

**CITY OF WINSLOW, ARIZONA
PROPOSAL PAMPHLET
FOR
EECBG CONTRACT #: I016-10-70
HVAC REPLACEMENT PROJECT
WINSLOW CITY HALL AND PUBLIC LIBRARY BUILDING**

NOTICE OF INVITATION FOR BIDS

Energy Efficiency Retrofit for the City of Winslow

**ISSUE DATE: January 18, 2012
DUE DATE: February 2, 2010 2:00 p.m.**

NOTICE IS HEREBY GIVEN that the City of Winslow is accepting sealed proposals for:

HVAC REPLACEMENT

Sealed bids for the described work will be received by the City Clerk at Winslow City Hall, 21 Williamson Avenue, Winslow, Arizona 86047 until February 2, 2012 at 2:00 p.m. the sealed bids are to be opened and read aloud on February 2, 2012. Copies of the Proposal Pamphlet for EECBG Contract # 1016-10-70 may be downloaded from the City of Winslow's official Website, www.ci.winslow.az.us.

SECTION I: GENERAL INFORMATION

A. BACKGROUND

The City of Winslow received a grant from the Governor's Office of Energy Policy, formerly the Arizona Department of Commerce Energy Office, in conjunction with the American Reinvestment and Recovery Act (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) program to implement energy efficiency measures at local government facilities.

B. PURPOSE OF REQUEST FOR BIDS

The City of Winslow issues this Invitation for Bids (IFB) to select a qualified contractor to replace HVAC units at the Winslow Public Library Building, and Winslow City Hall. The new HVAC units will replace existing units as outlined in the Scope of Work Section of the IFB.

Generally, the project entails the following:

- Removal and replacement of current HVAC units and associated equipment as described in Instructions to Bidders, Section 16, Vendor Requirements, Section 17, Materials and Equipment, and Section 18, Scope of Work: City Hall and Library.

The procedure for submittal of questions is provided in Section II: General Terms & Conditions. Bids are due February 2, 2012.

SECTION II: GENERAL TERMS AND CONDITIONS

A. ISSUING OFFICE

This IFB is issued by the City of Winslow.

B. CANCELLATION AND MODIFICATION

The City of Winslow reserves the right to cancel or modify this IFB as needed. Modifications to the IFB will be posted at Winslow City Hall, and attempts will be made to notify all interested parties of the modifications.

In addition, the City of Winslow reserves the right to reject any and all bids and to waive minor irregularities and informalities therein and further reserves the right to award the contract to the most responsive and responsible bidder.

C. INQUIRIES

Inquiries concerning this IFB, selection of the successful proposer, and administration of the contract must be directed to the Project Manager:

Paul Ferris
Principal Planner
Phone: 928-289-1415
E-mail: paul.ferris@ci.winslow.az.us

Verbal communication from the Project Manager is not binding and shall not alter a specification, term or condition of this IFB. Responses to inquiries will be made in writing. Inquiries or requests for information shall not be made to other staff. Any attempt on the part of any consultant or any of its employees, agents or representatives to contact anyone other than the party listed above regarding this IFB, will lead to disqualification. Respondents are strongly encouraged to identify concerns, issues, or questions that should be considered by the Issuing Office.

D. DUE DATE

Proposals are due February 2, 2012 by 2:00 p.m. Proposals may be submitted by mail, or hand delivery. Information pertaining to each submittal option is listed below. All proposals must be addressed to the Winslow City Clerk, 21 Williamson Avenue, Winslow, Arizona 86047 and shall have the project title endorsed thereon as provided in this Invitation for Bids.

Paul Ferris, Principal Planner

Date

INSTRUCTIONS TO BIDDERS

- 1. Bid Submittal:** One original and one copy of the bid, both bearing an original signature, must be received in a sealed envelope plainly marked "Sealed Bid HVAC Replacement" with the date and time of the opening in the lower left corner of the envelope. A representative of the company submitting the bid must sign bids in blue or black ink.
- 2. Bid Opening:** It is the responsibility of the bidder to assure that the bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m. on February 2, 2012 as specified in the Notice of Invitation for Bids. Bids which for any reason are not so delivered will not be considered.
- 3. Conditions at Site of Work:** Bidders are required to visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such the location, accessibility, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

4. **Explanation to Bidders:** Any explanation desired by bidders regarding the meaning or interpretation of the IFB contents, (i.e., Scope of Work) shall be requested in writing with sufficient time to permit a reply to reach all bidders prior to bid opening, then such explanation will be responded to in writing. Oral explanations or instructions given before the award of the contract will not be binding until reproduced in writing and a copy given to the bidder. Any interpretation made will be in the form of an addendum to the scope of work and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged on the Project Proposal.

