Request for Proposal
Water Treatment Service

Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for Water Treatment Service.

Copies of the Request for Proposal, questions and answers, and any related documents are available on the Pima Community College Website:

http://www.pima.edu/admin/finance/purchasing/rgp.shtml

A mandatory pre-proposal conference will be held on: **March 20, 2012 at 10:00 AM (Arizona Time)** at:

Pima County Community College West Campus
CG-06
2202 W Anklam Rd
Tucson, AZ 85745

The deadline for receipt of sealed proposals is: **April 2, 2012 at 3:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

Pima County Community College District
District Finance Office-Purchasing
4905D East Broadway, Room D-113
Tucson, Arizona 85709-1420

**Any proposal received after the date and time listed above will be returned and will not be considered.**

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by **March 22, 2012 at 3:00 PM (Arizona Time)**. Questions must be sent to the email address below and should include the specified Buyer's name and proposal number, and any question(s) should include a reference to the appropriate page and section number of the RFP.

Jan Posz, C.P.M., Senior Buyer
DO-Staff-FO-Procur@pima.edu

Questions and answers will be posted on the Pima Community College webpage listed below by **March 26, 2012 at 5:00 PM (Arizona Time)**:

http://www.pima.edu/admin/finance/purchasing/rgp.shtml

Purchasing Director
Pima County Community College District
District Finance Office-Purchasing
4905 East Broadway, Room D-113
Tucson, Arizona 85709-1420
# Table of Contents

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Project Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2</td>
<td>Technical Specifications/Description of Work/Evaluation Criteria</td>
</tr>
<tr>
<td>Section 3</td>
<td>Program Cost Calculations</td>
</tr>
<tr>
<td>Section 4</td>
<td>Proposal Preparation and Submittal</td>
</tr>
<tr>
<td>Section 5</td>
<td>Proposal Form</td>
</tr>
<tr>
<td>Section 6</td>
<td>Agreement between Pima County Community College District and [Vendor]</td>
</tr>
<tr>
<td>Attachment A</td>
<td>Insurance</td>
</tr>
<tr>
<td>Attachment B</td>
<td>Terms and Conditions</td>
</tr>
<tr>
<td>Attachment C</td>
<td>Bidder’s Information</td>
</tr>
<tr>
<td>Attachment D</td>
<td>Affidavit of Non Collusion</td>
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</table>
Section 1
Project Summary

1. Request for Proposal Summary
   Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for Water Treatment Service in accordance with the Scope of Work specified in this Request for Proposal (RFP).

   Provide a complete Water Treatment Service for all heating water systems, all cooling towers and chilled water systems.

2. Entity Submitting RFP. The terms “vendor”, “proposer”, “offerer”, “firm”, “consultant”, “company” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

3. Description of Pima County Community College District
   Pima County Community College District, located in Tucson, Arizona, is one of the ten largest multi-campus, multi-site Community Colleges in the United States. The College is a two-year institution offering both occupational and traditional college courses, and awards many different degrees and certificates. The College’s comprehensive curriculum includes credit courses, workforce development programs (Center for Training and Development), adult education special programs (GED), as well as corporate and community based non-credit instruction. Students attend classes at six major campuses including the Community Campus, which itself holds classes at over 70 locations in Southern Arizona. The College employs more than 1,400 regular employees, approximately 1,500 adjunct faculty and 500 part-time personnel. More than 70,000 students attend credit and non-credit classes annually. The population for the Tucson metro area is over 1 million people. The College is accredited by the Commission on Institutions of Higher Education of the North Central Association of Colleges and Schools.
Section 2
Technical Specifications / Description of Work / Evaluation Criteria

Pima County Community College District (PCCCD) is requesting proposals for the services of a firm that can provide a complete service-oriented water treatment program. The water treatment program will include all heating water systems, all cooling towers and all chilled water systems. In addition, the water treatment program will include all products, any required equipment and professional consulting services to accomplish the following:

- Reduce fuel and electrical consumption through improved heat transfer efficiency. This is accomplished by minimizing scale, corrosion, fouling and microbiological growth which create deposits on heat transfer surfaces
- Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling or microbiological activity
- Provide professional, knowledgeable and involved sales/service personnel to ensure program success
- Accurately monitor program results and communicate appropriate recommendations with quantifiable business oriented justifications
- Thoroughly train PCCCD personnel on the implementation and control of the program
- Provide competitive water treatment program costs

A mandatory pre-proposal conference is scheduled for March 20, 2012 at 10:00 a.m.

