

**Governing Board Meeting Date: September 14, 2017**

**Agenda Item:**

**REQUEST: Request Approval of Multi-Term Determination of RFP 003-1718 Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services.**

**APPROVED BY:** Larry Weeks, Chief Executive Officer  
**SUBMITTED BY:** Rosanna Hidalgo, Assistant Superintendent for Business Services

- Action Item     
  Consent Item     
  Info. Item     
 Policy Item  
 1<sup>st</sup> Reading (Info)  
 2<sup>nd</sup> Reading (Action)
- Additional Attachments

**RATIONALE:** R7-2-1093 of the Arizona Administrative Code grants the governing board the authorization to determine that a contract may be a multi-term (up to five [5] years) contract before that contract’s use is expired.

The procurement rules allow the governing board of a school district the ability to determine that a contract may be multi-term as long as the estimated requirements cover the period of the contract and are reasonable and continuing. It should also be determined that such a contract will be advantageous to the school district by encouraging effective competition or otherwise promoting economies in school district procurement.

Currently, there is one new Request for Proposals (RFP) in process to solicit needed services for the District that meets the requirements for multi-term determination: RFP 003-1718 – Plumbing and HVAC Repair and Maintenance Services.

**BLUEPRINT GOAL:** Increase our Financial Capacity and Fund Our Programs and Services Efficiently and Equitably

**RECOMMENDATION:** Administration recommends that the Governing Board determine that RFP 003-1718 Plumbing and HVAC Repair and Maintenance Services be a multi-term contract.

AFFIDAVIT OF PUBLICATION

PHOENIX ELEMENTARY SCHOOL  
DIST  
1817 N 7TH ST  
Phoenix, AZ 85006

Phoenix Elementary School District #1 is seeking Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services from a qualified vendor(s). This solicitation (RFP 003-1718) and any future amendments may be obtained at AZPurchasing.org on Monday, November 27, 2017. Any interested offerors without internet access may obtain a copy of this solicitation by calling 602-257-3768 or a copy may be picked up during regular business hours at the District office: 1817 N. 7th Street, Phoenix AZ 85006.  
Pub: Nov 16, 23, 2017

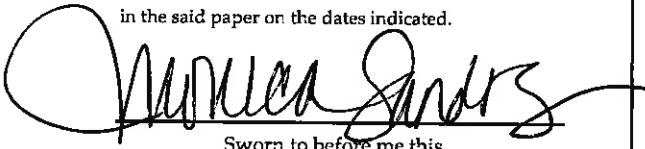
Order # 0008740937 # of Affidavits 1

P.O.# RFP 003-1718

Published Date(s):  
11/16/17, 11/23/17

STATE OF ARIZONA }  
COUNTY OF } SS.

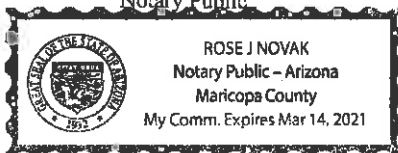
I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Business Gazette, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.




Sworn to before me this  
27 TH day of  
NOVEMBER 2017



Notary Public



	Phoenix Elementary School District #1 Request for Proposals		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
	RFP: 003-1718 Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services	Page 1 of 56	

**Request for Proposal (RFP):** RFP 003-1718

**Material and/or Service:** Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services

**Release Date:** November 28, 2017

**Pre-Proposal Conference:** December 13, 2017 at 10:00 a.m. (local time) at Plant Services located at 120 East Grant Street, Phoenix, Arizona 85004  
All vendors are encouraged to attend this Pre-Proposal Conference

**Proposal Submittal Date and Time:** January 16, 2018 at 11:00 a.m. (local time)

**Proposal Submittal Location:** Phoenix Elementary School District #1, District Office at 1817 North 7<sup>th</sup> Street, Phoenix, Arizona 85006.  
Please call 602-257-3755 for directions

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, competitive sealed Proposals for the materials or services specified will be received by the Phoenix Elementary School District #1 (District) at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each Offeror shall be publicly read and recorded. All other information contained in the Proposal shall remain confidential until award is made. The Proposal shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. **Late submissions shall not be considered.**

The full solicitation will be posted at [www.AZPurchasing.org](http://www.AZPurchasing.org). You may download it there or you may pick up a copy at Phoenix Elementary School District #1, 1817 North 7<sup>th</sup> Street, Phoenix, Arizona 85006. If you need directions to our office, please call 602-257-3755.

*Please submit five (5) hard copies (including one [1] original) all marked RFP 003-1718.*


The Proposal must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All RFPs must be written legibly in ink or typewritten. **Faxed or emailed Proposals are not acceptable. No electronic submissions will be accepted.** Additional instructions for preparing are provided herein.

**Questions regarding this RFP should be directed, in writing, to Christina Ronnberg, Procurement & Materials Manager. Written questions should be submitted by email to [christina.ronnberg@phxschools.org](mailto:christina.ronnberg@phxschools.org) or faxed to 602-257-2903 by December 18, 2017 by 5:00 p.m. (local time) to allow for adequate response time.**

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS.**

Christina Ronnberg, Procurement & Materials Manager  
Solicitation Contact Person  
602-257-3768 or [christina.ronnberg@phxschools.org](mailto:christina.ronnberg@phxschools.org)

\_\_\_\_\_ Date

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<u>Attachment: W-9</u>	<u>Please Provide</u>


DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this solicitation at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>.

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: <http://azsos.gov/rules/arizona-administrative-code>

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/iw9.pdf>.

	Phoenix Elementary School District #1 Request for Proposals <b>S.A.V.E./ GPPCS Information</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
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This Request for Proposal is being done by the Phoenix Elementary School District #1 (District) as a member of the Strategic Alliance for Volume Expenditure (S.A.V.E.) and the Greater Phoenix Purchasing Consortium of Schools (GPPCS). Members of S.A.V.E. and GPPCS are school districts and other public entities that have signed cooperative purchase agreements to obtain economies of scale. School district procurement rules authorize and govern intergovernmental procurements. While this Proposal is being completed for the District, other public entities have expressed interest in utilizing the resulting awarded contracts. No volume is implied or guaranteed.

## Strategic Alliance for Volume Expenditures

### S.A.V.E. --- Cooperative Purchasing Agreements

The following 281 agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of April 21, 2015.

#### **Municipalities**

City of Apache Junction  
City of Avondale  
City of Benson  
City of Bullhead  
City of Casa Grande  
City of Chandler  
City of Cottonwood  
City of Douglas  
City of El Mirage  
City of Eloy  
City of Flagstaff  
City of Glendale  
City of Goodyear  
City of Maricopa  
City of Mesa  
City of Nogales  
City of Page  
City of Peoria  
City of Phoenix  
City of Prescott  
City of Safford  
City of Scottsdale  
City of Sedona  
City of Sierra Vista  
City of Somerton  
City of Surprise  
City of Tempe  
City of Tolleson  
City of Tucson  
City of Willcox  
City of Winslow  
City of Yuma  
Lake Havasu City  
Town of Buckeye  
Town of Camp Verde  
Town of Cave Creek  
Town of Chino Valley  
Town of Florence  
Town of Fountain Hills  
Town of Gila Bend


Town of Gilbert  
Town of Marana  
Town of Miami  
Town of Oro Valley  
Town of Paradise Valley  
Town of Prescott Valley  
Town of Queen Creek  
Town of Sahuarita  
Town of Superior  
Town of Wickenburg

#### **Counties**

Apache County  
Cochise County  
Coconino County  
Gila County  
Graham County  
La Paz County  
Maricopa County  
Mohave County  
Navajo County  
Pima County  
Pinal County  
Santa Cruz County  
Yavapai County  
Yuma County

#### **Higher Education**

Arizona State University  
Arizona Western College  
Central Arizona College  
Cochise County Community College District  
Coconino County Community College District  
Diné College  
Graham County Community College District  
Maricopa Community College District  
Mohave Community College  
Northern Arizona University  
Pima Community College  
University of Arizona  
Yavapai College

	<p style="text-align: center;">Phoenix Elementary School District #1 Request for Proposals <b>S.A.V.E./ GPPCS Information</b></p>		<p>1817 North 7<sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org</p>
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**Political Agencies**

Arizona Supreme Court  
Central Arizona Project  
Housing Authority of Maricopa County  
Maricopa Association of Governments  
Maricopa Integrated Health System  
Superior Court of Arizona, Maricopa County  
Tucson Airport Authority  
Valley Metro Regional Public Transit Authority  
Phoenix-Mesa Gateway Airport Authority


**Misc. Agencies**

Central Arizona Water Conservation District (CAWCD)  
Central Yavapai Fire District  
Drexel Heights Fire District  
Fire District of Sun City West  
Mt. Lemmon Fire District  
North Country Community Health Center  
Northwest Fire District  
Pima Association of Governments (PAG)  
Pima County School Reserve Fund  
Regional Transportation Authority (RTA)  
Superstition Mtn Community Facilities District  
Sun City West Fire District

**School Districts-Charters**


Agua Fria Union High School District # 216  
Alhambra Elementary School District # 68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Ash Fork Joint Unified School District  
Avondale Elementary School District #44  
Balsz Elementary School District #31  
Beaver Creek School District #26  
Benson Unified School District #9  
Bisbee Unified School District #2  
Blue Ridge Unified School District #32  
Bonita School District #6  
Bouse Elementary School District  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93

Cedar Unified School District #25  
Central Arizona Valley Institute of Technology (CAVIT)  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Clarkdale-Jerome School District #3  
Cobre Valley Institute of Technology, JTED  
Coconino County Regional Accommodation District #99  
Colorado River Union High School District  
Concho Elementary School District #6  
Continental Elementary School District #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District # 13  
Creighton School District #14  
Deer Valley Unified School District #97  
Double Adobe Elementary School District #45  
Douglas Unified School District #27  
Dysart Unified School District # 89  
East Valley Institute of Technology (EVIT)  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District  
Fort Thomas Unified School District #7  
Fountain Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School District # 32  
Ganado Unified School District #20  
Gila Bend Unified Schools  
Gila Institute for Technology, (JTED)  
Gilbert Unified School District #41  
Glendale Elementary School District #40  
Glendale Union High School District  
Globe Unified School District #1  
Grand Canyon Unified School District #4  
Hackberry Elementary School District #3  
Heber-Overgaard Unified School District #6  
Higley Unified School District #60  
Holbrook Unified School District #3  
Horizon Community Learning Center/Horizon Charter School  
Humboldt Unified School District #22  
Hyder Elementary School District #6  
Indian Oasis-Baboquivari School District #40  
Isaac Elementary School District # 5  
J.O. Combs Unified School District #44  
Joseph City Unified School District #2  
Kayenta Unified School District #27  
Kingman Unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School District # 1

	<p style="text-align: center;">Phoenix Elementary School District #1 Request for Proposals <b>S.A.V.E./ GPPCS Information</b></p>		<p>1817 North 7<sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org</p>
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Laveen Elementary School District #59  
 Liberty Elementary School District #25  
 Litchfield Elementary School District #79  
 Littlefield Unified School District #9  
 Littleton Elementary School District #65  
 Madison Elementary School District #38  
 Maine Consolidated School District  
 Mammoth-San Manuel Unified School District #8  
 Marana Unified School District #6  
 Maricopa Regional School District #509  
 Maricopa Unified School District  
 Mary C. O'Brien ASD  
 Mayer Unified School District #43  
 Mesa Unified School District # 4  
 Mobile Elementary School District #86  
 Mohave Valley Elementary School District #16  
 Mohawk Valley School District # 17  
 Morenci Unified School District #18  
 Mountain Institute JTED  
 Murphy Elementary School District #21  
 Naco Unified School District #9  
 Nadaburg Elementary District #81  
 Nogales Unified School District # 1  
 Northeast AZ Tech Institute of Voc Ed (JTED)  
 Osborn Elementary School District #8  
 Page Unified School District #8  
 Palo Verde Elementary School District #49  
 Paloma Elementary School District #94  
 Palominas Elementary School District #49  
 Paradise Valley Unified School District #69  
 Parker Unified School District #27  
 Patagonia Elementary School District #6  
 Patagonia Union High School District #92  
 Payson Unified School District #10  
 Peach Springs Unified School District #8  
 Pendergast School District #92  
 Peoria Unified School District #11  
 Phoenix Elementary School District # 1  
 Phoenix Union High School District #210  
 Picacho Elementary School District #33  
 Pima County Joint Technology District #11 (JTED)  
 Pima Prevention Partnership dba Pima Partnership  
 Academy,  
 Pima Partnership High School & Phoenix Collegiate High  
 School  
 Pima Unified School District #6  
 Pine Strawberry Elementary School District #12  
 Pinon Unified School District #4  
 Pomerene Elementary School District #67  
 Prescott Unified School District #1  
 Quartzsite Elementary School District #4  
 Queen Creek Unified School District # 95  
 Red Mesa Unified School District #27  
 Riverside Elementary School District #2


Roosevelt Elementary School District # 66  
 Round Valley Unified School District #10  
 Sacaton Elementary School District #18  
 Saddle Mountain Unified School District #90  
 Safford Unified School District #1  
 Sahuarita Unified School District #30  
 San Carlos Unified School District #20  
 San Simon Unified School District #18  
 Sanders Unified School District #18  
 Santa Cruz Valley Unified School District #35  
 Santa Cruz Valley Union High School District #840  
 Scottsdale Unified School District # 48  
 Sedona-Oak Creek Unified School District #9  
 Sentinel Elementary School District #71  
 Shonto Preparatory Schools  
 Show Low Unified School District #10  
 Sierra Vista Unified School District # 68  
 Snowflake Unified School District #5  
 Somerton Elementary School District #11  
 Stanfield Elementary School District #24  
 St. David Unified School District #21  
 St. Johns Unified School District  
 Sunnyside Unified School District #12  
 Superior Unified School District #15  
 Tanque Verde Unified School District #13  
 Tempe Elementary School District # 3  
 Tempe Union High School District # 213  
 Thatcher Unified Schools  
 Toltec Elementary School District #22  
 Tolleson Elementary School District #17  
 Tolleson Union High School District # 214  
 Tombstone Unified School District #1  
 Tuba City Unified School District #15  
 Tucson Unified School District #1  
 Union Elementary School District #62  
 Vail Unified School District #20  
 Valley Union High School District #22  
 Washington Elementary School District # 6  
 Wellton Elementary School District #24  
 West-MEC District #402  
 Western Arizona Vocational Education  
 Whiteriver Unified School District #20  
 Wickenburg Unified School District #9  
 Willcox Unified School District  
 Williams Unified School District #2  
 Wilson Elementary School District #7  
 Window Rock Unified School District #8  
 Winslow Unified School District #1  
 Young Public School District  
 Yuma Elementary School District # 1  
 Yuma Union High School District # 7

	Phoenix Elementary School District #1 Request for Proposals <b>S.A.V.E./ GPPCS Information</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
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The following is a list of responses from interested S.A.V.E. and GPPCS members. This in no way implies or guarantees these or any other consortium members will choose to utilize the contracts awarded under this solicitation.