5. **Pre-Bid Conference:** A mandatory pre-bid conference to discuss questions that may have arisen regarding this project will be conducted on January 26, 2012 at 10:00 am in Winslow City Hall, 21 Williamson Avenue, Winslow, Arizona 86047. Access to the project sites will be made available.

6. **Notices of Award and to Proceed & Pre-Construction Conference:** After award of the Bid, the successful bidder will be notified in writing by a "Notice of Award" letter. The successful bidder shall execute the contract documents and file with the City Clerk the required bonds and insurance within ten (10) calendar days of the date of this written notification. Work shall not start until the contract has been executed by both the successful bidder and the County and the "Notice to Proceed" has been received by the successful bidder.

The "Notice to Proceed" shall not be given until after the Contractor and the City have held a Pre-Construction Conference. This conference will be scheduled by the Contractor and the Project Manager within ten (10) days of the City Clerk's receipt of the executed contract documents and required bonds and insurance.

The Contractor shall commence work as soon as practicable after the starting date specified in the "Notice to Proceed", but no later than thirty (30) days after the execution of the contract documents by both parties. The Contractor agrees that commencement of work within thirty (30) days of contract execution is a reasonable period of time for commencement and that failure to commence may result in the prosecution of the work being taken out of the hands of the Contractor. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus authorized extensions, beginning with the day following the starting date specified in the "Notice to Proceed".

7. Preparation of Bids:

a) The bid shall provide for quotation of a separate price for each task item listed under Section 18, Scope of Work: City Hall and Library. Bidders must quote on all task items listed in Section 18 herein; and they are warned that failure to do so may disqualify the bid. One contractor shall be awarded all work possible within existing funding

b) Unless specifically called for, alternate bids will not be considered.

c) Unless specifically called for, electronic facsimile ("FAX") bids will not be considered.

d) The bid must set out the number of calendar days in which the work will be completed

8. **Bid Security:** Each bid must be accompanied by cash, certified check of the bidder's, or bid bond of ten percent (10%) of the amount of the bid, duly executed by the bidder as principal and having as surety in the amount indicated on the form provided with this proposal pamphlet for the bid guarantee bond. Bonds not in the form provided will be accepted if the essential assurances are contained. Bonds

must be issued by a responsible surety licensed to do business in Arizona. Such cash, checks, or bid bonds will be returned as provided under sections regarding claims and release of bonds.

9. **Mistakes in Bids:** A bid may be withdrawn at any time before it is formally opened for consideration in the award of the contract. After a bid is opened, the bidder is bound by the offer and is obligated to accept the contract if the bid should be the successful bid. Even if an error was made in the preparation of the bid the bidder is obligated to accept the contract unless the mistake is so gross that the City can be charged with knowledge that the bidder had made a serious and unintentional mistake. In case of conflict between the amount shown on the Project Proposal and the Bid Schedule, the amount on the Bid Schedule, after adjusting if necessary, shall govern.

10. **Bidder's Signature and Authority:** If the bid is made by an individual, his name, signature, and post office address must be shown.

If made by a firm or partnership, the name and post office address of the firm or partnership, a list of all partners and the signature of at least one of the general partners must be shown. If made by a corporation, the bid shall show the name and post office address of the corporation and the title of the person who signs on behalf of the corporation.

The submission of a bid will constitute an incontrovertible representation by the bidder that he has completed and complied with every provision of this proposal pamphlet. In addition, without exception, the bid is premised upon performing and furnishing the work required by the contract documents and by such means, methods, techniques, sequences or procedures of construction as required in the contract documents. Furthermore, the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

11. **Non-Collusion Affidavit:** The bidder shall fill out the form "Non-Collusion Affidavit" and submit with the Project Proposal.