The conference agenda is:

- Review of the requirements listed in the RFP
- Question and answer period
- Tour of PCCCD’s heating and cooling systems

Attendance is mandatory as it is necessary for a complete understanding of PCCCD’s requirements and its HVAC systems.
REPRESENTATIVE EXPERIENCE

The vendor shall appoint a member of his/her company, plus one authorized alternate, to represent the company in dealings with PCCCD. Both representatives shall be full-time employees of the vendor. The representatives shall be familiar with all aspects of water treatment. Only these individuals will represent the vendor regarding services for this proposed contract unless specifically authorized in writing by the Director of Facilities Operations and Construction. List name, educational background, years in water treatment industry and years with the vendor for each appointed representative.

REFERENCES

Vendor shall submit a list of five (5) present customers handled by the representatives listed above. PCCCD reserves the right to contact or visit customers so listed. Be sure to include the customer’s name, address, contact name and contact phone number.

SERVICE LEVEL AND RESPONSE TIME

Both of the vendors representatives must live within four (4) hours driving distance of PCCCD. A representative shall visit all of the PCCCD campuses a minimum of once every thirty (30) days. The representatives must be available for calls on specific problems should they occur. The representatives shall be available to PCCCD on a twenty-four (24) hour basis and, under emergency circumstances, should be able and willing to visit the campuses within four (4) hours after being notified. Please indicate compliance with this requirement.

QUALITY

An organizations’ commitment to quality is an indication of their ability to satisfy customer needs. A vendor’s dedication to quality means fewer problems and less risk for PCCCD. Please provide a summary of your company’s Quality Improvement Process. Include an outline of the quality education which your firm’s employees receive and how many have received it. Supporting literature or pamphlets may be included if placed at the back of your proposal.

PROGRAM ADMINISTRATION

Organization is the key to a well-run water treatment program. In order to have quick access to all technical and safety information regarding the water treatment program, we require that the vendor provide an Administration Notebook. At the very least, this notebook must contain an outline of the program, all control test procedures, log sheets, product bulletins, material safety data sheets, feed and control equipment specifications and service reports. Please provide a summary of how your firm administers and manages a water treatment program. Include a sample of your administration notebook and its contents.
SUBCONTRACTORS

All subcontractors you intend to use and the specific services they will provide along with their license numbers must be listed in your proposal and approved by PCCCD in advance.

DRUM HANDLING AND DISPOSAL

It will be the responsibility of the awarded vendor to handle and dispose of the chemical drums. Your response must outline your firm’s program as to how this is handled.

TRAINING

Please provide a two (2) page summary of the training your firm can provide to PCCCD’s staff. This training should include how to perform tests and monitor program results, how to work safely with your products, and general training regarding heating and cooling systems. Samples of training materials may be included at the back of your proposal.

HEALTH AND SAFETY

Your firm must provide Material Safety Data Sheets (MSDS) to ensure a safe work environment for PCCCD personnel and to comply with all laws concerning the handling of hazardous materials. We require that a MSDS accompany all orders and that the vendor operate a twenty-four (24) hour, seven (7) day per week emergency phone number which can be called for emergency information regarding chemical spills and/or accidents involving your products. Provide a summary of your MSDS program. Include your emergency phone number and a sample copy of your firm’s MSDS. If your proposed program uses no chemical products, then so indicate.