<b>School District</b>	<b>Estimated Annual Expenditure</b>
Higley Unified School District	\$60,000.00
Tolleson Union Elementary School District	\$10,000.00
Phoenix Elementary School District	\$450,000.00
Gilbert Public School District	\$180,000.00
Maricopa Unified School District	\$50,000.00
Phoenix Union High School District	\$60,000.00
Scottsdale Unified School District	\$100,000.00
Liberty Elementary School District	\$20,000.00
Chandler Unified School District	\$75,000.00
Deer Valley Unified School District	\$250,000.00
Glendale Elementary School District	\$50,000.00
Avondale Elementary School District	\$45,000.00
Florence Unified School District #1	\$100,000.00
Balsz School District	\$75,000.00
Peoria Unified School District	\$18,000.00
Riverside Elementary School District	\$15,000.00
Phoenix Elementary School District	\$60,000.00
Cave Creek Unified School District	\$160,000.00
Tolleson Union High School District	\$50,000.00
J. O. Combs Unifies School District	\$60,000.00
	<b>Total: \$1,880,000.00</b>




	Phoenix Elementary School District #1 Request for Proposals <b>Proposal Requirements</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
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Proposal Requirements

Five (5) copies of your Proposal are requested; one (1) original and four (4) copies. The Phoenix Elementary School District will not assume responsibility for any costs related to the preparation or submission of the Proposal.

***Please include the following and reference with index tabs:***


- Tab 1: A Letter of Interest with brief history and information on you or your firm and all necessary contact information including a designated contact person
- Tab 2: **Completed Scope of Work (SOW) paperwork and price sheet**  
Include any additional services or materials you offer that may benefit the District
- Tab 3: Forms: Confidential and/or Proprietary Information, Deviations and Exceptions, Amendment Acknowledgement, Familial Relationship Disclosure Statement (signed and notarized), Signature Page, Non-Collusion Statement, Offer and Acceptance (signed and notarized), and W-9.

	Phoenix Elementary School District #1 Request for Proposals <b>Uniform Instructions to Offerors</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
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### **Definition of Terms**


In addition to the definitions specified in the Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. *“Attachment”* means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Proposal and any Best and Final Proposals; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. *“Contractor”* means any person who has a contract with the School District.
- E. *“Days”* means calendar days unless otherwise specified.
- F. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. *“Offer”* means bid, proposal, quotation or statement of qualifications.
- I. *“Offeror”* means a vendor who responds to a Solicitation.
- J. *“Procurement Officer”* means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. *“Solicitation”* means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- L. *“Solicitation Amendment”* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. *“School District”* means the School District that executes the contract.
- O. *“Fiscal Year”* means the period beginning with July 1 and ending June 30

	Phoenix Elementary School District #1 Request for Proposals <b>Uniform Instructions to Offerors</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
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**1. Inquiries:**

- A. Duty to Examine: It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting it. Neither lack of care in preparing a Proposal shall be grounds for withdrawing the Proposal after the due date and time, nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person: Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person in writing. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.
- C. Submission of Inquiries: The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a Proposal submittal and not be opened until after the Proposal due date and time.
- D. Timelines: Any inquiry shall be submitted, in writing, as soon as possible and no later than by December 18, 2017 at 5:00 p.m. (local time) to allow for adequate response time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses: Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments: The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a Solicitation Amendment may result in the rejection of the Proposal.
- G. Pre-Proposal Conference: If a pre-proposal conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. **A pre-proposal conference HAS been scheduled for this solicitation on December 13, 2017 at 10:00 a.m. (local time) at Plant Services located at 120 East Grant Street, Phoenix, Arizona 85004.**
- H. Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation Contact Person. Requests shall be made as early as possible to allow time to arrange the accommodation.


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**2. Proposal Preparation:**

- A. Forms: A response to this Solicitation shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections: The Proposal must be typed or in ink. Erasures, interlineations or other modifications in the Proposal must be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound: ***The Offer and Acceptance form within the Solicitation must be submitted with the Proposal and must include a signature by a person authorized to sign the form.*** The signature shall signify the Offeror's intent to be bound by the Proposal and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions: All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
- 1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including Terms and Conditions, shall be rejected.
  - 2) Request for Proposals: All exceptions that are contained in the Proposal may negatively affect the Proposal evaluation based on the evaluation criteria as stated in the Solicitation, or may result in the rejection of the Proposal.
- E. Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation: The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments: Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Proposal, and shall be submitted no later than the Proposal due date and time. Failure to return a signed copy of the Amendment Acknowledgment Form or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Proposal.


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- H. Federal Excise Tax: School Districts are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.
- J. Identification of Taxes in Proposal: School Districts are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure: If the firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. Offeror understand that Offeror is ineligible to receive a contract award with the District if the Offeror is listed on the government wide exclusions in the System for Ward Management (Debarment or Suspension Orders Executive Orders 12549 and 12689)
- L. Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 1) Amendments;
  - 2) Special Instructions, Terms and Conditions;
  - 3) Uniform General Terms and Conditions;
  - 4) Statement of Scope of Work;
  - 5) Specifications;
  - 6) Attachments;
  - 7) Exhibits;
  - 8) Uniform Instructions to Offerors
- M. Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

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**3. Submission of Proposal:**

- A. Sealed Envelope or Package: Each Proposal shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Electronic Submission: If determined by the District that electronic submission of proposals is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional. Unless otherwise instructed, a facsimile or electronically submitted proposal shall be rejected. A facsimile, electronic or mailgram offer shall be rejected. **No electronically submitted proposals shall be accepted.**
- C. Proposal Amendment or Withdrawal: An Offeror may modify or withdraw a Proposal in writing any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under applicable law.
- D. Public Record: Under applicable law, all Proposals submitted and opened are public records and must be retained by the School District. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the School District pursuant to R7-2-1006. If an Offeror believes that information in its Proposal contains trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. §39-121, a statement advising the District of this fact shall accompany the submission and the information shall be so identified wherever it appears. The Offeror shall stamp as confidential that information and submit a statement with its Proposal detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code. Contract terms and conditions, pricing and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion, Employment, and Services: By signing the Offer and Acceptance form and notarization of the non-collusion affidavit or other official contract form, the Offeror certifies that:
- 1) The prices have been arrived at independently, without consultation, communication or Agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
  - 2) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all


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applicable federal, state, and local laws and executive orders regarding employment; and

- 3) By submission of this Proposal, that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, be disapproved as a subcontractor of any public procurement unit or other governmental body; and
- 4) By submission of this Proposal, that no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a federal grant, loan or cooperative agreement.

**4. Additional Information:**

- A. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes: All applicable taxes in the Proposal will be considered by the School District when evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Proposals, Modifications or Withdrawals: A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and exact time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. Disqualification: The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period: An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90). If a Best and Final Proposal is requested pursuant to a Request for Proposals, an Offeror shall hold its Proposal open for ninety (90) days from the Best and Final due date.
- F. Payment: Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

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G. Waiver and Rejection Rights: Notwithstanding any other provision of the solicitation, the School District reserves the right to:

- 1) Waive any minor informality;
- 2) Reject any and all Proposals or portions thereof; or
- 3) Cancel a solicitation.

**5. Award:**

A. Number or Types of Awards: Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award, to make an aggregate award, or award by region whichever is deemed most advantageous to the School District. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.

B. Responsibility of Offerors: The District may consider the following factors in determining in an Offeror is responsible:

- 1) The proposed contractor's financial, material, personal, and other resources, including subcontractors.
- 2) The proposed contractor's record of performance and integrity.
- 3) Whether the Offeror has been debarred or suspended.
- 4) Whether the proposed contractor is qualified legally to contract with a public entity.
- 5) Whether the proposed contractor supplies all necessary information concerning its responsibility.

C. Contract Commencement: A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by an authorized District Representative of the Proposal and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.


D. Effective Date: The effective date of this Contract shall be the date that the authorized District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

E. Final Acceptance: The final acceptance by the District will be contingent upon the approval of the Governing Board.


**6. Protests:**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1150. Protests shall be in writing and be filed with the District Representative, Dr. Rosanna Hidalgo, Assistant Superintendent of Business Services. A protest of a proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest.



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- A. A protest must include:
- 1) The name, address and telephone number of the interested party;
  - 2) The signature of the interested party or the interested party's representative;
  - 3) Identification of the purchasing agency and the solicitation number;
  - 4) A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - 5) The form of relief requested.
- B. The interested party shall supply promptly any other information requested by the District Representative
- C. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for response to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- D. In cases other than those covered in section C of this section, the interested party shall file the protest with 10 days after the School district makes the procurement file available for public information.
- E. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the School District that resulted in the interested party being unable to file the protest within the 10 days. The District Representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.


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**1. Contract Interpretation:**

- A. Arizona Law: The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) §15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms: Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties: The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- D. Severability: The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. 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 District. The District reserves the rights to obtain like goods or services from other sources.
- F. No Parole Evidence: This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver: Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.


**2. Contract Administration and Operation:**

- A. Records: Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination: The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act (ADA).
- C. Audit: Pursuant to ARS § 35-214 at any time during the term of this Contract and five (5) years thereafter, the Contractor's and/or any Subcontractor's books and records shall be subject to audit by the School District and,

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where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

- D. Inspection and Testing: The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices: Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract: The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District: Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.
- 3. Costs and Payments:**
- A. Payments: Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery: Unless otherwise stated in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes:
- 1) Payment of Taxes by the School District: The School District will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract/Purchase Order.


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- 2) State and Local Transaction Privilege Taxes: The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 3) Tax Indemnification: Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.
- 4) IRS W-9: In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

D. Availability of Funds for the Next Fiscal Year: Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.


**4. Contract Changes:**

- A. Amendments: This solicitation as well as any resulting Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including Preconstruction and Construction assignments with consideration of professional service fees and payment terms, or the substitution of work or materials will be handled through contract amendments. Amendments and contract changes are directed only by authorized representatives for the District. No amendments or contract changes directed by an unauthorized district employee or made unilaterally by the Contractor are enforceable. Unauthorized amendments or changes are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts: The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation: The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the authorized District Representative. The District Representative shall not unreasonably withhold approval.

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**5. Risk and Liability:**

- A. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification: Any contract entered by the District shall include the following indemnification language: "Contractor shall indemnify, defend, save and hold harmless Phoenix Elementary School District #1 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."
- C. Indemnification - Patent and Copyright: To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure:
1. 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

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2. Force Majeure shall not include the following occurrences:

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

3. 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, 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 Amendment 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.

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

E. Third Party Antitrust Violations: The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.


**6. Warranties:**

A. Liens: The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for two years after acceptance by the School District of the materials or services, they shall be:


- a) Of a quality to pass without objection in the trade under the Contract description;
- b) Fit for the intended purposes for which the materials or services are used;
- c) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
- d) Adequately contained, packaged and marked as the Contract may require; and
- e) Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness: The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes

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and uses required by the Contract.


- D. Inspection and Testing: The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.
- E. Exclusions: Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws: The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination:
- 1) Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 2) Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 7. School District's Contractual Remedies:**
- A. Right to Assurance: If the School District, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order:
- 1) The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 2) If a stop work order issued under this clause is canceled or the period of the order or any extension

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expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- C. Non-exclusive Remedies: The rights and the remedies of the School District under this Contract are not exclusive.
  - D. Nonconforming Tender: Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
  - E. Right to Offset: The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.
- 8. Contract Termination:**
- A. Cancellation for Conflict of Interest: Per A.R.S. § 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
  - B. Gratuities: The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
  - C. Suspension or Debarment: The School District may, by written notice to the Contractor, immediately terminate this Contract if the school District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.



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D. Termination for Convenience: The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default:

- 1) In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 2) Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
- 3) The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District for procuring the materials or services.


F. Continuation of Performance through Termination: The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**9. Contract Claims:**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

**10. Offshore Performance:**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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**11. Contractor’s Employment Eligibility:**

By entering the contract, contractor warrants compliance with A.R.S. §41-4401, A.R.S. §23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

- A. The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.
- B. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.
- C. By signing the Proposal, the Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. 23-214, Subsection A. A breach of a warranty regarding compliance with immigrations laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract. Failure to comply with a District audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

**12. Terrorism Country Divestments:**

Per A.R.S. §35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.


**13. Boycott of Israel:**

Per A.R.S. 35-393.01, the District is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction that is engaged in, or, during the term of the contract, becomes engaged in a boycott of Israel.

**14. Fingerprint Clearance Cards:**

In accordance with A.R.S § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

- A. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

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B. Additionally, contractor shall comply with Governing Board Policies of Phoenix Elementary School District #1.

**15. Registered Sex Offender Restriction:**

A. Pursuant to this Contract, the Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District premises or equipment at any time when District students are., or are reasonably expected to be, present or without written approval of the District Representative. The Contractor further agrees by acceptance of this Contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at the District’s discretion.

**16. Affordable Care Act:**

Contractor shall be solely responsible for adherence to all requirements regarding the employment of Contractor employees, including, but not limited to furnishing Contractor employees with medical coverage that is affordable, provides minimum value, and meets the needs of the minimum essential coverage, as those terms are defined for the purposes of the Affordable Care Act (ACA) if Contractor employees are full time employees as defined by the Act. The Contractor employee portion of the premium for the medical insurance will not exceed 9.5% of the Contractor employee’s W-2 wages, as reflected in Box 1 of the W-9 form. Contractor agrees it is solely responsible for meeting its responsibilities under the ACA with respect to Contractor employees.

**17. Clarifications:**


Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submission. It is achieved by explanation or substantiation, either in a written response to inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

**18. Confidential Information:**

Confidential information request: If Offeror believes that its submission contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the District of this fact shall accompany the submission, and the information shall be so identified wherever it appears. The District shall review the statement and shall determine in writing whether the information shall be withheld. If the District determines to disclose the information, the District shall inform Offeror in writing of such determination.

**19. Prohibition of Reprisals:**

Phoenix Elementary School District #1 is committed to complying with Federal requirements related to whistleblower protections. To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the


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employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- a) Gross mismanagement of a contract or grant;
- b) A gross waste of public funds;
- c) A substantial and specific danger to public health or safety related to the implementation or use of public funds;
- d) An abuse of authority related to the implementation or use of public funds; or
- e) A violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

**20. Inquiries:**

Should a prospective Offeror find any ambiguity, inconsistency or error in the Request for Proposals, or should the prospective Offeror be in doubt as to their meaning, the prospective Offeror must send their written inquiry by December 18, 2017 by 5:00 p.m. (local time) via mail to 1817 N. 7<sup>th</sup> St., Phoenix AZ 85006, via fax 602-257-2903, or via email to [christina.ronnberg@phxschools.org](mailto:christina.ronnberg@phxschools.org)

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**1. Purpose:**

The Phoenix Elementary School District #1 (District) is soliciting the responses of an individual or firm to provide Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services to all District sites and active members of S.A.V.E. / GPPCS. **Responding vendors may provide any or all of these services.**

**2. Contract Interpretation and Arizona Law:**

The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

**3. District Representative:**

In accordance with A.A.C. R7-2-1042(A.I.s), the District Representative is Dr. Rosanna Hidalgo, Assistant Superintendent of Business Services. The Solicitation Contact Person is Christina Ronnberg, Procurement & Materials Manager.