12. **Method of Award:** The City of Winslow may award the contract to the lowest and responsible bidder for the base bid and for alternates applied in the numerical order in which they are listed in the bid proposal to produce a contract of net amount which is within the budgeted funds. The City may give preference to bidders having prior successful EECBG retrofit and construction experience. The City is not bound until the contract is signed by the bidder and subsequently signed by an authorized representative of the City of Winslow. The representative of the City will not sign the contract until the bidder has performed all prerequisites to the execution of the contract.

13. **Permits, Fees, Taxes and Required Licenses:** The successful bidder shall have or obtain such contractor's license as may be required by the State of Arizona to do the work required in the bid. The successful bidder must have or shall obtain a City of Winslow business license. Unless otherwise provided in the Special Provisions the contractor shall secure and pay for all taxes, fees, licenses, or permits necessary to do the work.

14. **List of Subcontractors:** If a project is bid and the bidder is successful, the bidder shall fill out the form "List of Subcontractors" when subcontractors are employed and submitted with the Project Contract. The form entitled, "List of Subcontractors" (found elsewhere in this pamphlet) shall be completely filled out along with the Subcontractors Contractor's License. Failure to do so may disqualify the bid. Show on this form the items of work the Subcontractor will be accomplishing. The portion of

work assigned to the Subcontractors shall not exceed 50% of the contract bid price. Use copies of this form if more than three Subcontractors will be doing work. No Subcontractor shall begin work unless approved by the State Engineer.

15. Claims and Release of Bonds: Final payment will not be made until the City issues the "Notice of Completion and Final Acceptance". The Contractor will be required to sign the "Settlement of Claims" form before the City's release of the "Payment Bond" and final payment is made. The "Performance Bond" will be released one year after completion if no claims are made against the Contractor. Any payment, final or otherwise, shall not release the Contractor from any obligation under the contract documents.

16. Vendor Requirements:

- a. Vendor will schedule the project with City of Winslow staff;
- b. Vendor will follow O.S.H.A. safety regulations during the project;
- c. Vendor will recover refrigerant from existing units per EPA guidelines;
- d. Vendor will install and start units and check operation;
- e. Vendor will provide two (2) copies of the installation and service manuals;
- f. Vendor will remove and dispose of all debris related to the job.

17. Materials and Equipment

The vendor is responsible for verifying all unit sizes (tons), electrical requirements (voltages), refrigeration requirements, dimensions and measurements before placing bid and / or ordering new replacement equipment. The vendor is responsible for properly removing and the disposal of all used HVAC equipment and its refrigerant, while abiding all EPA rules / State & Federal laws. All new units must use a current EPA approved refrigerant (no units with R22 refrigerant will be accepted). The vendor is responsible for percussing and installing all HVAC equipment with a brand of equal or superior quality. All replacement HVAC equipment will be high efficiency models and have minimum of 14 SEER rating.

The vendor is responsible for making sure all equipment percussed and installed has an efficiency rating high enough to qualify for all APS rebates, state and federal rebates and grants. The vendor is responsible for making sure all applications for APS rebates are properly applied for, and properly processed, to the satisfaction of the city of Winslow.

The vendor will provide all materials, equipment, and labor, etc. required to complete this work. The vendor is responsible for re-routing and / or upgrading any electrical, plumbing, gas line and mechanical systems, or any other trades that will impede the installation of the units. The vendor is responsible for making sure all work must meet all local and state building codes for all trades. The vendor is responsible for making sure all units are installed per manufacturer's instructions. All split system units must have the refrigerant lines flushed with industry accepted solvent due to oil capacity issues. The vendor is responsible for all cutting and patching required for the installation of the units. Any work that penetrates a structural system (i.e. wall, roof) must be completely supported by a structural system. The vendor shall seal and water proof roof lines where units mount to assure no rain water or condensation

will penetrate inside the work area. The vender shall provide new curb adapters and fabricated sheet metal duct transitions as needed, all duct connections must be sealed with mastic. The vendor is responsible for reviewing, repairing or replacing any / all existing ductwork that are sized incorrectly or in need of repair for the HVAC system being installed. All components of the HVAC system will be sealed with mastic. The vendor is responsible for making sure the entire HVAC System is balanced to the building specifications and the City of Winslow's recommendations / satisfactions. The vendor is responsible for installing new electrical whips to new units, replacing service disconnect switches and install proper size fuses. The vendor is responsible for reconnecting or replacing, if needed, all condensate drains. The vendor is responsible for providing new lockable programmable commercial thermostats or other needed controls and programming them to operate only during business hours as directed by City of Winslow. The vendor is responsible for supplying turnkey operation / startup to the satisfaction of the City of Winslow. The Vender shall provide startup / commissioning report and all user manuals / paperwork on equipment to City of Winslow. The vendor is responsible for providing the ARRA requirements: Made in America certifications, Waste stream plans, Historical Preservation approval if applicable, Davis-Bacon provisions, Labor Standards and SF 1413 prior to beginning work