TROUBLESHOOTING CAPABILITIES

The vendor must have laboratory facilities capable of performing a wide array of analytical work to facilitate monitoring, control, and troubleshooting of PCCCD’s systems. All laboratory services shall be provided by the vendor. The use of independent laboratories is not allowed unless specifically authorized in writing by the Director of Facilities Operations and Construction. Laboratory services which shall be available include: corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis and metallurgical analysis. Include a sample analytical report for each of the above analyses as evidence of your firm’s laboratory capabilities or submit sample analytical reports from the lab you intend to use and request authorization to use them.
MICROBIOLOGICAL TESTING

PCCCD is concerned with bacteria control in cooling towers and wishes to ensure good microbiological control without overfeeding biocide. Therefore, we require the vendor to have the capability of quantitatively determining organism levels of a water sample. This test will be used to ensure that a clean system is achieved. Please provide a description and/or procedure of the test you intend to use.

QUALITY/PURITY

To insure that PCCCD receives quality products, your firm should be practicing statistical process control or its equivalent in the manufacture of your products. In addition, vendors should have a statistical process control (SPC) program specifically designed for monitoring and controlling heating/cooling systems and cooling towers. Please submit a summary of your firm’s capability in these areas along with a sample computer printout of both your manufacturing and your SPC programs. If you do not manufacture the products that you sell, then please so indicate and provide a copy of your reply from the manufacturer for this requested information.

EQUIPMENT INSPECTION

Thorough equipment inspection is important in determining the effectiveness of a water treatment program as well as potential problems for a given system. Therefore, the vendor must have the capability of inspecting PCCCD’s equipment and providing a written report detailing the inspection results. Please provide a copy of a previously conducted equipment inspection.

TERMS AND CONDITIONS

Terms and conditions for your firm’s products and services will include PCCCD’s general terms and conditions of agreement for services listed in this document and sample contract included herein. If your firm intends to modify PCCCD’s terms and conditions, they must be included in your response. If no modifications or comments are included in your response, then PCCCD will conclude that your firm will accept PCCCD’s terms as outlined.

EVALUATION OF PROPOSALS

It is obvious that we cannot fairly evaluate the cost of a chemical program with that of an electrostatic program or a combination electrostatic/chemical program based on first year costs alone. To perform a fair evaluation that reveals true owning/operating costs we must consider life cycle cost. For that reason, we will be using your proposed installation cost plus your proposed fifth year annual cost to calculate the cost to own/operate your program for an expected minimum life of fifteen (15) years.
Vendor shall furnish and install a complete and operational water treatment system as described herein. This shall include all items necessary to complete the installation and normally included in similar work whether specifically mentioned in the contract documents or not.

Proposal shall include all necessary water treatment chemicals/devices, testing equipment testing reagents, feeders, racks, pumps, piping and tubing, piping inserts, electrical service, training and supplier support as required.

PCCCD owns all of the water treatment apparatus currently in place.

All work shall be scheduled and performed without interfering with the existing operations except as specified and/or approved in writing by the Director of Facilities Operations and Construction.

**LOCATIONS OF SERVICE**

1. West Campus  
   2202 W. Anklam Rd.  
   Tucson, AZ 85745

2. Downtown Campus  
   1255 N. Stone  
   Tucson, AZ 85705

3. East Campus  
   8181 E. Irvington Rd.  
   Tucson, AZ 85730

4. Desert Vista  
   5901 S. Calle Santa Cruz  
   Tucson, AZ 85706

5. Community Campus  
   401 N. Bonita Ave.  
   Tucson, AZ 85745

6. Northwest Campus  
   7600 N. Shannon Rd.  
   Tucson, AZ 85741

7. Roberts Center  
   4355 E. Calle Aurora  
   Tucson, AZ 85711

**STANDARDS AND CODES**

The vendor certifies that the chemicals/products recommended for the water treatment programs will not endanger the health or safety of the persons handling the material, or damage real or personal property when used in accordance with established written procedures provided by the vendor.
The treatment products/services covered shall include but not be limited to chemicals, electrostatic water treatment equipment, testing equipment, cooling water systems, heating water systems and closed loop systems.

Before submitting a proposal, the vendor shall make a careful examination of the premises of each site and shall visit with the Superintendent of Operations. The vendor shall definitely determine in advance the methods of installing the water treatment equipment and/or apparatus, the means to be provided for getting the equipment into place, and shall make him/herself thoroughly familiar with and asses all conditions of each site.