**4. Gift Policy:**

The Phoenix Elementary School District will accept no gifts, gratuities or advertising products from Offerors. The District has a zero tolerance policy concerning Offeror gifts. The district may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement and Materials Manager.

**5. Authority:**


This solicitation as well as any resultant contract is issued under the authority of the Governing Board or designee. No alteration on any resultant contract may be made without the express written approval of the Assistant Superintendent of Business Services or designee in the form of an official contract amendment. Any attempt to alter any contract to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

**6. Bid Modification:**

The District will not be responsible for Offerors adjusting their Offer based on oral instructions by any member of the District staff or contracted consultants or agents. Solicitation will be modified by issuance of a written amendment by the District.

**7. Confidential and/or Proprietary Information:**

Confidential and/or proprietary information request: If Offeror believes that its submission contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the submission, and the information shall be so identified wherever it

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appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

**8. Offer Opening:**

Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All Proposals and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation documents shall be open for public inspection.

**9. Time Stamp for Proposals:**

Proposals will be time stamped when received. They will be accepted up to, but no later than, the time indicated in the Solicitation. All Proposals received after the time stated in the Solicitation will not be considered and will be returned to the Offeror unopened. The Offeror assumes the risk of any delay in the U.S. Mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his or her Proposal deposited on time at the place specified. The official clock for determining the time shall be that utilized by the Business Department at the place Proposals are received and stamped.

**10. Offer and Acceptance:**

Offers shall include a signed Offer and Acceptance form, as described in the Uniform Instructions to Offerors. The Offer and Acceptance Form shall be signed with an original signature by the person signing the Proposal, and shall be submitted no later than the Proposal due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the Proposal.

**11. Acknowledgement of Solicitation Amendments:**


Amendments will be issued solely through AZPurchasing.org. It is the responsibility of the Offeror to ensure that it has acknowledged all amendments that have been issued. Offerors shall acknowledge all Solicitation Amendments using the form for amendment acknowledgement. Proposals submitted without all Solicitation Amendments acknowledged may be deemed nonresponsive.

**12. Withdrawal of Proposals**

Submitters may withdraw their Proposals at any time prior to the due date and time

**13. Purchase by Other Public Entities:**

The District is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) purchasing association and the Greater Phoenix Purchasing Consortium of Schools (GPPCS) association. Through these associations, and with the concurrence of the Contractor, other public entities that are members of these

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associations may purchase services or materials, as applicable, off of this Contract unless the Contractor explicitly specifies that it does not want to make this Contract available to others and limits its use to Phoenix Elementary School District #1 alone. This provision applies only to Contracts that are for the provision of services or materials on an “as-needed” basis throughout the Contract term, and not to contracts for specific projects or to one-time purchases where the Contract expires on the completion of the project or purchase.

**14. Insurance:**


- A. Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers’ compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired, or non-owned vehicles used by Offeror or its employees, while providing services to the District. Sole Proprietor firms must use the form enclosed.
- B. Successful Offeror may be asked to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate coverage with a deductible of not more than \$5,000.00 and naming Phoenix Elementary School District #1 as an additional insured party.
- C. Successful Offeror may be required to submit proof of and maintain workers’ compensation and employers’ liability insurance as required by law.

**15. Safety Standards:**

- A. Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
- B. Ensure that no employee has possession of or engages in consumption of intoxicating beverages or illegal drugs or intoxicating quantities of un-prescribed or prescribed legal drugs while providing services under this contract.
- C. All items/services supplied on this Contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

**16. Cancellation for Possession of Weapons on District Property:**

This contract may be cancelled if Contractor or any Subcontractors or others in the employ or under the supervision of the Contractor or Subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three (3) inches, or any other instrument designed for lethal or disabling use) is prohibited on District property. Such property includes District owned or leased office building, yards, parking lots, construction sites or District owned vehicles. Further, if the Contractor or any Subcontractors or

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others in the employ or under the supervision of the Contractors or Subcontractors are asked by a District official to leave the District property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-3102, Criminal trespass in the third degree; classification.

**17. Registered Sex Offender Restriction:**

Pursuant to this Contract, the Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District premises or equipment at any time when District students are., or are reasonably expected to be, present or without written approval of the District Representative. The Contractor further agrees by acceptance of this Contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the Contract at the District’s discretion.

**18. Fingerprint Requirements:**

In accordance with A.R.S § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

- A. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.
- B. Additionally, contractor shall comply with Governing Board Policies of Phoenix Elementary School District #1.

**19. Non-Discrimination:**

The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.


**20. Affordable Care Act:**

Offeror understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “A.C.A.”). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

**21. Contractor’s Employment Eligibility:**

- A. By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.
- B. Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the



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District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**22. Terrorism Country Divestments:**

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

**21. Prohibition of Reprisals:**

Phoenix Elementary School District #1 is committed to complying with Federal requirements related to whistleblower protections. To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:


- f) Gross mismanagement of a contract or grant;
- g) A gross waste of public funds;
- h) A substantial and specific danger to public health or safety related to the implementation or use of public funds;
- i) An abuse of authority related to the implementation or use of public funds; or
- j) A violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

**22. Offshore Performance:**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**23. Force Majeure:**

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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its

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provisions.

- A. 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 Amendment 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.
- B. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- C. 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.
- D. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention acts; or
- E. failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- F. *Force Majeure shall not include the following occurrences:*
  - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
  - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.; or
  - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

**24. Licensees, Permits and Certificates:**


Offerors shall maintain, in current status, all federal, state and local license, permits and certificates required for the operation of the business conducted by the Offeror and services provided under any resultant Contract.

**25. Billing:**

All billing notices shall identify the specific item(s) and/or services being billed. Items are to be identified by name, model/serial number as most applicable. All billing notices must be sent to the District's account payable department as shown on the purchase orders. Contractor shall provide the purchase order (PO) number on all billing notices submitted to the District. Any purchase order issued by the District will refer to the RFP number of this solicitation.

**26. Payments:**

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from

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the School District within thirty (30) days. Contractor shall provide the purchase order (PO) number on all billing notices submitted to the District

**27. IRS W-9:**

In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.

**28. Availability of Funds for the Next Fiscal Year:**

Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

**29. Tax Indemnification:**

Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

**30. State and Local Transaction Privilege Taxes:**

The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

**31. Contract Type:**

The Contract shall be Firm Fixed Price.

**32. Implied Contract Terms:**


Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

**33. No Parol Evidence:**

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

**34. No Waiver:**

Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed

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waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**35. Price Clause:**

- A. Prices shall be firm for the term of the contract. Prices stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.
- B. After the initial contract term and prior to any contract renewal, the District will review fully documented requests for price increases and may, at its sole option, accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the District.
- C. The District may review a fully documented request for a price increase only after the Contract has been in place for one (1) year. A price adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District. A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice. The catalog discount offer shall remain firm for the entire length of the Contract.

**36. Multi-Term Contract:**

A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economics in the District procurement. The estimated requirements cover the period of the Contract and are reasonable and continuing. The Contract shall be cancelled if monies are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal year.

**37. Contract Extension or Terms of Award:**


It is the intent of the District to award a multi-term contract to begin in February 2018. If all conditions are met during this period of time, this contract can be extended, if funding is available or unless terminated or for up to an additional four (4) one-year contracts until 2023. However, no contract exists unless and until a purchase order (PO) is issued each fiscal year.

**38. 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 District. The District reserves the rights to obtain like goods or services from other sources.

**39. Severability:**

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

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**40. Interpretation and Amendments:**

Should a firm find discrepancies in, or omissions from, the Request for Proposal documents, or be in doubt as to their meaning, they shall at once notify the District who will post a written Amendment to all interested parties on the website AZPurchasing.com. The District will not be responsible for oral instructions or information. Questions received after December 18, 2017 by 5:00 p.m. (local time) will not be answered. Any amendments issued by the District during the time of solicitation are to be included in the Offer, and in closing a contract they become a part thereof. Firms shall acknowledge receipt of any amendment within the Offer submittal.

**41. Clarifications:**

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submission. It is achieved by explanation or substantiation, either in response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

**42. Contract Changes and Amendments:**

This solicitation is issued under the authority of the Procurement Officer who signed this solicitation. The solicitation may be modified only through an Amendment within the scope of the solicitation post by the Procurement Officer to [www.azpurchasing.org](http://www.azpurchasing.org). Amendments and contract changes are directed only by authorized representatives for the District. No amendments or contract changes directed by an unauthorized district employee or made unilaterally by the Contractor are enforceable. Unauthorized amendments or changes are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

**43. Multiple Awards:**


The District may make awards to more than one Offeror. The multiple award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District and S.A.V.E. / GPPCS members.

**44. Award Basis:**

The successful Offerors will be determined by evaluation criteria including, but not limited to, pricing, expertise and experience. Awards will not be made based on price alone.

**45. Best and Final Offers:**

The District reserves the right to ask for a best and final Proposal. As part of its final selection, the District reserves the right to request interviews and/or oral presentations with no less than 72 hours' notice. Presenters must include key members who will likely be working with the District if awarded a contract.

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**46. Discussions**

In accordance with A.A.C. R7-2-1047, after the initial receipt of Proposals, the District reserves the option to discussions with those Offerors who submit Proposals determined by the District to be reasonably susceptible of being selected for award.

**47. Key Personnel:**

The Contractor agrees and understands that this contract award is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as indicated in the Offer. Therefore, the Contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the District Procurement Officer. It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be provided under this Contract. The Contractor must agree to assign specific individuals to the key positions.


- A. For purposes of this contract, Key Personnel is, at a minimum, those individuals shown in the Offeror’s response to the Request for Proposals.
- B. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the District’s Procurement Officer’s approval of a substitution shall not be construed as an acceptance of the substitution’s performance potential. The District agrees that an approval of a substitution will not be unreasonably withheld. The Contractor agrees to reveal its staffing levels by function, including resumes, upon request by the District at any time during the contract.
- C. If key personnel are not available for work under this Contract, for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such key personnel with personnel of substantially equal ability and qualifications.

**48. Evaluation:**

The Evaluation Committee will evaluate the Proposals submitted in response to this solicitation. Offeror’s competence and qualifications will be evaluated as demonstrated in accordance with the evaluation criteria below. In selecting material for inclusion in the Offeror’s Proposal, Offerors should be mindful of the following: The Proposal should display clearly and accurately the capacity, knowledge, experience and capacity of the Offeror to meet the requirements of this solicitation.

**PROPOSED SCHEDULE**

Request for Proposals 003-1718 Issued	November 28, 2017
Pre-Proposal Meeting	December 13, 2017 AT 10:00
Receipt of written questions	December 18, 2017 by 5:00 p.m. (local time)
Receipt of RFP 003-1718	January 16, 2018 by 11:00 a.m. (local time)
RFP Evaluations	January / February 2018
Award of Contract	Anticipated February 2018
<b>ALL DATES ARE ESTIMATES AND SUBJECT TO CHANGE</b>	

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**49. Advertising and Promotion of Contract:**

The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

**50. Offeror Required Contract/Agreement:**


If you or your firm will require the District to sign any form or contract/agreement, a copy of that Offeror required contract/agreement shall be included with this Proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

**51. Notices:**

Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

**52. Contract Termination:**

- A. Cancellation for Conflict of Interest: Per A.R.S. 38-511 the School District may cancel this Contract within one (1) year after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities: The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment: The School District may, by written notice to the Contractor, immediately terminate this Contract if the school District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience: The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of

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termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

- E. Termination for Default: In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- F. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
- G. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District in procuring the materials or services.
- H. Continuation of Performance through Termination: The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- I. Contract Claims: All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

**53. Default:**


Contractor may be deemed to be in default if, at any time during the performance of the Contract, Contractor initiates or is party to actions including but not limited to:

- A. Failure to provide the District with acceptable proof of compliance with prescribed insurance requirements;
- B. Failure in a material way to correct services not in conformance with the Contract;
- C. Material and/or repeated disregard of or failure to comply with laws, ordinances, rules, regulations, orders of any public authority having jurisdiction or applicable safety standards or building codes;
- D. Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
- E. Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; or
- F. Attempting to assign this Contract without obtaining the District's Procurement Officer prior written consent.

**54. Survival of Rights and Obligations after Contract Expiration or Termination:**

- A. Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
- B. Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform



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and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**55. School District’s Contractual Remedies:**

- A. Right to Assurance: If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District’s option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order: The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies: The rights and the remedies of the School District under this Contract are not exclusive.

**56. Right to Offset:**


The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor’s nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

**57. Relationship of Parties:**

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

**58. General Indemnification:**

Any contract entered by the District shall include the following indemnification language: "Contractor shall indemnify, defend, save and hold harmless Phoenix Elementary School District #1 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including

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

**59. Indemnification - Patent and Copyright:**

To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

**60. Third Party Antitrust Violations:**

The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

**61. Records:**


Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

**62. Audit:**

At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

**63. Inspection and Testing:**

The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract.

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Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

**64. Property of the School District:**

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

**65. Risk of Loss:**

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

**66. Liens:**

The Contractor warrants that the materials supplied under this Contract are free of liens. Because this is a public purchase, Contractor shall hold the District harmless from any claimants supplying labor or materials to the Contractor or his Subcontractors in performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the District will make payment.

**67. Quality:**

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for two (2) years after acceptance by the School District of the materials or services, they shall be:


- a. of a quality to pass without objection in the trade under the Contract description;
- b. fit for the intended purposes for which the materials or services are used;
- c. within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
- d. adequately contained, packaged and marked as the Contract may require; and
- e. conforming to the written promises or affirmations of fact made by the Contractor.

**68. Fitness:**

The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

**69. Warranties:**

The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or

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payment for the materials or services by the School District.

**70. Exclusions:**

Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

**71. Compliance with Applicable Laws:**

The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

**72. Nonconforming Tender:**

Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

**73. Changes to Work:**

The District reserves the right to revise the work quantities, locations, and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the District. All changes shall be documented by formal amendment to the contract.

**74. District Property:**


The Contractor shall protect all furnishings from damage and shall protect the District's property from damage or loss arising in connection with this contract. The Contractor shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the District. The Contractor shall confine his equipment, storage of materials, and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

**75. Inspection:**

All materials, service, or construction are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Contractor's risk and may be returned to Contractor. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses are the responsibility of the Contractor.