18. SCOPE OF WORK: City Hall and Library

City Hall: * All units shall be removed & replaced with a brand of equal quality that are high efficiency models.

- Replace existing east wing 10 SEER 5-ton ground mounted condenser A/C split system and gas furnace/air handling unit with a minimum 14 SEER A/C system and high efficiency condensing furnace.
- Replace existing northwest wing 10 SEER 5-ton ground mounted condenser A/C split system and gas furnace/air handling unit with minimum 14 SEER A/C system and high efficiency condensing furnace.
- Replace existing southwest wing 5-ton 10.0 SEER roof mounted gas pack with a minimum 14 SEER and 80% AFUE unit.

Library: * All units shall be removed & replaced with a brand of equal quality that are high efficiency models.

- Decommission and eliminate existing ground mounted 5-ton gas pack and single distribution ducting.
- Replace existing deactivated ground mounted condenser A/C system with a 5-ton minimum 14.5 SEER A/C split system and high efficiency condensing gas furnace. Modify distribution system to provide balanced air distribution.
- Replace existing Goodman 5-ton, 10 SEER roof mounted gas pack with a minimum 14 SEER and 80% AFUE unit.

- Replace existing Rheem 5-ton, 10 SEER roof mounted gas pack with a minimum 14 SEER and 80% AFUE unit.

*Note: Both the City Hall and Library buildings are located within FEMA Flood Zone A. All equipment, ductwork, pipes, hoses, and electrical connections/cutoffs shall be mounted at least two (2) feet above the highest adjacent grade on a flood-resistant structure.

19. Insurance: Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Winslow, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractors, its agents, employees or any tier of Contractor's subcontractors in the performance of this Contract.

It is the Contractor's duty to defend, hold harmless and indemnify the City of Winslow, its agents, officers, officials and employees from damages that shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Commercial General Liability Insurance Policy

Contractor shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on any "occurrence" basis unless waived by the City. The policy shall include contractual liability coverage. The policy purchased by the Contractor must be issued by a company authorized to conduct business in the State of Arizona or by a company acceptable to the City. The policy must include separate aggregate limits per project. Excess liability coverage may be sued in combination with the base policy to obtain the limits listed below.

Insurance Requirements

The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc., Rating of B++6, or with other companies approved to do business in the State of Arizona with policies and forms satisfactory to the City.

All coverage required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.

The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, officers, officials and employees for any claims arising out of the Contractor's work or service.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies.

The Contractor shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City of Winslow shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, officers, officials and employees as Additional Insured parties.

REQUIRED COVERAGE:

General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products and Completed Operations Aggregate and \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG0001 0798 or any replacement thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's., Additional Insured, Form B, CG2010 0397, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Contract, the Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis

with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

Automobile Liability

Contractor shall maintain Commercial/Business Automobile insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assign or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service office, Inc. Policy Form CA0001 0797, or any replacements thereof). Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Worker's Compensation

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

Certification of Insurance

Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received with the appropriate bid serial number and title.

Cancellation and Expiration Notice

Insurance evidenced by these certificates shall not expire, be cancelled, or materially changed without fifteen (15) days prior written notice to the City.

20. Qualifications of Bidders

Bidders shall be experienced in the kind of work to be performed, shall have the necessary equipment, therefore, and shall possess sufficient capital to properly execute the work within the time allowed.

Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that he has the necessary ability, plant, and equipment to commence the work at the time prescribed and, thereafter, to prosecute and complete the work at the rate or within the time specified. A bid may be rejected if Bidder is already obligated for the performance of other work that could delay the commencement, prosecution, or completion of the work.

As evidence of his competency to perform the Work, the Bidder shall complete and submit with his bid the Bidder's Qualification Statement (attached) unless this form has been submitted to the City within the last 12 months. Bidders may be asked to furnish additional data to demonstrate competency.