**SUBMITTALS**

Where the local conditions necessitate an arrangement of materials or equipment different from the existing, the vendor shall submit for review shop drawings showing proposed arrangement.

Submittal of above information shall be made in one complete submittal, with all information on all equipment supplied at the time proposal is submitted.

**GENERAL**

Pima County Community College District reserves the right to accept or reject in part or in whole any proposals submitted and to waive minor technicalities when in the best interest of PCCCD.

Vendor shall provide and install all special controls, wiring and electrical devices required.

All feed rates and feed points will be specified by the vendors.

Chemicals, if necessary, are to be purchased on an “as needed” basis with total annual costs not to exceed the sum of line 7 (page 37) plus line 43 (page 45) of the RFP plus your estimate of the cost to treat hot/cold loop makeup water (line 44, page 46) based on your experience with plants of our size and complexity.

**The cost per unit of chemical may not be the primary factor in awarding the contract agreement.**

If recommended products are not compatible with those now present in our systems, then it shall be so noted at the time proposal is submitted.

PCCCD staff will make checks of our water systems to determine the effectiveness of the treatment for algae, fungi, scale, bacteria etc. to assure trouble free and efficient operation.
In the event of tower contamination by outside foreign material such as oil, silt, mud, etc., PCCCD shall require that a non-foaming, non-ionic dispersant be made available for use on an as-needed basis but not part of the normal routine program.

**EXECUTION**

All labor shall be qualified for this type of work and it shall be under the direct supervision of a competent supervisor. All work shall be planned and carried out so as not to interfere with the operation of PCCCD.

**CLEANING UP**

The vendor shall at all times keep building and premises neat and orderly insofar as storage of materials and removal of dirt and debris caused by his/her work.

**TESTING EQUIPMENT AND REAGENTS**

The vendor shall furnish a list of all testing equipment and reagents required for proper testing as specified herein.

The vendor shall include and furnish in the proposal, the cost of such equipment and reagents for the contract period.

**ACCEPTANCE**

After completion of all installation and tests, and, prior to payment, the vendor shall instruct the owner in the operation of the water treatment system.

**TRANSPORTATION CHARGES**

Product prices must be F.O.B. destination, freight prepaid. Prices quoted will be considered to include all charges for transportation, packaging, pallets, containers, etc. necessary to complete delivery on an F.O.B. destination basis. All chemical and drum handling to be done by delivery driver/crew and not by PCCCD personnel.

**PRICE MUST BE FIRM**

Check your proposal carefully. It may not be corrected after the proposals have been opened. The vendor will be expected to deliver at the prices quoted and to hold those prices firm for one year from the date of acceptance of the proposal.

**DELIVERY**

Deliveries must be made between the hours of 7:00 a.m. and 2:00 p.m. mountain standard time on Monday through Thursday at the PCCCD central HVAC plants. Vendor agrees to make delivery within ten (10) days after receipt of any valid order and within 48 hours for emergency orders.
NON-CONFORMANCE TO CONTRACT CONDITIONS

Any and all items or services may be tested and/or inspected for compliance with specifications. Items or services which are not in compliance with specifications will be rejected and returned at vendor’s expense.

LEGISLATION CHANGES

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this proposal prior to their delivery, it shall be the responsibility of the successful vendor to notify PCCD at once indentifying in writing the specific regulation which requires an alteration, and the date this regulation becomes effective. PCCCD reserves the right to accept any such alteration, including any price adjustments occasioned thereby.

GOVERNMENT REGULATIONS

All products proposed for use at PCCCD shall be acceptable for use in the City of Tucson, Pima County and the State of Arizona and must be approved by PCCCD. Products used for water treatment must comply with all EPA and DOT requirements, including packaging and labeling.

Provide written documentation that the proposed products, when used as instructed by the vendor or vendor’s representative, comply with the discharge requirements of the City of Tucson, Pima County, and the State of Arizona; and that the vendor will provide assistance to PCCCD for required discharge permits or in the event of questions or inquiries by any authority having jurisdiction over discharge limits.

FACILITIES

PCCCD reserves the right to inspect the vendor’s facilities at any time with prior notice.