**76. Subcontractors:**

- A. Subcontracts: The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract. The District will promptly permit any actual or prospective Subcontractor or


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materials provider to review and, if requested pursuant to A.R.S. § 39-121.01, copy any and all surety bonds or evidence of alternate security that relate to the Project.

- B. Selection: The Contractor shall select Subcontractors in accordance with the Subcontractor selection plan proposed by the Contractor in submitting its Proposals with those modifications as the District and the Contractor agreed to in writing in this contract. The Contractor shall comply with this selection regarding the selection of a Subcontractor to do all or part of the work under one or more job orders.
- C. Conveyance of Terms: Contractor shall incorporate by reference all terms of this contract into any subcontracts. The contractor and each Subcontractor at any level shall include in each of its subcontracts the full street or physical address of each separate location at which the construction will be performed.

**77. Assignment and Delegation:**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the authorized District Representative.

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**Scope of Work:**

1. General Requirements

Phoenix Elementary School District #1 (District) is soliciting the responses of an individual or firm to provide Plumbing and Heat Ventilation Air Conditioning (HVAC) Repair and Maintenance Services. ***Responding Offerors may provide any or all of these services to be considered.***

2. Licenses/Permits/Certificates:


Offerors shall maintain, in current status, all federal, state and local license, permits and certificates required for the operation of the business conducted by the Offeror and services provided under any resultant Contract.

3. Plumbing Repair and Maintenance Services:

The District is soliciting for plumbing repair and maintenance services for all District sites including, but not limited to schools and other District buildings.

4. Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services:

The District is soliciting for HVAC repair and maintenance services for all District sites including, but not limited to schools and other District buildings.

	Phoenix Elementary School District #1 Request for Proposals <b>Evaluation Criteria</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
	RFP: 003-1718 Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services	Page 45 of 56	

The Evaluation Committee will evaluate the Proposals and rank them from most likely to the least likely to meet the requirements for each service category as outlined in this solicitation. Evaluation criteria are listed below in their relative order of importance (please see Evaluation Form):

1. Responsiveness of the Proposal in clearly meeting the technical requirements of this solicitation.  
*Please complete and return all required paperwork with your Proposal.*
  
2. Qualifications and Experience of the Offeror to provide these services for the required period of time, ability to provide quality services and/or staff, provide necessary resources and show a history of demonstrated competence. Consideration of qualifications and experience will include added value services and expertise offered that exceeds the requirements. *Please include resumes and any other relevant information on key personnel and/or firm.*
  
3. Cost is a factor that is included in the evaluation, but it is not the only factor. The award will not be based on price alone. Please provide a Proposal Cost Form for each service category you are responding to. Please provide a comprehensive list of costs. *Offeror may include any other pricing information that is applicable to this solicitation and may attach additional information as needed to this form.*



Phoenix Elementary School District #1  
Request for Proposals  
**Evaluation Form**

1817 North 7<sup>th</sup> Street  
Phoenix AZ 85006  
602-257-3755  
www.phxschools.org

RFP: 003-1718  
Plumbing and Heating Ventilation Air Conditioning  
(HVAC) Repair and Maintenance Services

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*Offeror:*

<b>A. Responsiveness:</b>	
The overall responsiveness of the Offeror and the ability of the Offeror to provide all information required at time of Proposal submittal.	<b>400 points</b>
<b>B. Qualifications and Experience:</b>	<b>500 points</b>
The overall qualifications and experience of Offeror to provide Services.	
<b>C. Cost of Services:</b>	<b>100 points</b>
Cost of services	
<b>Total of Points A – C (1000 available)</b>	

**Other Comments:**

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\_\_\_\_\_  
**Evaluator Name**

\_\_\_\_\_  
**Evaluator Signature**

\_\_\_\_\_  
**Evaluator Title**

\_\_\_\_\_  
**Date**



	<b>Phoenix Elementary School District #1</b> <b>Request for Proposals</b> <b>Proposal Cost Form</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
	RFP: 003-1718 <b>Plumbing and Heating Ventilation Air Conditioning          (HVAC) Repair and Maintenance Services</b>	Page 47 of 56	

**Proposal Cost Form**

I/We, the undersigned, propose to provide the service necessary for the specifications/ scope of work of this solicitation. This contract is valid for one (1) year with the option to renew annually up to five (5) years. *You may submit a request to change your costs during the annual renewal period.*

Plumbing Repair and Maintenance Services:

Hourly Cost: \_\_\_\_\_  
 and/or Project Cost: \_\_\_\_\_  
 After Hours/Emergency Hourly Cost: \_\_\_\_\_

HVAC Repair and Maintenance Services:

Hourly Cost: \_\_\_\_\_  
 and/or Project Cost: \_\_\_\_\_  
 After Hours/Emergency Hourly Cost: \_\_\_\_\_  
 Other Fees or Costs (please provide explanation): \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

***Offeror may include any other pricing information that is applicable to this solicitation and may attach additional information as needed to this form.***

Would you be willing to allow other members of the "SAVE/GPPCS" or "SAVE" to piggy-back and purchase from the contract if awarded through this RFP?\*       Yes     No

*\*Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of S.A.V.E./GPPCS, to make available to other districts the use of the awarded contracts resulting from this RFP.*

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the District's rules, regulations and policies.

Name of Company	Date Signed		
Authorized Signature/Local Representative	Telephone/Fax Number		
Type Name and Position Held with Company	E-Mail Address		
Mailing Address	City	State	Zip



Phoenix Elementary School District #1  
Request for Proposals  
**Confidential and/or Proprietary Information**

RFP: 003-1718  
Plumbing and Heating Ventilation Air Conditioning  
(HVAC) Repair and Maintenance Services

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1817 North 7<sup>th</sup> Street  
Phoenix AZ 85006  
602-257-3755  
www.phxschools.org

This RFP Proposal contains information that our firm believes is confidential and/or proprietary (*you may also attach detailed paperwork to this form*).

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or

The undersigned hereby acknowledges that there is no confidential or proprietary information contained within the Proposal.

---

Authorized Signature

Date



Phoenix Elementary School District #1  
Request for Proposals  
**Amendment Acknowledgement Form**

1817 North 7<sup>th</sup> Street  
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This page is used to acknowledge any and all Amendments that might be issued. If no Amendment is issued, you need not return this page. Your signature indicates that you took the information provided in the Amendment into consideration when providing your response. Please sign and date below.

Amendment #1 \_\_\_\_\_

Date \_\_\_\_\_

Amendment #2 \_\_\_\_\_

Date \_\_\_\_\_

Amendment #3 \_\_\_\_\_


Date \_\_\_\_\_

Amendment #4 \_\_\_\_\_

Date \_\_\_\_\_

Amendment #5 \_\_\_\_\_

Date \_\_\_\_\_


	<b>Phoenix Elementary School District #1</b> <b>Request for Proposals</b> <b>Deviations and Exceptions</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 <a href="http://www.phxschools.org">www.phxschools.org</a>
	RFP: 003-1718 <b>Plumbing and Heating Ventilation Air Conditioning          (HVAC) Repair and Maintenance Services</b>	<b>Page</b> <b>50 of</b> <b>56</b>	

List any deviation and/or exception for any item listed in this solicitation. The item number must be listed and the page it is found on. Any deviation and/or exception or inability of the provider to provide that particular item or service must be clearly and fully stated. Failure to show specific deviations and/or exceptions indicates full compliance with the RFP.

The following deviations/exceptions are being submitted for consideration:

Section	Page	Item	Reason

*You may also attach a list of deviations and/or exceptions.*

	Phoenix Elementary School District #1 Request for Proposals <b>Signature Page</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 <a href="http://www.phxschools.org">www.phxschools.org</a>
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**SIGNATURE PAGE**

Purchase orders issued to successful Offeror(s) will be made out to the company name indicated on the "Firm" line on this page. Be sure to fill in your company name as it will appear on your invoices in order to avoid delays in processing payment.

The signature on this page signifies that the Proposal contained herein has been read thoroughly and is understood in its entirety and that the response submitted is accurate, reliable and in compliance with all requirements of the solicitation.

The persons, corporation, or company who makes the accompanying Proposal, by the signature below, under penalty of perjury, certifies that such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the submitting company has not directly or indirectly induced or solicited any other person(s) to submit a sham Proposal, or any other person, corporation, or company to refrain from presenting a submission, and that the submitting company has not in any manner sought by collusion to secure for itself an advantage over any other company.

---

Offeror / Firm

---

Authorized Signature

---

Title

---

Mailing Address

---

City    State    Zip

---

Telephone Number

---


FAX Number

---

E-mail Address

---

Offeror / Firm Website Address


	Phoenix Elementary School District #1 Request for Proposals <b>Signature Page</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 <a href="http://www.phxschools.org">www.phxschools.org</a>
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Federal Tax Identification Number

COMPANY IS: (Please check those that apply):

Corporation
  Partnership
  Limited Partnership
  Sole Proprietorship

Incorporated:  Yes  No Other: Please Explain Below:

	<b>Phoenix Elementary School District #1</b> <b>Request for Proposals</b> <b>Familial Relationship Disclosure Form</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 <a href="http://www.phxschools.org">www.phxschools.org</a>
	RFP: 003-1718 <b>Plumbing and Heating Ventilation Air Conditioning          (HVAC) Repair and Maintenance Services</b>	<b>Page</b> <b>53 of</b> <b>56</b>	

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the District or any employee of the Offeror and any member of the Governing Board of the Phoenix Elementary School District #1 or any employee of the Phoenix Elementary School District #1:

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the District(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Phoenix Elementary School District #1 or any employee of Phoenix Elementary School District #1. If such a relationship exists, please explain:

\_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date


Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

	<b>Phoenix Elementary School District #1</b> <b>Request for Proposals</b> <b>Non-Collusion Statement</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 <a href="http://www.phxschools.org">www.phxschools.org</a>
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By signature in the Offer section below, the Offeror certifies:

1. The Proposal did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.

Arizona Transaction (Sales) Privilege Tax License Number: \_\_\_\_\_


\_\_\_\_\_  
 Authorized Signature

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



	<b>Phoenix Elementary School District #1</b> <b>Request for Proposals</b> <b>Offer and Acceptance Form</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 <a href="http://www.phxschools.org">www.phxschools.org</a>
	RFP: 003-1718 <b>Plumbing and Heating Ventilation Air Conditioning          (HVAC) Repair and Maintenance Services</b>	<b>Page</b> <b>55 of</b> <b>56</b>	

The Offer is hereby accepted.

The Firm is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Firm's Proposal as accepted by the School District. This contract shall henceforth be referred to as Contract: RFP 003-1718

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Authorized Signature

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

The persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says: That such submission is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham submission, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

RFP: 003-1718

Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services

Due Date: January 16, 2018 at 11:00 a.m. (local time)

Submitted by:

Address:

Contact Person:

Phone and Email:

Phoenix Elementary School District #1

Attn: Christina Ronnberg, Procurement and Materials Manager

1817 North 7<sup>th</sup> Street

Phoenix, AZ 85006

<b>SENT BID ALERT EMAIL:</b>	
---- SORT ID = 1 >>> GREEN ..... DOWNLOADED BID DOC -- vendor has not placed a	
---- SORT ID = 2 >>> GRAY ..... NO BID PLACED -- vendor may have downloaded b	
---- SORT ID = 3 >>> WHITE ..... NON-RESPONSIVE VENDOR -- no action taken by v	
<b>NOT SENT BID ALERT EMAIL:</b>	
---- SORT ID = 4 >>> BLUE ..... DOWNLOADED MAIN BID DOC, OR ATTA	
---- SORT ID = 5 >>> PALE YELLOW ..... DOWNLOADED MAIN BID DOC (	

<b>SORT ID</b>	<b>USER ID</b>	<b>NAME OF FIRM</b>	<b>FIRST NAME</b>
3	34230	3N Chill ent. DBA	Brad
3	14664	4W Products LLC	Barry
3	943	A & H Contracting Services Inc	Cathy
3	4825	A J P Electric, Inc.	Anna
3	21139	A Quality HVAC Services LLC	Bryan
3	23654	A&S PLUMBING SPECIALTIES	Patrick
3	6758	A-1 Restaurant Services	Patrick
3	33661	AAM Plumbing Services LLC	Mohammed
3	5607	AARA Construction, Inc.	Jerry
3	9208	ABC Asphalt LLC	Leo
3	33690	ABCO Solar	Charles
3	31590	ABM Building Services	Brian
3	5610	About Blind Cleaning, Inc.	James
3	32351	Acosta electric	Thomas
3	29260	Acton Contracting LLC	Garland
3	5185	Advanced Chemical Technology, Inc.	Daniel
3	30211	Advanced Controls Corpotation	Carl
3	30826	Aero Automatic Sprinkler Company	Rob
3	31804	Affordable Fire and Safety	Shawn
3	34515	A-GAS	Kurt
3	6636	AIR COLD SUPPLY	Marty
3	12778	Airgas Refrigerants, Inc.	Jeremy
3	34996	Airglow Biotech	Sylvester
3	24420	Airtelligence, Inc.	Ron
3	33121	AkitaBox	Jennifer
3	21511	ALDACO AIR LLC	Sergio
3	30441	All Affordable Plumbing llc	John
3	30237	All Green Lighting Inc	David
3	34165	All In Aerial Solutions	Scott
3	33778	All Kote Lining I nc	Pete
3	15558	All Rock Supply	Kristen

3	1517	American Conditioned Air Inc	H Jeffrey
3	34539	American Cooling Tower Inc.	Tim
3	27950	American Infrared Consultants LLC	Geary
3	33628	american pumping service inc.	Timothy
3	25749	american refrigeration supplies	Ron
3	2311	American Sprinkler	Robert
3	8184	American Sweeping North America LLP	Brendan
3	32350	AMS Electric Inc.	Wade
3	22412	Andrew's Refrigeration, Inc	Steve
3	33685	Anthony's Plumbing	Lisa
3	21972	AP Fire Protection	Michelle
3	33967	Apex Trade and Management	Eric
3	19522	apple specialties inc	Gerard
3	6716	Aqua Clear Engineering Inc	Margueritte
3	33368	Aramark Facilities	Andy
3	3992	Aridland Gas Specialist	Katrina
3	32136	Arizona Lighting Solutions	John
3	5960	Arizona Plumbing & Heating Parts	Serene
3	3699	Arizona Service & Installation	Barry
3	34760	Arizona Style Construction, LLC	Steve
3	7658	ARIZONA WATER WORKS SUPPLY	Ray
3	34120	Arrowhead Superior Refrigeration Se	Manuel
3	34777	Artic Air Heating and Cooling	Dan
3	34264	At Your Service Companies	April
3	33811	Auction Nation	Andria
3	32693	A-Z Air Duct LLC	Monique
3	20579	AZ Battery Retail-dba Battery Giant	Dave
3	34246	B&D Fire Protection, LLC	Joseph
3	18770	B&H Refrigeration	Robert
3	12705	Backflow Prevention Device Inspecti	William
3	32532	BAMS Electrical Services, LLC	Brian
3	4361	Batteries Plus	Jeanette
3	7511	Bearing Belt and Chain	Jeff
3	9627	Bel-Aire Mechanical	Howard
3	34920	Bel-Aire Mechanical	Nick
3	30549	Belfor Property Restoration	Aaron
3	31805	Benjamin Supply	Rick
3	33865	Benson Systems	David
3	32751	Benson Systems Inc	Robert
3	30451	Berg Enterprises Inc.	Shin
3	15148	Best Plumbing Specialties, Inc.	Amy
3	31218	Bestway Electric Motor Service	Scott
3	34426	Better Things 4U LLC	William
3	31094	BHS Specialty Chemicals	Jose