Each bid must contain evidence of Bidder's qualification to do business in the State of Arizona or covenant to obtain such qualification prior to execution of the agreement. In addition, Bidder shall be holder of a State of Arizona Contractor's License.

21. Supplementary Forms

Forms that are required to be submitted with the Project Proposal:

NON-COLLUSION AFFIDAVIT

BID GUARANTEE BOND (OTHER FORMS FOR THE BID GUARANTEE BOND MAY BE USED)

CONTRACTOR'S LICENSE

QUALIFICATIONS OF BIDDERS (if the bidder does not have one on file - qualifications are kept for one year after submittal with proposals.)

Forms that are required to be submitted with the Project Contract:

PERFORMANCE BOND

PAYMENT BOND

CERTIFICATE OF INSURANCE (see Section 19)

LIST OF SUBCONTRACTORS

22. Order of Importance of the Contract Documents

The Contract Agreement

Cost plus Work Orders over Change Orders

Change Orders over the Contract Specifications

Handwritten over printed or typed

Typed over printed

Words over drawings

Special Provisions over Specifications and Standard Details

23. Immigration Warranty

Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to the City that the Contractor and each of its subcontractors as may be permitted by the City in the exercise of its sole discretion ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal

Immigrations laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Contract and shall subject the Contractor to penalties up to and including terminations of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or any Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of the Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that is has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

24. Mandatory Arbitration

Should any dispute arise between the parties that cannot be resolved, each party will appoint one arbitrator and the two arbitrators will choose a third arbitrator. The three arbitrators shall resolve the dispute by majority vote. This resolution of the dispute shall be binding, final, and non-appealable. The laws of the State of Arizona shall apply. The resolution may be enforced in any Superior Court of the State of Arizona.

SPECIAL INSTRUCTIONS TO BIDDERS

ARRA Flow down Requirements

Contractor shall comply with requirements of applicable Federal, State, and local laws, regulations, Department of Energy (DOE) and Commerce policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, DOE and Commerce policy and guidance to subcontractors at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

1. DAVIS-BACON ACT REQUIREMENTS:

Contractors and subcontractors employed on projects receiving funds under ARRA shall provide information which validates that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid certain wage rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). (from ARRA Section 1606).

In accordance with the United States Housing Act of 1949 all laborers and mechanics employed or working upon the site of work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. (See attachment for copy of Davis Bacon job classifications for this project.)

2. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS:

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

VIII.1. Use of American Iron, Steel, and Manufactured Goods

VIII.1.1. None of the funds appropriated or otherwise made available by this Act may be used for the project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

VIII.1.2. Subsection (22.1.1.) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that 1) applying subsection (22.1.1.) would be inconsistent with the public interest; 2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonable available quantities and of a satisfactory quality; or 3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

VIII.1.3. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (22.1.1.) based on a finding under subsection (21.1.2.), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

VIII.1.4. This section shall be applied in a manner consistent with United States obligations under international agreements. (from ARRA SEC.2605)

3. **WASTE STREAM:**

Prior to the expenditure of ARRA funds, the Contractor working with the sub-grantee is required to provide a "Letter of Assurance" that they will create and fulfill a waste stream disposal plan for sanitary or hazardous waste generated by the proposed activities.

The Arizona Department of Environmental Quality (ADEQ) is the state's environmental regulatory agency. ADEQ is responsible to ensure that businesses and facilities operate according to state and federal environmental laws and regulations. For information regarding the development of a Hazardous and sanitary waste stream disposal plan, contact ADEQ at <http://www.azdeq.gov/enviro/waste/hazwaste/index.html> .

4. **HISTORIC PRESERVATION:**

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the contractor must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at: <http://azstateparks.com/SHPO/index.html>.

The Department of Energy, the Governor's Office of Energy Policy, and the State Historic Preservation Officer (SHPO) have developed a Statewide Programmatic Agreement (PA). As long as the contractor adheres to the scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at the Dept of Energy website: http://www1.eere.energy.gov/wip/historic_preservation.html.

5. **DELIVERABLES:**

The Scope of Work would involve the replacement of HVAC units at the two City- owned buildings as referenced in this proposal packet. Proposers are encouraged to suggest other deliverables not mentioned in the Scope of Work and the justification for these items that may best suit the needs of the City.