PROGRAM GOALS

The water treatment program will provide scale and corrosion protection for condenser water systems (including towers), chillers and chilled water systems, and closed hot water loops (including hot water boilers) while maximizing efficiency and performance.

VENDOR’S COMMITMENT

Vendor’s program and his/her consulting services are to produce clean heat transfer surfaces which are free of scale, sludge, deposits, corrosion, pitting and biological growth when treatment is administered in accordance with vendor’s directions and recommendations.
MATERIAL COMPATIBILITY

The vendor shall assure PCCCD that the products used in the water treatment program shall have no detrimental effect on the materials in the equipment being treated when used in accordance with vendors directions and recommendations.

FEED AND CONTROL EQUIPMENT

The vendor will have the capability to supply PCCCD with any feed or control equipment which is required to assure reliable operation of PCCCD’s hot water boilers, chillers, cooling towers and closed heating/cooling systems. The vendor will review the benefits of installing this equipment and discuss any savings PCCCD may realize as a result.

ANNUAL BUSINESS REVIEW

The vendor must present a yearly review of the treatment program thirty (30) days prior to the expiration of the proposed contract. Vendors representatives shall, at this time, meet with the designated representatives of PCCCD to discuss all treatment programs, their effectiveness and future objectives. Vendor must provide a method of quantitatively evaluating his/her performance.

IDLE SYSTEMS

Vendor representative shall be responsible for recommending treatment dosages and methods for protecting idle systems such as the laying up of hot water boilers during the summer months and the laying up of air conditioning systems during winter months.

COOLING TOWER INSPECTIONS

The representatives shall inspect all contracted cooling towers to examine for biological growth, foam, sludge, cooling tower deterioration etc. a minimum of once every thirty (30) days.

EQUIPMENT INSPECTIONS

Vendor’s representatives shall inspect PCCCD’s contracted equipment annually, when it is open for inspection or at other unscheduled openings. Photographs of equipment internals must be taken and an ongoing record with photographs must be kept.

SPECIAL STUDIES

Vendor shall conduct corrosion studies in systems at least quarterly to insure program performance. Frequency may be increased as corrosion problems surface. Maximum allowable corrosion rates to be: 3MPY for mild steel and 0.3 MPY for nonferrous metals in all open systems. Closed systems maximum rates to be: 1 MPY for mild steel and
0.1 MPY for nonferrous metals. All copper and/or mild steel coupons shall be supplied by the vendor.

**WATER CONSERVATION**

The vendor shall maximize cycles of concentration in cooling towers to minimize water consumption. **No acid feed shall be used for cooling tower operation.**

**HEATING SYSTEM SPECIFICATIONS**

These specifications and operating conditions must be used in making proposal calculations. All of the blanks must be completed on the forms provided. If certain products are not required as part of your program, then type “NOT REQUIRED” in the space provided. You will need to explain why a particular product is not required on a separate sheet of paper and submit it with your proposal. Failure to follow this request may result in disqualification of your proposal. The price that is to be quoted for each product must be the price that you charge for the quantity and container size that PCCCD could reasonably be expected to buy for a maximum 90 day inventory.

**HEATING WATER LOOP TREATMENT**

Heating water loop treatment is to be a multi-functional product containing nitrite and molybdate for mild steel corrosion protection, tolytriazole for yellow metal protection, caustic for buffering system water and polymer for iron dispersion and scale inhibition.

Or

Electrostatic systems which meet or exceed the following technical specifications:

**Note:** Supplier shall present clear evidence of ownership of intellectual property including licenses or title to patents on equipment and/or technology used in fulfillment of proposed contract