3	5435	Boerner Company	James
3	22037	Border States	Rick
3	22536	Briston Construction, LLC	Estimating
3	13693	Brown's Partsmaster Inc	Don
3	28608	C.C.I Chemical	Matthew
3	34597	Calcium Control, Inc.	Ed
3	18382	CamNet, Inc.	Mollie
3	15846	CANNON & WENDT ELECTRIC CO.	David
3	27673	CANYON PIPE & SUPPLY	Don
3	7484	Canyon State Fire Equipment	David
3	5234	Capp USA, Inc.	Maria
3	27238	Carrier Corporation	Frank
3	31292	CCR Furniture Upholstery Cleaners	Jeanne
3	33916	CELS Electric	Jeffrey
3	5084	Central Arizona Supply	Jonathan
3	14233	Central Arizona Supply, Inc.	Chuck
3	8192	Central Construction Co.	Jeff
3	33242	Chem-Aqua	Tim
3	31821	Chemical Services & Sales, Inc.	Matt
3	31809	City Electric Supply	Jim
3	6520	clark security products	John
3	6513	CLASSIC ROOFING, LLC	Catrina
3	18110	ClearWater Engineering	Catherine
3	33864	Climatec, LLC	Jon
3	33950	Clover Backflow LLC	Jacob
3	34313	Code Blue Plumbing	John
3	12249	Coit Services	Sean
3	31889	Comfort Systems USA	Ricky
3	32223	Comfort Systems USA, Southwest	Ashley
3	5982	Commonwealth Electric Company	Carl
3	33791	Commonwealth Electric Company	Steve
3	33105	Configuration Air LLC	Abner
3	34877	Configuration Air LLC	Danny
3	34578	Construction Journal	Pamela
3	29532	Copperstate Technical Solutions llc	Steven
3	25560	Corbins Electric	Joey
3	8590	Cooustic-Glo of Arizona	Ken
3	30277	CPR Electric	Tom
3	33205	Crawford Mechanical	Michael
3	31443	CTMS Enterprises LLC	Chris
3	33984	D & H Electric	Donald
3	16468	Daikin	Michael
3	32923	Daikin Applied	Steve

3	33912	Daktronics	Christopher
3	34482	Deal's Heating & Air	Gary
3	25027	Debra Caldwell	Debra
3	6289	DECA Southwest	Matt
3	32940	Delta Diversified Enterprises	Michael
3	33884	desert Insulation LLC	Armando
3	5710	Diamond Ridge Development Corp	Jeff
3	31440	DMC Electric, Inc.	Dave
3	32480	Dodson Painting LLC	Paul
3	28091	Doug & Charlies Plumbing & Backflow	Douglas
3	30860	DP ELECTRIC	Bill
3	33412	Dry Tarps	Yash
3	8126	D-S Hardwood Corporation	Roger
3	34830	Ductworks	Ernesto
3	28435	Economizer North America	Hector
3	29221	ECS Arizona	Karl
3	34555	EDG West Inc	Cathy
3	27974	Elite Plumbing & Pipefitting	Jay
3	8001	EMCOR Services Arizona	Tom
3	34950	Emcor Services Arizona	Mike
3	34836	Emcor Services of Arizona	Steve
3	33292	Emerson Boiler	Brittany
3	33168	Energy Air LLC	Carlos
3	25463	Environ, Inc.	Judy
3	34772	Environmental Drain & Odor Control	Lisa
3	13197	Environmental Mechanical Equipment	Phil
3	29302	Etna Heat Transfer Products Inc.	Steve
3	34007	Ewing Irrigation	Jesus
3	15923	Federal Construction Group Inc.	Mark
3	6870	fenn pipe & supply	Rick
3	31260	FERGUSON ENTERPRISES	Howard
3	33172	First Choice Restoration	Tony
3	33178	Flagship Facility Services	Tommy
3	34707	Flamecheck International	Christopher
3	34053	Fortis Networks, Inc.	Sandra
3	32219	GCA Education Services	Geordie
3	34333	Geary Pacific	Rc
3	28579	General Fire Systems LLC	Jason
3	24779	GFCFS dba Eco-CorFlex	George
3	5181	GILBERT ACE HARDWARE	Martin
3	5367	Gold Horizon Contracting	Steve
3	3621	Gopher Bearing SW LLC	Dan
3	16992	Goudy Engineering, Inc.	Kevin
3	23100	Grail Construction	Timothy
3	34156	Graybar Electric	Evan

3	31441	Ground Control Systems	Brandon
3	21894	Gruber Power Services	Rita
3	33394	Gryphon Air Repair	Ali
3	17619	HACI Service LLC	Rick
3	2701	HACI Service, LLC	Tim
3	34039	Hajoca Corp DBA Hughes Supply	Logan
3	30792	Hajoca Mesa	Jackson
3	28927	Hajoca Phoenix	Betty
3	28157	Hammerhead Electric & Technology	Rocky
3	18765	Hansberger Refrigeration	Mark
3	33422	Haro's Mechanical Insulation LLC	Juan Carlos
3	22214	Harrington Industrial Plastics, LLC	Casey
3	31874	Harris Mechanical Southwest	Robert
3	32790	Hawk Electric LLC	Terry
3	11628	HD Supply Facilities Maint. LTD.	Bid And Proposals Dept
3	30234	Helios Systems LLC	Mark
3	10004	Heritage Service Group	Brian
3	5463	Hernandez Companies, Inc.	Chris
3	34631	Home Depot	Adrien
3	8201	Honeywell Building Solutions	Adam
3	29873	Honeywell Building Solutions	Brandon
3	28949	Honeywell Energy Services	Mike
3	34749	Hotsy Industrial Systems	Christen
3	34557	Hub Construction Specialties, Inc.	John
3	4893	HUGHES SUPPLY	Mike
3	33976	Independent Roofing Solutions, Inc.	Joseph
3	6169	Industrial Refrigeration & Boiler	Todd
3	28554	Innovative Mechanical Systems	Nick
3	11016	Interline Brands, Inc- d/b/a Sexauer	Donnie
3	12906	Interline Brands, Inc dba SupplyWork	Donnie
3	33443	International Chemtex	Alex
3	30097	International Chemtex Corporation	Eric
3	17630	Interstate All battery center	Josh
3	5406	Interstate All Battery Center- Mesa	Billy
3	1346	Interstate Mechanical Corporation	Lori
3	33210	ISS Facility Services	Jeffrey
3	34187	ISS Facility Sevices Inc.	Greg
3	31807	J.B. Henderson Mechanical	Mark
3	31269	Jack B. Henderson Mechanical Contra	Alan
3	23849	JOHNSON CONTROLS	Luis
3	1262	Johnson Controls Inc./ York	Gary
3	21482	Journeymen Electric, Inc.	Randy
3	29073	Karsten's Ace Hardware	David
3	30897	Kary Environmental Services Inc	Ray
3	8708	Kearney Electric Inc.	Greg

3	8943	Keller Electrical Industries, Inc.	Dwight
3	8915	Klein's Kustom Electric, Inc.	Kelly
3	32521	Klimate King Ac & Heating	Joe
3	34283	Lectra-Serv, Inc.	Isaac
3	31282	Life & Property Safety, LLC	Malisa
3	2591	Lines and Lundgreen	Stephen
3	17333	Lucas Electric LLC	Michael
3	15994	M.T.P. Plumbing, LLC	Mark
3	16184	MaintenanceLogin	Thomas
3	29900	Malibu Communications LLC	Jeffrey
3	34279	MARKS PLUMBING PARTS	Lee
3	30573	Marsden West	Pete
3	34436	McCarthy Building Companies	Kerry
3	34395	McCarthy Building Companies, Inc.	Eric
3	18579	McKinstry	Ed
3	7191	Mechanical Products SW, Inc.	Greg
3	33093	Mechanical Products SW, Inc.	Christine
3	19978	Mechanical Systems Inc	Jeff
3	6808	Metro Fire Equipment	Jason
3	3752	Midstate Energy, LLC	John
3	33444	Mike Nowak	Mike
3	31606	Millennium Group, Inc.	Mike
3	30340	mina corporation	Svetoslav
3	34321	Mobile Mini Inc.	Ming
3	2477	Moran Sheet Metal	Frank
3	31080	Motion Industries	Eric
3	34370	Movie Licensing USA	Kimberly
3	31750	National Cabling Technologies	Anna
3	13258	National Fire Control	Tracy
3	29541	Netsian Technologies Group	Michael
3	33069	NKW, Inc.	Tom
3	32738	Nobles Trading & Services LLC	Omar
3	4018	Northwest Pump & Equipment	Bob
3	17216	Northwest Pump and Equipment	Joe
3	29372	Nu Flow Services of Phoenix LLC	Eric
3	2949	O&M Electrical Services, Inc	Trinidad
3	32689	Paramount Landscape and Maintenance	Michael
3	660	Partitions and Accessories Co.	Jill
3	19699	Patriot Mechanical	Christian
3	26349	PAULS ACE HARDWARE	Patrick
3	11858	PENN STATE INDUSTRIES	Pam
3	31966	Perez Corp	Abner
3	33231	Petron Plus Global, Inc.	Gary
3	25958	Phoenix MBDA Business Center	Kaaren-lyn



3	33428	Pima Ace Hardware Inc.	Joe
3	4932	PlumbMaster, Inc.	Tracy
3	6947	PM Plumbing & Mechanical, Inc.	Paul
3	32865	Polar Cooling, LLC	Christina
3	5465	Precision Electric Co., Inc	Jose
3	32346	Prime Controls, LP	James
3	27032	Pro Box Portable Storage	Kim
3	4649	ProChemTech International, Inc.	Timothy
3	27946	ProChemTech, Western Division	Riley
3	20900	Pueblo Mechanical	Francis
3	3014	Pueblo Mechanical & Controls Inc.	John
3	33295	Pueblo Mechanical and Controls	Joseph
3	34371	Quality Heating & Cooling Supply	Gary
3	32122	Radsan Medical Equipment inc.	Jack
3	34441	Rain for Rent	Jon
3	34454	Rain For Rent	Michael
3	12613	RCI Systems, Inc.	Lori
3	28304	Red Hawk Solutions LLC	Bob
3	18171	ReddiServices	Nicole
3	34818	resolute industrial	John
3	26708	ReSource Arizona	Brett
3	29770	Reyna heating & air conditioning	Martin
3	6690	RHD Equipment, Inc.	Michelle
3	31033	Roberts Ace Hardware	Jim
3	31808	roto-rooter	Chris
3	3834	RSD	Deborah
3	14317	RWElectricalContracting	Richard
3	10920	SAN Plumbing Supply	Vmts
3	34849	SDB Contracting	Derron
3	8274	Serck Radiator	Peter
3	34430	Shark Plumbing	Guillermo
3	34542	Signature Facilities Maintenance	Michael
3	34505	Silverstate Refrigeration & HVAC	Ron
3	34041	SimplexGrinnell	Aaron
3	5672	Six Points Hardware	Brian
3	31091	Sky Design Concepts	Mae
3	10305	Sky Engineering	Barry
3	4621	Skyline Builders & Restoration, Inc	Mike
3	17444	Sletten Companies	Stephanie
3	12907	Sodexo America LLC	Linda
3	34172	SolarMax LED, Inc.	Jackson
3	8862	Somerset Power Systems	Charles
3	33128	SONORAN PLUMBING SUPPLY COMPANY LLC	Jon
3	33731	Specialty Electric	Ariel

3	23345	Spectra Electrical Services	Kyle
3	28889	SPRINKLER WORLD OF AZ.	Rex
3	29218	SSC Compass Group	Jon
3	26690	Stanley Access Inc.	Dominic
3	33854	Stanley Access Technologies	Bill
3	29932	Steam Tech Food Equipment Service	Michael
3	8226	Sternco Engineers Inc	Sara
3	32384	Sturgeon Electric	David
3	4592	Summa Mechanical Contractors, Inc.	Sam
3	29423	Summit Electric Supply	Manuel
3	1888	Sun Eagle Corporation	John
3	32422	Sun Mechanical	Jack
3	32221	Sun Mechanical Contracting INC	Raymond
3	31050	Sun Mechanical Contracting, Inc.	Richard
3	19785	Sunray Electric, Inc.	Santino
3	25223	Sunstate Mechanical Services	Wayne
3	32881	Sunstate Mechanical Services	Tina
3	26338	Superco Specialty Products	Andrea
3	31179	Superstition Safety Services	Sheldon
3	33838	Supplyworks	Michael
3	18642	SWI	Jim
3	34744	Synovia Solutions, LLC	Bill
3	34723	Tap Master Inc.	Steven
3	28014	TD Industries	John
3	33219	TDIndustries	Philip
3	31147	TDIndustries, Inc.	Carlos
3	7317	Tech-24	Don
3	33122	Tempe Mechanical	Raelynn
3	28799	The Sanders Construction Group	Jon
3	25350	ThermAir Systems	Robin
3	34494	ThermAir Systems	Matthew
3	12495	Thomas Pipe	Mark
3	6614	Thomas Pipe & Supply LLC	Barbara J
3	31272	Titan Power	Stephen
3	25485	Tolin Mechanical Systems Inc.	Bryant
3	34783	Trane	Richard
3	32935	Trane Supply	Trey
3	29038	Tri-Dim Filter Corporation	Kim
3	34320	TTS Construction	Nathen
3	33184	Tucson Winsupply	Tony
3	13317	United Technologies Inc.	Jose
3	23429	Univar USA, Inc.	Muni
3	29990	Urban Energy Solutions, Inc.	Jessica
3	8326	US Energy	Jeff
3	33761	USIC Locating Services	Jack