The project will include the following basic element:

- A financial analysis of implementation costs, operation costs, and projected energy savings (in simple payback).

The contractor shall create an appendix which lists the assumptions, formulas, schedules, calculations, etc., for this project.

6. **PROJECT MANAGEMENT DELIVERABLES**

The contractor will be responsible for providing the Project Manager with frequent progress reports, drafts of the project, and schedules of activities, including a timeline for submitting drafts to the Project Manager. In addition, the contractor is expected to contact the Project Manager immediately if any problems are encountered.

NON-COLLUSION AFFIDAVIT

City of Winslow – HVAC Replacement Project
(INCLUDE WITH BID PROPOSAL)

STATE OF ARIZONA

City of Winslow

}
§§.

_____, Affiant, who is

(Title)

of _____

(Contractor)

the person, corporation or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such **Proposal** is genuine and not sham or collusive, nor in the interest or behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

_____ **Affiant**

_____ **Title**

Subscribed and sworn before me

This _____ day of _____, 2012

Notary Public in and for the

County of

State of

My commission expires

City of Winslow - HVAC Replacement Project

LIST OF SUBCONTRACTORS

(Submit with Project Contract)

Each bidder shall list the name and business address of each subcontractor who will perform work or render service under this contract in or about the construction of the improvement or who specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans, and shall also list the portion of the work which will be done by such subcontractor. No subcontractor doing work who is not listed shall be used without written approval by the City of Winslow. See Section 16 of the Instruction to Bidders.

<i>SUBCONTRACTORS</i>	<i>Portion of Work (Item #)</i>	<i>Contractor's License Number</i>
------------------------------	--	---

_____	_____	_____
<i>Name</i>		

_____	_____	
<i>Address</i>		

_____	_____	
<i>County, State</i>		

_____	_____	_____
<i>Name</i>		

_____	_____	
<i>Address</i>		

_____	_____	
<i>County, State</i>		

_____	_____	_____
<i>Name</i>		

_____	_____	
<i>Address</i>		

_____	_____	
<i>County, State</i>		

_____	_____	
<i>Signature of Bidder</i>	<i>Date</i>	

Additional numbered pages may be attached to this page if sufficient space is not provided hereon.

BIDDERS QUALIFICATION STATEMENTS

DATE SUBMITTED: _____

SUBMITTED TO:

SUBMITTED FOR:

Project Title: HVAC Replacement Project

SUBMITTED BY:

Name:

Address:

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Failure to provide complete and accurate information on the Bidders Qualification Statements shall be grounds for rejecting the contractor's bid as non-responsible, or cancellation of the contract.

(Note: Attach Separate Sheets as Required)

How many years has your organization been in business as a Contractor?

How many years has your organization been in business under its present name?

BIDDERS QUALIFICATION STATEMENTS continued next page

If a corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice President's name(s): _____

Secretary's or Clerk's name: _____

Treasurer's name: _____

If individual or partnership, answer the following:

Date of organization: _____

Name and address of all partners. (State whether general or limited partnership):

If other than corporation or partnership, describe organization and name principals:

Do you plan to subcontract any part of this project? _____ If so, give details (i.e. names, address and dollar value of each proposed subcontract and mention DBE goals)

Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated or on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

BIDDERS QUALIFICATION STATEMENTS continued next page

Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

List name of project, owner, architect or engineer, contract amount, percent complete and schedule of completion of the major construction projects your organization has in process on this date.

BIDDERS QUALIFICATION STATEMENTS continued next page

List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years.

List name, address and telephone number of a reference for each project listed under the two paragraphs above.

List name and construction experience of the principal individuals of your organization.

BIDDERS QUALIFICATION STATEMENTS continued next page

List the states and categories of construction in which your organization is legally qualified to do business.

List name, address, and telephone number of an individual who represents each of the following and whom OWNER may contact for financial reference:

A surety:

A bank:

A major potential supplier:

Attach a financial statement, prepared on an accrual basis, in a form that clearly indicated Bidder's assets, liabilities, and net worth.

Date of financial statement:

Name of firm preparing statement:

Attach a list of all major equipment proposed for use on the project, including the name of equipment and manufacturer, model number and estimated time of delivery to the project site.

Dated at _____ this _____ day of _____, 2012.

