1	6	6	\$4.29	\$25.74	
	Trane	20x25x2	min. 7	1	6	6	\$4.64	\$27.84	
	Trane	16x20x2	min. 7	1	6	6	\$4.29	\$25.74	
	Trane	20x25x2	min. 7	1	6	6	\$4.64	\$27.84	
	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84	
	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84	
	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84	
	Rheem	20x20x2	min. 7	1	6	6	\$4.47	\$26.82	
	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84	
	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84	
Ward #1	Mitsubishi	12x20x1/4	min. 7	3	6	18		\$0.00	
	Mitsubishi	12x20x1/4	min. 7	3	6	18		\$0.00	
	Trane	25x25x1	min. 7	1	6	6	\$5.23	\$31.38	

	Mechanical	Bohn	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x20x2	min. 7	8	6	48	\$4.29	\$205.92
	Mechanical	Carrier	16x25x2	min. 7	12	6	72	\$4.47	\$321.84
	Ceiling	Carrier	16x25x1	min. 7	1	6	6	\$4.56	\$27.36
	Mechanical	Marc Aire	13x21x1	min. 7	1	6	6	\$5.76	\$34.56
	Ceiling	Carrier	16x25x1	min. 7	1	6	6	\$4.56	\$27.36
	Ceiling	Trane	13x21x1	min. 7	1	6	6	\$5.76	\$34.56
			20x25x2	min. 7	16	6	96	\$4.64	\$445.44
			14x20x2	min. 7	4	6	24	\$4.29	\$102.96
								\$0.00	
NWBM Bldg 1	Mechanical		20X24X2	min. 7	11	6	66	\$4.60	\$303.60
			20X20X2	min. 7	13	6	78	\$4.47	\$348.66
			20X20X12	14	24	2	48	\$67.76	\$3,252.48
								\$0.00	
NWBM bldg 2	Mechanical		18X25X1	min. 7	4	6	24	\$4.87	\$116.88
			20X24X2	min. 7	9	6	54	\$4.60	\$248.40
			20X24X2	min. 7	3	6	18	\$4.60	\$82.80
			20X24X2	min. 7	9	6	54	\$4.60	\$248.40
			20X24X2	min. 7	3	6	18	\$4.60	\$82.80
			20X24X12	14	9	2	18	\$70.86	\$1,275.48
			20X24X12	14	3	2	6	\$70.86	\$425.16
NWBM Bldg 3	Mechical		16X24X2	min. 7	5	6	30	\$4.47	\$134.10
			18X21X2	min. 7	2	6	12	\$6.26	\$75.12
			18X21X2	min. 7	2	6	12	\$6.26	\$75.12
			16X24X2	min. 7	1	6	6	\$4.47	\$26.82
			20X20X1	min. 7	1	6	6	\$4.56	\$27.36
			24X24X2	min. 7	178	6	1,068	\$4.96	\$5,297.28
			24X24X4	min. 7	94	6	564	\$6.08	\$3,429.12
			12X24X4	min. 7	32	6	192	\$5.09	\$977.28

*Extended surface rigid filter

*Extended surface rigid filter

*Extended surface rigid filter

Mechanical	McQuay	20x24x2	min. 7	20	6	120	\$4.60	\$552.00
		12x24x2	min. 7	4	6	24	\$4.24	\$101.76
Ceiling	Carrier	20x20x1	min. 7	2	6	12	\$4.56	\$54.72
Rodeo Office	Mechanical	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
	Outside	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Outside	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
Temple Of Music		16x20x2	min. 7	2	6	12	\$4.29	\$51.48
	Trane	16x24x2	min. 7	2	6	12	\$4.47	\$53.64
	Trane	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Trane	14x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Trane	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
	Trane	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
	Trane	20x25x1	min. 7	2	6	12	\$4.74	\$56.88
	Trane	20x20x2	min. 7	16	6	96	\$4.47	\$429.12
	Trane	20x25x1	min. 7	6	6	36	\$4.74	\$170.64
	Trane	20x20x1	min. 7	2	6	12	\$4.56	\$54.72
		16x20x1	min. 7	6	6	36	\$4.42	\$159.12
	Trane	20x20x1	min. 7	2	6	12	\$4.56	\$54.72
		16x20x1	min. 7	6	6	36	\$4.42	\$159.12
	Trane	20x20x1	min. 7	6	6	36	\$4.56	\$164.16
	Trane	20x20x1	min. 7	2	6	12	\$4.56	\$54.72
		16x20x1	min. 7	6	6	36	\$4.42	\$159.12
	Trane	16x25x1	min. 7	3	6	18	\$4.56	\$82.08
Returns	NA	20x20x2	min. 7	18	6	108	\$4.47	\$482.76
Ceiling	Trane	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Returns	NA	24x35x1	min. 7	2	6	12	\$9.74	\$116.88
Ceiling	Trane	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
		16x20x1	min. 7	1	6	6	\$4.42	\$26.52
	Trane	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
		16x20x1	min. 7	1	6	6	\$4.42	\$26.52

Totals

3,818

23,159

\$146,421.47

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRI-DIM FILTER CORPORATION**

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and City of Tucson Contract No. 151294, Contractor will provide filter replacement and maintenance of air handling units at City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRI-DIM FILTER CORPORATION**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$300,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of Tucson Contract No. 151294, for filter replacement and maintenance of air handling units at City of Glendale facilities on an as-needed basis.