3	33204	Valley Paint and Coatings, LLC	Cory
3	30349	Varsity Facility Services	Jason
3	34147	Ventana Landscaping LLC	Abby
3	25021	Vertiv Service Inc.	Dolores
3	5318	Voss Lighting	Brian
3	5524	W.L. Emshoff	William
3	31850	W.W.Williams	Brett
3	34318	WACO dba Air Energy Systems & Servi	Jeanne
3	28334	Washington Elem	Brian
3	4339	Water & Energy Systems Tech., Inc.	Larry
3	31205	WCR Incorporated	Ben
3	31787	Wes Baysinger	Wesley
3	28773	West Tech Equipment	Bob
3	14977	Western Acoustics, Inc.	Donald
3	34876	Western Drain Supply	Hill
3	33806	Western States Fire Protection	Joseph
3	34748	Western States Fire Protection	Kat
3	14663	Western Water Technologies	Barry
3	6108	Western Water Technologies, Inc	Jason
3	34976	White Hat Services	Chris
3	34591	Willmeng Construction, Inc.	Ashley
3	16706	Wilson Electric / Netsian Technolog	Rachel
3	34893	Yaquis Construction Inc	Luis
3	34407	Yavapai Mechanical	Randy
3	34367	Yavapai Mechanical, LLC.	Jeremy
3	30935	Yuma Southwest Contractors Assoc.	Claudia
3	19218	Yuma Winnelson Co. #440	Michael

Responsive and Non-Responsive Vendors For: 003-1718 -- Plumbing and H  
Date / Time This Excel File Was Created: 11/28/2017 -- 4:3

no bid  
bid doc  
vendor

**COMMENT OR ADDENDUM FROM CURRENT BIDS PAGE -- will not receive bid alert emails for addendum POSSIBLY OTHERS) FROM CURRENT BIDS PAGE -- will receive future bid alert emails for: a) addendum**

LAST NAME	ADDRESS	CITY	STATE
Vanderhye	7750 E. Evans Rd. Ste 1	Scottsdale	AZ
Willows	19272 E Reins Rd	Queen Creek	AZ
Acton	P.o. Box	Queen Creek	AZ
Paganik	11250 N. Cave Creek Rd.	Phoenix	AZ
Cary	1300 S Litchfield Rd #a480	Goodyear	AZ
Serge	2313 S. 4th Avenue	Tucson	AZ
Neel	1095 W.magnolia	Phx.	AZ
Ali	45790 W.amsterdam Rd	Maricopa,	AZ
Spores	4328 E. Magnolia St.	Phoenix	AZ
Barraza	4010 South 30th Street	Phoenix	AZ
O'dowd	2100 N. Wilmot, Suite 211	Tucson	AZ
Keough	2631 S. Roosevelt Street	Tempe	AZ
Thomas	Po Box 44216	Phoenix	AZ
Schrock	24654 N. Lake Pleasant Pkwy	Peoria	AZ
Acton	1240 W 15th Ln	Apache Junction	AZ
Earley	8728 Utica Ave	Rancho Cucamonga	CA
Kaufman	626 West Flores	Tucson	AZ
Hansen	21605 N. Central Ave.	Phoenix	AZ
Babin	1440 W Houston Ave	Gilbert	AZ
Dawson	30045 Fm 2978 Rd	Magnolia	TX
Coppo	6652 W Buckeye Rd.	Phoenix	AZ
Grubler	38-18 33rd Street	Long Island City	NY
Chestnut	207 W. Clarendon 11f	Phoenix	AZ
Borino	16650 North 91st Street, Suite 108	Scottsdale	AZ
Cason	316 W Washington Ave #975	Madison	WI
Aldaco	23828 W La Salle St	Buckeye	AZ
Close	2470 S. 2nd Ave.	Yuma	AZ
Mccormick	12251 Industry Street	Garden Grove	CA
Stiles	4880 Cottonwood	Taylor	AZ
Barrios	2604 W. St Street Unit 29	Tempe	AZ
Rodriguez	950 E Baseline Ave	Apache Junction	AZ

Korklan	107 W Blacklidge Dr	Tucson	AZ
Kearsing	3130 W Harvard	Santa Ana	CA
Morris	3418 South 48th Street Suite #9	Phoenix	AZ
Dear	Po Box 6899	Glendale	AZ
Smead	275 S. Kino Parkway	Tucson	AZ
Corbett	11550 Somerton Ave	Yuma	AZ
Lundy	10105 E Via Linda Road , Ste 103-19	Scottsdale	AZ
Schrotenboer	1038 W 23 St	Tempe	AZ
Prince	5617 E. Hillery Dr.	Scottsdale	AZ
Leon	1201 N. 54th Ave., Suite 127	Phoenix	AZ
Lewis	P.o. Box 2718	Peoria	AZ
Brooks	2418 Encino St	Harlingen	TX
Tilton	2042 N. Country Road	Wading River	NY
Goin	150 N William Dillard Dr, Ste D-115	Gilbert	AZ
Danboise	1101 Market St	Philadelphia	PA
Pope	3015 West Clarendon Avenue	Phoenix	AZ
Turilli	3408 West Flower Street	Phoenix	AZ
Goh	9426 N. 11th Avenue	Phoenix	AZ
Temple	924 East Impala Avenue Suite 101	Mesa	AZ
Craig	2626 S Camino Seco	Tucson	AZ
Pedersen	Po Box 219	Tempe	AZ
Griego	8961 N 79th Ave #102	Peoria	AZ
Ridley	1720 W Deer Valley Rd Suite 105	Phoenix	AZ
Ratka	9226 N 5th Ave	Phoenix	AZ
Parra	2710 W Bell Rd Suite, 1240	Phoenix	AZ
Urbina	11035 N 21st Ave.	Phoenix	AZ
Tometich	2880 E. Germann Rd., Suite 11	Chandler	AZ
Reynolds	24825 N. 16th Avenue	Phoenix	AZ
Beckett	1410 S. 2nd Ave	Yuma	AZ
Keim	3831 E. Grove St.	Phoenix	AZ
Mcmahon	3318 E. Jerome Ave	Mesa	AZ
Finch	3415 W. Glendale Ave, Ste 2	Phoenix,	AZ
Hall	729 E. Buckeye	Phoenix	AZ
Clifford	4201 N. 47th Ave.	Phoenix	AZ
Ganem	4201 N. 47th Ave	Phoenix	AZ
Grace	23610 N 20th Dr #2	Phoenix	AZ
Yuhas	440 N. 7th Ave	Tucson	AZ
Orozco	2065 W Obispo Ave	Gilbert	AZ
Gomez	2065 W Obispo, Ste 101	Gilbert	AZ
Anderson	4109 E Monsanto	Sierra Vista	AZ
Ausherman	Po Box 30	Myersville	MD
Henderson	728 S Campbell Ave	Tucson	AZ
Cline	27346 N. 85th Drive	Peoria	AZ
Marquez	2061 3rd St	Riverside	CA

Boerner	2435 E Indian School Rd	Phoenix	AZ
Carroll	5519 E. Washington Street	Phoenix	AZ
Briston Construction	309 E 10th Dr	Mesa	AZ
Van Horne	7280 N Glen Harbor Blvd	Glendale	AZ
Harrell	3540 East 26th Street	Vernon	CA
Wright	Po Box 746298	Arvada	CO
Gunkel	P.o. Box 6407	Albuquerque	NM
Fagan	4020 N 16th Street	Phoenix	AZ
Murphy	1250 S Pima	Mesa	AZ
Mitchell	P.o. Box 214	Queen Creek	AZ
Rios	201 Marple Ave	Clifton Hts.	PA
Seifert	3802 E University Dr	Phoenix	AZ
Gladden	5222 W. Pershing Ave	Glendale	AZ
Doles	2523 E Desert Ln	Gilbert	AZ
D'addabbo	208 S. Country Club	Mesa	AZ
Kwiatkowski	1400 E. Butler Avenue	Flagstaff	AZ
Cullumber	1256 West Chandler Blvd, Suite E	Chandler	AZ
Crosby	2727 Chemsearch Blvd	Irving	TX
Mccormick	2432 W Peoria Ave Suite 1144	Phoenix	AZ
Varns	407 S. 107th Ave	Tolleson	AZ
Fassler	2140 S 7th Ave Suite 140	Phoenix	AZ
Mcdonald	2744 W. Virginia Ave.	Phoenix	AZ
Bell	20634 N 28th St #170	Phoenix	AZ
Muir	4585 S. Coach Road #101	Tucson	AZ
Croke	2473 S Higley Rd Ste 104-154	Gilbert	AZ
Gruber	Po Box 37022	Tucson	AZ
Police	1615 W. 12th Place	Tempe	AZ
Sparenga	6875 W Galveston St	Chandler	AZ
Hatley	6875 W. Galveston St.	Chandler	AZ
Pollock	3901 E Winslow Ave	Phoenix	AZ
Sertich	2111 E 17th Street	Tucson	AZ
Ramirez	6195 E 47th Street	Yuma	AZ
Montana	6195 E. 47th Street	Yuma	AZ
Exton	400 Sw 7th Street	Stuart	FL
Oberstein	105 E. Buena Vista Dr.	Tempe	AZ
Tignini	4829 South 38th Street	Phoenix	AZ
Becker	3930 E. Glade Ave.	Mesa	AZ
Vogt	3580 W. Electra Lane #1	Glendale	AZ
Dowd	408 S. Hamilton Ct	Gilbert	AZ
Thompson	Po Box 9227	Mesa	AZ
Scott	2333 E. Palo Verde St.	Yuma	AZ
Vella	8646 E. Tecolote Circle	Scottsdale	AZ
Rudy	1955 W. Grant Rd.	Tucson	AZ

Howerton	331 32nd Ave	Brookings	MN
Deal	5690 Wessex Dr.	Wedgefield	SC
Caldwell	Po Box 2038	Cortaro	Az
Henry	1404 W. San Pedro	Gilbert	AZ
Miller	1045 E 21st St, Suite C	Yuma	AZ
Rodriguez	P.obox 1375	Yuma	AZ
Green	Po Box 2662	Peoria	AZ
Mcspadden	Po Box 26820	Phoenix	AZ
Dodson	Pob 2017	Lakeside	AZ
Crabbe	2912 Buffalo Trail	Flagstaff	AZ
Vass	6002 S. Ash Ave	Tempe	AZ
Milak	3040 Abell Avenue	Baltimore	MD
Mortensen	Po Box 203	Klickitat	WA
Ozuna	17339 S Avenue B 1/2	Somerton	AZ
Yturralde	14939 N. 114th Pl	Scottsdale	AZ
Justin	3317 E. Bloomfield Road	Phoenix	AZ
Sanders	954 N. Alvernon Way	Tucson	AZ
Johnson	3584 W. 13th Place	Yuma	AZ
Robins	4050 E. Cotton Center Blvd Bldg 4	Phoenix	AZ
Diaz	4125 E. Madison Street	Phoenix	AZ
Kallan	4125 E. Madison Street	Phoenix	AZ
Keith	8721 N. 79th Ave	Peoria	AZ
Marrujo	7443 E. Laguna Azul Ave.	Mesa	AZ
Oropeza	2340 E. Parkside Lane # H107	Phoenix	AZ
Gardner	P.o. Box 14359	Mesa	AZ
Kinchen	4611 S. 33rd Street	Phoenix	AZ
Meyer	1230 N Hobson St. #107	Gilbert	AZ
Montano	4250 S. Station Master Dr	Tucson	AZ
Dowell	955 W.chandler Blvd # 16	Chandler	AZ
Christy	1108 S. Lewis	Mesa	AZ
Norton	2201 E. Medina	Tucson	AZ
Reyes	1310 N Mondel Dr, Ste 102	Gilbert	AZ
Grindle	2650 S. 46th Street	Phoenix	AZ
Lovato	616 S. Cynthia Ave	Tucson, Az 85710	AZ
Richardson	4108 E. Air Lane	Phoenix	AZ
Straubing	3568 Peoria Street	Aurora	CO
Fredia	1400 N Fiesta Blvd.	Gilbert	AZ
Bolen	8524 E Edgemont Ave	Scottsdale	AZ
Deal	3801 E Roeser Rd. Suite 1	Phoenix	AZ
Ruggiero	750 S. Cooper Rd	Gilbert	AZ
Green	4353 E. Torrey Pines Ln.	Chandler	AZ
Racine	3688 S. Park Ave	Tucson	AZ
Goudy	Po Box 18258	Tucson	AZ
Smith	2555 N Coyote Drive	Tucson	AZ
Botkin	3760 East Tennessee Street	Tucson	AZ

Lane	708 Alhambra Blvd, Suite 200	Sacramento	CA
Lomoglio	21439 N 2nd Ave	Phoenix	AZ
Johnson	2200 E. Cindy St.	Chandler	AZ
Wagner	2108 W. Shangri La	Phoenix	AZ
King	2108 W. Shangri-la Rd.	Phoenix	AZ
Deisler	1925 E. Huntington Dr	Flagstaff	AZ
Allen	515 S. Drew St	Mesa	AZ
Fischer	4330 N. 43rd Ave	Phoenix	AZ
Leblanc	23025 N. 15th Ave., Ste #101	Phoenix	AZ
Hansberger	660 East 18th Place	Yuma	AZ
Haro	4607 N 87th Ave	Phoenix	AZ
Franzen	1048 West Maricopa Freeway	Phoenix	AZ
Diez	2225 W Parkside Lane	Phoenix	AZ
Hawkins	15054 W. Heritage Oakway	Surprise	AZ
	A. 101 Riverview Parkway	Santee	CA
Cebrynski	3738 W. Commonwealth Pl Suite 10	Chandler	AZ
Gross	2100 Norcross Parkway # 130	Norcross	GA
Hernandez	3734 East Anne Street	Phoenix	AZ
Lloyd	1616 W. 17th Street	Phoenix	AZ
Walter	21111 N 19th Ave	Phoenix	AZ
Hines	21111 N 19th Ave. N19e4	Phoenix	AZ
Mcclure	19801 N. 59th Ave.#11844	Glendale	AZ
Thomas	4585 S Palo Verde Rd, Suite 415	Tucson	AZ
Dainko	379 South I Street	San Bernardino	CA
Berry	1493 N. Tech Blvd.	Gilbert	AZ
Bacso	1120 W Bethany Home Road	Phoenix	AZ
Vittone	834 East Tonto Street	Phoenix	AZ
Mcgowan	4620 E. Elwood, Ste. #7	Phoenix	AZ
George	701 San Marco Blvd, Att: Bids Team	Jacksonville	FL
George	701 San Marco Blvd Att: Bids Team	Jacksonville	FL
Navarrete	8287 N 214th St W	Lakeville	MN
Vallejo	8287 - 214th Street West	Lakeville	MN
Reece	1427 W. Broadway Rd.	Mesa	AZ
Kann	1427 W. Broadway	Mesa	AZ
Hareza	1841 E. Washington Street	Phoenix	AZ
Schneider	1215 W Rio Salado Parkway	Tempe	AZ
Schlessinger	1215 W Rio Salado Parkway Suite 107	Phoenix	AZ
Henderson	1675 N Delaware	Chandler	AZ
Boughton	1675 N. Delaware St.	Chandler	AZ
Benitez	3700 East Columbia #120	Tucson	AZ
Whetstone	2032 West 4th Street	Tempe	AZ
Jackson	10360 E. Fort Lowell Rd.	Tucson	AZ
Karsten	28220 N Tatum Blvd	Cave Creek	AZ
Panuccio	641south Drew Street	Mesa	AZ
Frost	3609 E Superior Ave	Phoenix	AZ