(Print or Type Name of Bidder)

By _____

(Title)

(Seal, if corporation)

**PROJECT PROPOSAL
CITY of WINSLOW, ARIZONA**

PROPOSAL to City of Winslow:

Project Title: HVAC Replacement Project

In compliance with the **Notice of Invitation for Bid**, by the **City Manager**, the undersigned

Bidder, _____ having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following **Proposal** for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

The undersigned understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Special Provisions.

Understands that the proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or bid guarantee bond for ten percent (10%) of the amount of bid;

Agrees that upon receipt of "**Notice of Award**", from City of Winslow, will execute the contract documents and file with the Engineer the required bonds and insurance within ten (10) calendar days.

Work shall be completed within 60 calendar days, beginning with the starting date specified in the "**Notice to Proceed**". The time allowed for completion of the work shall include lead-time necessary for obtaining the necessary permits, materials, and/or equipment.

PROJECT PROPOSAL continues next page

Task Item 2 Replace existing northwest wing 10 SEER 5-ton ground mounted condenser A/C split system and gas furnace/air handling unit with minimum 14 SEER A/C system and high efficiency condensing furnace.

BID IN WORDS _____

BID IN NUMBERS \$ _____

Task Item 3 Replace existing southwest wing 5-ton 10.0 SEER roof mounted gas pack with a minimum 14 SEER and 80% AFUE unit.

BID IN WORDS _____

BID IN NUMBERS \$ _____

Library: All units shall be removed & replaced with a brand of equal quality that are high efficiency models.

Task Item 4 Decommission and eliminate existing ground mounted 5- ton gas pack and single distribution ducting.

BID IN WORDS _____

BID IN NUMBERS \$ _____

Task Item 5 Replace existing deactivated ground mounted condenser A/C system with a 5-ton minimum 14.5 SEER A/C split system and high efficiency condensing gas furnace. Modify distribution system to provide balanced air distribution.

BID IN WORDS _____

BID IN NUMBERS \$ _____

Task Item 6 Replace existing Goodman 5-ton, 10 SEER roof mounted gas pack with a minimum 14 SEER and 80% AFUE unit.

BID IN WORDS _____

BID IN NUMBERS \$ _____

Task Item 7 Replace existing Rheem 5-ton, 10 SEER roof mounted gas pack with a minimum 14 SEER and 80% AFUE unit.

BID IN
WORDS _____

BID IN NUMBERS \$ _____

TOTAL BASE BID (SUM OF TASK ITEM BIDS)

TOTAL BASE BID IN
WORDS _____

TOTAL BASE BID IN NUMBERS \$ _____

BID GUARANTEE BOND

(Include with Project Proposal – other forms may be used)

Project Title: HVAC Replacement Project

KNOW ALL MEN BY THESE PRESENTS THAT _____

(Hereinafter "**Principal**"), as **Principal**, and _____

(Hereinafter "**Surety**"), a corporation organized and existing under the laws of the State of

_____, with its principal offices in the City of Winslow _____,

holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to

Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto

_____ (hereinafter "**Obligee**"), in the sum of ten percent (10%) of amount of the bid of **Principal**, submitted by **Principal** to the **Obligee** for the work described below, for the payment of which sum, the **Principal** and **Surety** bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Principal** has submitted a bid for the project known as **HVAC Replacement**

NOW, THEREFORE, IF THE Obligee shall accept the proposal of the **Principal** and the **Principal** shall enter into a contract with the **Obligee** in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or **Contract Documents** with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the principal to enter into the contract and give the bonds and certificates of insurance, if the **Principal** pays to the **Obligee** the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the **Obligee** may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of **Section 34-201, Arizona Revised Statutes**, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

BID GUARANTEE BOND continues next page

WITNESS our hands this _____ day of _____, 2012.

PRINCIPAL SEAL SURETY SEAL

By: _____ By: _____
(Attorney-in-Fact)

Title: _____

AGENCY OF RECORD

AGENCY ADDRESS

ATTACHMENT

DAVIS BACON WAGE RATE DETERMINATION

HVAC REPLACEMENT PROJECT

(To be provided by the Governor's Office of Energy Policy)

General Decision Number: AZ100005 12/09/2011 AZ5

Superseded General Decision Number: AZ20080005

State: Arizona

Construction Type: Building

Counties: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo, Santa Cruz and Yavapai Counties in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	06/04/2010
2	07/02/2010
3	07/09/2010
4	07/23/2010
5	08/06/2010
6	09/24/2010
7	10/15/2010
8	11/05/2010
9	12/03/2010
10	12/24/2010

11	02/11/2011
12	04/01/2011
13	08/12/2011
14	09/09/2011
15	09/23/2011
16	10/28/2011
17	11/18/2011
18	12/09/2011

ELEC0518-004 09/01/2010

APACHE (Area South of Highway 66), GILA, and NAVAJO (South and East of boundary beginning at a point where clear Creek crosses the Coconino-Navajo County Line, extending North-easterly along Clear Creek and North-easterly to Cottonwood Wash, along Cottonwood Wash North-easterly to intersection with Navajo Reservation, East along Navajo Reservation Boundary line to intersection with Navajo/Apache County lines) COUNTIES

	Rates	Fringes
Electrician/Wireman.....	\$ 24.25	9.67

* ELEC0570-007 12/01/2011

Cochise, Graham, Greenlee, La Paz, and Santa Cruz Counties

	Rates	Fringes
Electrician/Wireman.....	\$ 23.75	18%+4.70

ZONE DEFINITIONS-

Zone A: the area within a twenty-nine (29) mile radius from a basing point at the Tucson Town Hall.

Zone B: 29 to 46 mile radius from the town hall in Tucson- an additional \$ 1.25 per hour

Zone C: 47 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 3.75 per hour

ELEC0611-009 11/01/2011

APACHE COUNTY (Area North of Highway 66)

	Rates	Fringes
Electrician/Wireman		
Zone 1.....	\$ 29.30	3%+8.689

- ZONE 1: 0 to 10 miles from Gallup, NM
- ZONE 2: 10 to 30 miles from Gallup - Add 9%
- ZONE 3: 30 to 40 miles from Gallup - Add 15%
- ZONE 4: Over 40 miles from Gallup - Add 26%

ELEC0640-002 06/21/2011

NAVAJO (Remaining Area) and YAVAPAI COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 25.01	3%+7.50

IRON0075-003 08/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.52	19.35

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
 Zone 2: 050 to 100 miles - Add \$4.00
 Zone 3: 100 to 150 miles - Add \$5.00
 Zone 4: 150 miles & over - Add \$6.50

PLUM0469-001 07/01/2011

ZONE A: APACHE, LA PAZ, NAVAJO & YAVAPAI COUNTIES

ZONE B: COCHISE, GILA, GRAHAM, GREENLEE, AND SANTA CRUZ
 COUNTIES

	Rates	Fringes
--	-------	---------

PLUMBER/PIPEFITTER

Zone A.....	\$ 32.50	15.15
Zone B.....	\$ 29.15	14.25

SFAZ0669-001 04/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.85	17.45

SUAZ2004-002 03/02/2004

	Rates	Fringes
Carpenter.....	\$ 14.70	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 12.67	1.10
DRYWALL HANGER.....	\$ 14.52	0.00
Laborers:		
Concrete Worker.....	\$ 8.83	0.00
General/Cleanup.....	\$ 9.51	0.00
Landscape.....	\$ 7.50	0.00
Sheet metal worker		
Including Hvac Duct Work....	\$ 18.68	4.91

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

U.S. Department of Labor Wage and Hour Division
Washington, D.C. 20210

SEP 8 2011

Ms. Barbara Koenig
Office of Energy Policy
1700 West Washington, Ste. 220
Phoenix, AZ 85007
RE: Project/Contract No.: 016-10-70
Wage Decision No.: AZ20100005 (Mod. No. 13)
Location: Navajo-County, AZ

Dear Ms. Koenig:

This is in response to your request proposing the addition of a classification and wage rate to the above wage decision in accordance with 29 CFR 5.5(a)(1)(ii). The proposed additional classifications and wage rates are:

Crane Operator (under 15 tons)	\$25.24	\$9.31
Crane Operator (15-100 tons)	\$25.24	\$9.31
Crane Operator (100 tons and over)	\$27.63	\$9.31

The above conformed classifications and wage rates are approved and shall be paid the above wages to all workers performing work in the classifications under his contract from the first day on which work is performed in the classifications.

Sincerely,

Natalie Boan
Branch Chief, Branch of
Construction Wage Determinations