Groth	1881 East University Drive	Phoenix	AZ
Boyd	Po Box 909	Yuma	AZ
Garcia	11713 W. Thunderbird Rd.	El Mirage	AZ
Banks	Po Box 4914	Huachuca City	AZ
Formanek	Po Box 11045	Prescott	AZ
Lundgreen	12351 4e	Yuma	AZ
Pena	19930 S. Sonoita Hwy	Vail	AZ
Leeds	9467 E. Spur Dr.	Yuma	CA
Rayburn	28241 Crown Valley Pkwy, Ste. F-140	Laguna Niguel	CA
Lobel	20118 N 67th Ave, Ste 300	Glendale	AZ
Hickey	Po Box 121554	Fort Worth	TX
Ziebron	3620 E Roeser Rd	Phoenix	AZ
Hunsley	6225 N 24th Street, Suite 200	Phoenix	AZ
Fields	6225 N 24th Street, Suite 200	Phoenix	AZ
Rucker	702 E Bell Road, Suite 121	Phoenix	AZ
Johnson	2620 E. Rose Garden Ln. Ste 1	Phoenix	AZ
Baldwin	2620 E. Rose Garden Ln., Suite 1	Phoenix	AZ
Phalen	2055 E. 19th St	Tucson	AZ
Dickson	63 S Hamilton Place	Gilbert	AZ
Hobbess	1850 E. Riverview Drive	Phoenix	AZ
Nowak	4125 E Madison	Phoenix	Arizona
Ulrich	4322 E Cheery Lynn Road	Phoenix	AZ
Nikov	305 E Vaughn Ave	Gilbert	AZ
Lai	12345 Crosthwaite Cir	Poway	CA
Moran	1460 S. 2nd Avenue	Yuma	AZ
Iffrig	4050 East Columbia Street	Tucson	AZ
Cassidy	10795 Watson Rd.	St. Louis	MO
Wolfe	1345 N Hobson Street	Gilbert	AZ
Kortje	55 West Hoover, Suite #10	Mesa	AZ
Schneider	600 E Gilbert Dr	Tempe	AZ
Kamka	254 S. Mulberry Suite 102	Mesa	AZ
El-mousa	1050 N. Fairway Dr. Suite C-110	Avondale	AZ
Dawdy	202 S. 29th Street	Phoenix	AZ
Picchioni	1991 E. Ajo Way	Tucson	AZ
Eaves	943 South 48th St. Suite 114	Tempe	AZ
Morin	3290 S Joanie Ave, Ste 1	Yuma	AZ
Laughlin	2730 E. Jones Ave. Suite 104	Phoenix	AZ
King	1220 S. Pasadena	Mesa	AZ
Phillips	1825 W. Drake Dr. #102	Tempe	AZ
Defelice	1153 W. Broadway Road	Tempe	AZ
Levy	9900 Global Road	Philadelphia	PA
Ramirez	2605 E Via De Palmas	Gilbert Az 85298	AZ
Clark	P. O. Box 1906	Hutchinson	KS
Morton	255 East Osborn Road, Suite 202	Phoenix	AZ

Gwozdz	4751 E. Sunrise Dr.	Tucson	AZ
Brown	Po Box 850	Concordville	PA
Sherrard	660 E Main Street	Mesa	AZ
Peinado	2734 E 14th Street	Yuma	AZ
Gamiz	1822 E Jackson Street	Phoenix	AZ
Gatlin	1515 W University Dr, Suite 101	Tempe	AZ
Dixon	3848 S. 36th St	Phoenix	AZ
Keister	51 Prochemtech Drive, Po Box 214	Brockway	PA
Broughton	2475 W. Dallas Ave	Apache Junction	AZ
Cole	6771 E. Outlook Dr.	Tucson	AZ
Neuser	6771 E Outlook Dr.	Tucson	AZ
Feroleto	11052 N. 24 Ave.	Phoenix	AZ
Menninga	3966 Frontage Road	Bullhead City	AZ
Folkerth	23910 N 19th Ave, Suite 66	Phoenix	AZ
Wilson	26001 S. Arizona Ave.	Chandler	AZ
Benjamin	26001 S Arizona Ave	Chandler	AZ
Bruggeman	1220 W. Geneva Dr	Tempe	AZ
Baker	2602 W Bloomfield Rd	Phoenix	AZ
Mounts	3025 W. Weldon Ave	Phoenix	AZ
Fullford	402 Rawles Ct. Ind. In.	Indianapolis	IN
Porter	4140 N. 44th Street	Phoenix	AZ
Valdez	3144 Grand Ave	Phoenix	AZ
Bush	P.o. Box 9663	Chandler Heights	AZ
Roberts	2050 N. Alma School Rd # 18	Chandler	AZ
Specht	7250 W Frier Rd	Glendale	AZ
Hussey	2728 W. Weldon	Phoenix	AZ
Watson	33954nchuckwallatrail	Queenecreek	AZ
Sales	1830 W Fillmore	Phoenix	AZ
Bowyer	1001 S Edward Drive	Tempe	AZ
Young	424 E Baseline Rd	Mesa	AZ
Vazquez	Guillermo@sharkplumbing.com	Tempe, Az 85281	AZ
Morrell	8625 E Mcdowell Rd	Scottsdale	AZ
Tofstad	23015 N 15th Ave #107	Phoenix	AZ
Conway	4602 S. 36th St.	Phoenix	AZ
Christison	1409 N. 19th Ave.	Phoenix	AZ
Johnston	4656 South 33rd Street	Phoenix	AZ
Spang	5815 N. Black Canyon Hiway	Phoenix	AZ
Lee	2401 N. 24th Ave	Phoenix	AZ
Greenwood	2501 East University	Phoenix	AZ
Abahazie	283 Cranes Roost Blvd., Suite 260	Altamonte Springs	FL
Yu	3080 12th St, Riverside, Ca 92507	Riverside	CA
Decker	23910 N 19th Avenue St 64	Phoenix	AZ
Perkins	3422 W Osborn	Phoenix	AZ
Sanchez	2006 S Kennedy Lane	Yuma	AZ

Knopp	2519 West Geneva Drive	Tempe	AZ
Myers	2114 E. Indian School Rd	Phx.	AZ
Worswick	1845 Midpak Road Suite 201	Knoxville	TN
Rodgers	3723 W South Butte Rd	Queen Creek	AZ
Gerardin	6504 West Straight Arrow Lane	Phoenix	AZ
Campbell	43393 W Somerset Dr.	Maricopa	AZ
Larson	202 S 1st Avenue Suite 205	Yuma	AZ
Gomez	3804 E. Watkins Street	Phoenix	AZ
Kitchen	2222 West Grant Street	Phoenix	AZ
Munoz	205 S 29th St	Phoenix	AZ
Alvarez	461 N. Dean Avenue	Chandler	AZ
Metteer Jr	3951 E Columbia St	Tucson	AZ
Balir	1615 W University Blvd Ste.131	Tempe	AZ
Cole	3951 E. Columbia Street	Tucson	AZ
Ciotti	3571 E. Riho Lane	Yuma	AZ
French	7845 E. Redfield Road, Suite 100	Scottsdale	AZ
Brandon	3860 S. Palo Verde Rd. , Suite 308	Tucson	AZ
Donley	25041 Anza Dr.	Valencia	CA
Heywood	Po Box 5631	Mesa	AZ
Scott	1590 E Riverview Drive	Phoenix	AZ
Pannarale	7124 W Frier Dr	Glendale	AZ
Westerman	9330 Priority Way	Indianapolis	IN
Helm	6932 W. Cinnabar Ave	Peoria	AZ
Abbey	1702 W Third Street	Tempe	AZ
Sully	1702 W 3rd St.	Tempe	AZ
Gentil	3820 E. 44th Street	Tucson	AZ
Coghill	4832 S 35th St	Phoenix	AZ
Slauterbeck	3385 N. Nevada St,	Chandler	AZ
Sanders	P.o. Box 86368	Phoenix	AZ
Todd	245 S. Dobson Rd	Mesa	AZ
Seech	245 S Dobson Rd	Mesa	AZ
Moore	1429 S. 7th St.	Phoenix	AZ
O'Neill	P O Box 20007	Phoenix	AZ
Berney	7031 W. Oakland Street	Chandler	AZ
Kuvakos	5035 S. 33rd. Street	Phoenix	AZ
Dohn	4520 S Coach Dr	Tucson	AZ
Fuller	220 E Germann Rd 115	Gilbert	AZ
Balli	2252 North 23rd Drive	Phoenix	AZ
Howard	1220 E Pine Street	Lodi	CA
Victorino	2565 N Huachuca Dr	Tucson	AZ
Granado	18704 E. Chandler Heights Rd	Queen Creek	AZ
Team	8201 South 212th Street	Kent	WA
Bateman	3312 East Broadway Road	Phoenix	AZ
Sarrett	8245 E. Bell Road, Suite #132	Scottsdale	AZ
Haake	23910 N 19th Ave, Ste 02	Phoenix	AZ

Neumeyer	3938 W Campo Bello Dr	Glendale	AZ
Lehmann	1055 S 3600 W	Salt Lake City	UT
Romero	4750 N La Cholla Blvd	Tucson	AZ
Skold	610 Executive Campus Drive	Westerville	OH
Eaton	1911 E. University Dr.	Phoenix	AZ
Emshoff	7626 S Willow	Tempe	AZ
Beatty	1375 W Glenn St	Tucson	AZ
Byrnes	2150 W Broadway Road, Suite 109	Mesa	AZ
Wenrich	4650 W. Sweetwater Ave	Glendale	AZ
Woods	4956 E. Ingram St.	Mesa	AZ
Hughes	5059 N. 54th Ave.	Glendale	AZ
Baysinger	13178 W. Granada Rd.	Goodyear	AZ
Dreiling	Po Box 5818	Goodyear	AZ
Lalonde	2153 East Cedar Street, Suite 1	Tempe	AZ
Terra	6007 S. 40th Street	Phoenix	AZ
Reineck	4346 E. Elwood St. Suite 100	Phoenix	AZ
Tomeoni	4346 E Elwood St Suite 100	Phoenix	AZ
Willows	7615 N. 75th Ave #101	Glendale	AZ
Houchin	3365 E. Michigan Street	Tucson	AZ
Johnson	1515 W Escuda Road	Phoenix	AZ
Trejo	2048 N. 44th St., Ste. 200	Phoenix	AZ
Graziadei	600 E. Gilbert Drive	Tempe	AZ
Rocha	710 N Marshall Loop	Somerton	AZ
Garman	5860 N. Fulton Dr., 5860 N. Fulton	Prescott Valley	AZ
Rushton	5860 N. Fulton Drive	Prescott Valley	AZ
Teeling	350 W 16th St Ste 207	Yuma	AZ
Bridgeman	1275b S. Pacific Avenue	Yuma	AZ

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## IVAC Repair and Maintenance Services

10:46 PM Arizona Time

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15 or rejected bids, though will if the bid is awarded  
s, b) rejected bids and c) awarded bids

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ZIP CODE	PHONE	EMAIL
85260	4804902080	<a href="mailto:brad.vanderhye@temperaturepro.com">brad.vanderhye@temperaturepro.com</a>
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85142	480-671-1036	<a href="mailto:caacton@qwestoffice.net">caacton@qwestoffice.net</a>
85020	602-944-5477	<a href="mailto:anna@ajpelectric.com">anna@ajpelectric.com</a>
85338	6238531482	<a href="mailto:bryan@aqualityhvac.org">bryan@aqualityhvac.org</a>
85713	520 624-2223	<a href="mailto:ASPLUMBING1@YAHOO.COM">ASPLUMBING1@YAHOO.COM</a>
85007	602-252-7867	<a href="mailto:pat.neel@wecanpump.com">pat.neel@wecanpump.com</a>
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85034	602-437-9323	<a href="mailto:estimating@aarametals.com">estimating@aarametals.com</a>
85040	6022684455	<a href="mailto:ABCAsphaltCo@aol.com">ABCAsphaltCo@aol.com</a>
85750	520-777-0511	<a href="mailto:bids@abcosolar.com">bids@abcosolar.com</a>
85282	6026957033	<a href="mailto:Brian.Keough@abm.com">Brian.Keough@abm.com</a>
85064-4216	602-404-7250	<a href="mailto:abwcleaning1@qwestoffice.net">abwcleaning1@qwestoffice.net</a>
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	Phoenix Elementary School District #1 Request for Proposals <b>Amendment #1</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
	RFP: 003-1718 Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services	Page 1 of 1	

December 4, 2017

RE: 003-1718 Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services

**Amendment #1**

*I have received the following written question:*

“Hello I was wondering if the bid for Plumbing and HVAC services had to be bid together or if you could tell me if I can just bid on the HVAC services portion”


*The answer to this question is:*

Yes, you may submit a Proposal for either Plumbing or HVAC or both. Thank you.

Please do not hesitate to contact me with questions. Questions regarding this RFP should be directed, in writing, to Christina Ronnberg, Procurement & Materials Manager. Written questions should be submitted by email to [christina.ronnberg@phxschools.org](mailto:christina.ronnberg@phxschools.org) or faxed to 602-257-2903 by December 18, 2017 by 5:00 p.m. (local time) to allow for adequate response time.

Sincerely,

Christina Ronnberg  
Procurement & Materials Manager  
Phoenix Elementary School District #1

	Phoenix Elementary School District #1 Request for Proposals <b>Amendment #2</b>		1817 North 7 <sup>th</sup> Street Phoenix AZ 85006 602-257-3755 www.phxschools.org
	RFP: 003-1718 Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services	Page 1 of 1	

December 14, 2017

RE: 003-1718 Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services

**Amendment #2**

*I have received the following written question:*

“Hello I was wondering if the bid for Plumbing and HVAC services had to be bid together or if you could tell me if I can just bid on the HVAC services portion”

*The answer to this question is:*

Yes, you may submit a Proposal for either Plumbing or HVAC or both. Thank you.

Please do not hesitate to contact me with questions. Questions regarding this RFP should be directed, in writing, to Christina Ronnberg, Procurement & Materials Manager. Written questions should be submitted by email to [christina.ronnberg@phxschools.org](mailto:christina.ronnberg@phxschools.org) or faxed to 602-257-2903 by December 18, 2017 by 5:00 p.m. (local time) to allow for adequate response time.

Sincerely,

Christina Ronnberg  
Procurement & Materials Manager  
Phoenix Elementary School District #1





Phoenix Elementary School District #1  
Request for Proposals

RFP: 003-1718  
Plumbing and Heating Ventilation Air Conditioning  
(HVAC) Repair and Maintenance Services

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of 1

1817 North 7<sup>th</sup> Street  
Phoenix AZ 85006  
602-257-3755  
www.phxschools.org

**ORIGINAL RECORD of Received RFPs**

**Request for Proposal RFP: 003-1718**

**Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services**

**Closing Date/Time: January 16, 2017 @ 11:00 A.M. Local Time**

In accordance with the Arizona State School District Procurement Rule R7-2-1045: Receipt, opening and recording of proposals: A school district shall maintain a record of proposals and modifications received for each solicitation, shall record the time and date when each proposal or modification is received, and shall store each unopened proposal or modification in a secure place until the proposal due date and time.

The Phoenix Elementary School District received the proposals listed below for RFP: 003-1718  
Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services

	Company	Time	Date	Received by: (print name)	Initials*	Initials**
1	EMCOR ✓	4:00	1.11.18	C. Ronnberg	CR	CR
2	Raymond Blair/ <sup>San</sup> Mechanical ✓	8:00	1.16.18	K. Hadley	KH	CR
3	McCarthy ✓	8:33	1.16.18	C. Ronnberg	CR	KH
	A Quality HVAC ✓	8:51	1.16.18	C. Ronnberg	CR	KH
5	HACI Service ✓	9:24	1.16.18	C. Ronnberg	CR	KH
6	Unitect ✓	9:59	1.16.18	J. Orona	JO	CR
7	Pueblo Mechanical ✓	9:21	1.16.18	J. Orona	JO	CR
8	Crawford Mechanical ✓	10:09	1.16.18	J. Orona	JO	CR
9	Hernandez Comp. ✓	9:44	1.16.18	J. Orona	JO	CR
10	Andrews Refrigeration ✓	10:29	1.16.18	J. Orona	JO	CR
11	Andrews Services ✓	10:30	1.16.18	J. Orona	JO	CR
12						

\*Initial of Person receiving the Proposal.

\*\* Initial of Purchase Manager

I/We hereby certify that the above information is correct and that the proposals were received prior to the time and date for RFP: 003-1718 Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services

Print: Chris Lisa Ronnberg Signature: [Signature] Date: 1.16.18  
Print: Kim Hadley Signature: [Signature] Date: 1.16.18



**Request for Proposal (RFP) 007-1718  
Plumbing and HVAC Repair and Maintenance Services**

January 17, 2018

Dear Committee Member:

You have been selected to participate in the evaluation of the above referenced Request for Proposal. Your selection was based, in part, on your ability to develop an objective and/or subjective analysis of each proposal.

It is essential that the integrity of this process be maintained to ensure that each offeror is given fair and equal consideration. Your familiarity with particular brands, types of products, material, or firms may tend to influence your evaluation: however, you are required in this specific instance to be particularly objective and guard against any tendency that might slant your evaluation in favor of a personal preference.

You are required to report to the Procurement and Materials Manager, Christina Ronnberg, any actual or potential conflict of interest as defined in A.R.S. 38-502. An additional consideration is the legal mandate to maintain strict security and confidentiality regarding the content of any bid/proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process. Now that this process has started, it is essential that any contract with the offeror be through, and by, the Procurement and Materials Manager.

In addition, the Evaluation Committee Member shall not communicate, except during formal Committee meetings, with any offeror or potential sub-contractor to that offeror prior to award nor shall that Member discuss proposals or their evaluation with anyone other than the Procurement and Materials Manager and/or Evaluation Committee Members. This statement is mandatory.

**To emphasize the importance of the above considerations, you are asked to sign the following statement:**

*I have read and understood the above and agree to be bound by the rules and principles represented. I know of no conflict of interest on my part nor have I committed any indiscretion or accepted any gratuities or favors that would compromise my impartiality. I will maintain all deliberations of the Evaluation Committee in strict confidence during this process. My recommendations shall be based upon objective/subjective review of the bid(s)/proposal(s) and the appropriate award criteria from the bid/proposal in accordance with the School District Procurement code.*

Signature: Kim Hadley Date: 1/22/18

Print Name: Kim Hadley Position: Buyer/Purchasing Tech



**Request for Proposal (RFP) 007-1718  
Plumbing and HVAC Repair and Maintenance Services**

January 17, 2018

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Signature:  Date: \_\_\_\_\_

Print Name: Anthony Parra Position: Director of Plant Services & Transportation



**Request for Proposal (RFP) 007-1718  
Plumbing and HVAC Repair and Maintenance Services**

January 17, 2018

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Signature:  Date: 1/22/18

Print Name: Ronald M. Romo Position: Construction Supervisor



**Request for Proposal (RFP) 007-1718  
Plumbing and HVAC Repair and Maintenance Services**

January 17, 2018

Dear Committee Member:

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Signature:  Date: 1.22.18

Print Name: Christina Ronnberg Position: Procurement + Materials Mgr.



**Request for Proposal (RFP) 007-1718  
Plumbing and HVAC Repair and Maintenance Services**

January 17, 2018

Dear Committee Member:

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Signature:  Date: 1/22/18

Print Name: David Youkhanna Position: Maintenance Supervisor



Phoenix Elementary School District #1  
Request for Proposals  
**Evaluation Summary**

1817 North 7<sup>th</sup> Street  
Phoenix AZ 85006  
602-257-3755  
www.phxschools.org

RFP: 003-1718

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Plumbing and Heating Ventilation Air Conditioning  
(HVAC) Repair and Maintenance Services

Vendor (in alphabetical order)	Responsiveness	Qualifications & Experience	Cost	Total	Prices	Comments
<b><u>A Quality HVAC</u></b> Brian Cary 1300 S. Litchfield Rd. #A480 Goodyear, AZ 85338 623-853-1482 <a href="mailto:Bryan@AQualityHVAC.org">Bryan@AQualityHVAC.org</a>	400/400	445/500	70/100	<b>915/1000</b>	<b>HVAC:</b> \$87.00 per hour (regular hours) \$110.00 per hour (after hours or emergency)	HVAC Services <b>ONLY</b> <b>AWARDED</b>
<b><u>Andrews Services Inc.</u></b> <b><u>(PLUMBING)</u></b> Jayson Wagner 5617 E. Hillery Dr. Scottsdale, AZ 85254 602-992-9560 <a href="mailto:Jayson@andrewsaz.com">Jayson@andrewsaz.com</a>	400/400	446/500	100/100	<b>946/1000</b>	<b>Plumbing:</b> \$72.00 per hour (regular hours) \$72.00 per hour (after hours or emergency)	Plumbing Services <b>ONLY</b> <b>AWARDED</b>
<b><u>Andrews Refrigeration (HVAC)</u></b> Steve Prince 5617 E. Hillery Dr. Scottsdale, AZ 85254 602-992-9560 <a href="mailto:Steve@weareiceonline.com">Steve@weareiceonline.com</a>	400/400	475/500	100/100	<b>975/1000</b>	<b>HVAC:</b> \$72.00 per hour (regular hours) \$72.00 per hour (after hours or emergency)	HVAC Services <b>ONLY</b> Locations in Tucson and Phoenix Metro area <b>AWARDED</b>
<b><u>Crawford Mechanical Services,</u></b> <b><u>LLC.</u></b> Bryan Crawford 408 S. Hamilton Ct. Gilbert, AZ 85233	400/400	331/500	85/100	<b>816/1000</b>	<b>HVAC:</b> \$80.00 per hour (regular hours) \$120.00 per hour (after hours or emergency) \$160.00 per hour (holidays)	HVAC Services <b>ONLY</b> <b>AWARDED</b>



Phoenix Elementary School District #1  
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Plumbing and Heating Ventilation Air Conditioning  
(HVAC) Repair and Maintenance Services

480-722-1267 <a href="mailto:CrawfordSupport@cmsaz.com">CrawfordSupport@cmsaz.com</a>						
<b><u>EMCOR Services Arizona</u></b> Tom Robins 4125 E. Madison Phoenix, AZ 85034 866-899-4262 <a href="mailto:Tom_Robins@emcorgroup.com">Tom_Robins@emcorgroup.com</a>	400/400	463/500	98/100	<b>961/1000</b>	<b><u>Plumbing:</u></b> \$95.00 per hour (regular hours) \$142.50 per hour (after hours or emergency) \$190.00 per hour (Sundays or holidays) <b><u>HVAC:</u></b> \$105.00 per hour (regular hours) \$157.50 per hour (after hours or emergency) \$190.00 per hour (Sundays or holidays)	HVAC AND Plumbing <b>AWARDED</b>
<b><u>HACI Service, LLC.</u></b> Evelyn Alcaraz 2108 W. Shangri-La Rd. Phoenix, AZ 85029 623-521-0297 <a href="mailto:ealcaraz@hacimechanical.com">ealcaraz@hacimechanical.com</a>	400/400	355/500	80/100	<b>835/1000</b>	<b><u>Plumbing:</u></b> \$85.00 per hour (regular hours) \$127.50 per hour (after hours or emergency) \$170.00 per hour (holidays) <b><u>HVAC:</u></b> \$85.00 per hour (regular hours) \$127.50 per hour (after hours or emergency) \$170.00 per hour (holidays)	HVAC AND Plumbing <b>AWARDED</b>
<b><u>Hernandez Companies</u></b> Chris Hernandez 3734 E. Anne St. Phoenix, AZ 85040	400/400	445/500	90/100	<b>935/1000</b>	<b><u>Plumbing:</u></b> \$45.00 Apprentice per hour \$75.00 Journeyman per hour (regular hours)	Plumbing Services <b>ONLY</b> <b>AWARDED</b>





Phoenix Elementary School District #1  
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Plumbing and Heating Ventilation Air Conditioning  
(HVAC) Repair and Maintenance Services

<p><b><u>Hernandez Companies (cont'd)</u></b> 602-438-7825 info@hernandezcompanies.com</p>						<p>\$67.50 Apprentice per hour \$112.50 Journeyman per hour (after hours or emergency)</p>	
<p><b><u>McCarthy Building Companies, Inc.</u></b> Dave Peterson 6225 N. 24<sup>th</sup> St., Suite 200 Phoenix, AZ 85016 480-449-4700 <a href="mailto:dpeterson@mccarthy.com">dpeterson@mccarthy.com</a></p>	400/400	455/500	99/100	<b>954/1000</b>	<p><b><u>Plumbing:</u></b> \$46.24 per hour (regular hours) \$69.36 per hour (after hours or emergency) <b><u>HVAC:</u></b> \$48.96 per hour (regular hours) \$73.44 per hour (after hours or emergency)</p>	<p>HVAC AND Plumbing <b>AWARDED</b></p>	
<p><b><u>PM Plumbing &amp; Mechanical</u></b> Paul Sherrard 660 E. Main St. Mesa, AZ 85203 <a href="mailto:psherrard@pmlumb.com">psherrard@pmlumb.com</a></p>	400/400	350/500	50/100	<b>835/1000</b>	<p><b><u>Plumbing:</u></b> \$105.00 per hour (regular hours) \$125.00 per hour (after hours or emergency) <b><u>HVAC:</u></b> \$105.00 per hour (regular hours) \$125.00 per hour (after hours or emergency)</p>	<p>HVAC AND Plumbing <b>NOT AWARDED</b></p>	
<p><b><u>Pueblo Mechanical &amp; Controls</u></b> Steve Barry 6771 E. Outlook Dr. Tucson, AZ 85756 520-631-5456 <a href="mailto:steve@pueblo-mechanical.com">steve@pueblo-mechanical.com</a></p>	400/400	375/500	50/100	<b>825/1000</b>	<p><b><u>HVAC:</u></b> \$101.18 per hour (regular hours) \$130.15 per hour (after hours or emergency) \$45.00 trip charge (may apply) \$.56 per mile outside Phoenix city limits</p>	<p>HVAC Services <b>ONLY</b> <b>NOT AWARDED</b></p>	



Phoenix Elementary School District #1  
Request for Proposals  
**Evaluation Summary**

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Plumbing and Heating Ventilation Air Conditioning  
(HVAC) Repair and Maintenance Services

<p><b><u>Sun Mechanical</u></b> Raymond Blair 1615 W. University Dr., Suite 131 Tempe, AZ 85281 480-466-9464 <a href="mailto:Rblair@sunmechanical.net">Rblair@sunmechanical.net</a></p>	400/400	440/500	83/100	<b>923/1000</b>	<p><b><u>Plumbing:</u></b> \$82.00 per hour (regular hours) \$123.00 per hour (after hours or emergency) <b><u>HVAC:</u></b> \$80.00 Unitary per hour \$86.00 Commercial per hour \$92.00 Chiller per hour (regular hours) \$119.00 Unitary per hour \$128.00 Commercial per hour \$135.50 Chiller per hour (after hours or emergency)</p>	HVAC AND Plumbing <b>AWARDED</b>
<p><b><u>UNI-TECH</u></b> Jose Granado Jr. 685 E. Geronimo St. Chandler, AZ 85225 480-888-0264 <a href="mailto:estimating@uni-tech.com">estimating@uni-tech.com</a></p>	400/400	460/500	95/100	<b>955/1000</b>	<p><b><u>Plumbing:</u></b> \$69.00 per hour (regular hours) \$99.00 per hour (after hours or emergency) <b><u>HVAC:</u></b> \$69.00 per hour (regular hours) \$99.00 per hour (after hours or emergency)</p>	HVAC AND Plumbing <b>AWARDED</b>

**Governing Board Meeting Date: February 22, 2018**

**Agenda Item:**

**REQUEST: Request Approval of Award of RFP: 003-1718 Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services to multiple vendors**

**APPROVED BY:** Larry Weeks, Chief Executive Officer  
**SUBMITTED BY:** Rosanna Hidalgo, Assistant Superintendent for Business Services

- Action Item**                     
  **Consent Item**                     
  **Info. Item**                     
 **Policy Item**  
   
  **1<sup>st</sup> Reading (Info)**  
   
  **2<sup>nd</sup> Reading (Action)**  
 **Additional Attachments**

**RATIONALE:** The District solicited for Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services November 28, 2017.

The Request for Proposal was posted on the AZPurchasing Website for vendors registered under multiple categories related to plumbing and HVAC services.

Twelve (12) proposals were received by the date and time specified in the RFP. Each proposal received was reviewed by an Evaluation Committee.

After review, ten (10) vendors were determined to successfully meet the evaluation criteria and the Plumbing and HVAC needs of Phoenix #1. The Evaluation Committee agreed on the recommendation of the award to these ten (10) vendors (please see attached list).

**BLUEPRINT GOAL:** **Increase our Financial Capacity and Fund Our Programs and Services Efficiently and Equitably**

**RECOMMENDATION:** **Administration recommends that the Governing Board approve the award of the Request for Proposal (RFP 003-1718) for Plumbing and Heating Ventilation Air Conditioning (HVAC) Repair and Maintenance Services to multiple vendors**