1. **Electrode:** Shall be abrasion resistant with a hardness equivalent to 9.0 Mohs hardness. Shall be chemically inert to acids and alkalis. Shall be of unitized construction with no seams, joints, or seals on the electrode body. Shall be made of a material tested to pass no current up to a voltage potential of at least 40 kV DC. Shall posses an adapter constructed of a single 316 stainless steel threaded fitting, and permanently bonded to the electrode body with a durable epoxy. Shall be provided with an insulator assembly constructed of heavy gauge schedule 80 PVC.
2. Power Supply: Shall produce a DC output of at least 35 kV with a maximum current output of 600 micro amps. Shall operate over an input voltage range of 90 to 240 VAC. Shall be fused to protect against over current conditions. Shall consume less than 10 watts per day in continuous operation. Shall be provided with a local alarm that shall activate when the output voltage drops below 50% of its nominal value. Shall possess an arc detector circuit that interrupts high voltage output and activates an external alarm on a single arc occurrence. Shall possess a switch that prevents operation of the power supply after arc detection unless manually reset. Shall possess an external current loop circuit providing a 4-20 mA signal proportional to the power supply high voltage output. Shall possess a NO/NC dry contact which activates upon any of the aforementioned abnormal conditions. Shall be enclosed in a NEMA 4-X or higher rated enclosure resistant to corrosion and UV degradation.

3. Complete System: Shall comply with the requirements of Underwriters Laboratories (UL) and bear the stamp of a testing laboratory that certifies that the system complies with FCC part 15 subpart B emission ratings. Shall be warranted against defects in materials and workmanship for no less than three years. Shall allow for multiplexing or use of multiple electrodes on a single power supply. Shall meet local electrical and mechanical safety codes. Shall be interconnected with electrical metallic tubing that transitions to liquid tight flexible metal conduit within twelve (12) inches of each electrode. Shall be connected by high voltage wire of uniform wire gauge with construction and insulation rated to at least 40kV DC over the entire length between power supplies and electrodes.
COOLING SYSTEM SPECIFICATIONS

These specifications and operating conditions must be used in making proposal calculations. All of the blanks must be completed on the forms provided. If certain products are not required as part of your program, then type “NOT REQUIRED” in the space provided. You will need to explain why a particular product is not required on a separate sheet of paper and submit it with your proposal. **No acid feed shall be used for cooling tower operation.** Failure to follow this request may result in a disqualification of your proposal. The price that is to be quoted for each product must be the price that you charge for the quantity and container size that PCCCD could reasonably be expected to buy for a **maximum** 90 day inventory.

(For Information on 1 thru 16 below, See Table on Page 39)

OPERATING DATA

1. Chiller Manufacturer
2. Chiller Type
3. total Design Tonnage
4. Average Tonnage Actually Used
5. Running Time (Hours Per Day)
6. Running Time (Days Per Year)
7. Chilled Water Leaving Temp (degrees f)
8. Chilled Water Return Temp (degrees f)
9. Condenser Water Inlet Temp (degrees f)
10. Condenser Water Outlet Temp (degrees f)
11. AVG Chilled Water Recirc Rate (GMP)
12. Avg Condenser Water Recirc Rate (GPM)
13. Approximate Condenser Water Volume (gals)
14. Approximate Chilled Water Volume (gals)
15. Chilled Water Make-Up Per Year (%)
16. Make-up Water Cost ($/1000 gal) Including Sewer Charge

MAKE-UP WATER ANALYSIS

A) Make-up Source
B) Total Hardness (as CaCO₃)
C) Calcium Hardness (as CaCO₃)
D) Total Alkalinity (as CaCO₃)
E) Silica (as SiO₂)
F) Conductivity
G) pH
NOTE:

There is a possibility that at least some (if not all) of this district might convert to C.A.P. water during the term of this proposed contract. The quality and chemistry of this make-up water is unknown at present.

In the interest of fair competition, all vendors are to use the values “A” through “G” on page 40 when determining necessary changes in water chemistry for proposal purposes.

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<td>District wide cost per 1K gal make-up (includes sewer and admin. Charges) = $5.44</td>
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</table>
The College recently added Robert Center to this service. At this time the following information is all that is available. For purposes of evaluation of this proposal:

Roberts Center, 2-each, Dunham-Bush Chillers, Model WC50BQ Semi-Hermetic Reciprocating, 100 tons each, no other data available at this time. Facility has been closed and recently reopened by Pima College.

### COOLING SYSTEM PRODUCT SPECIFICATIONS

Cooling system products shall be as outlined in “A through “D” below OR Electrostatic systems which meet or exceed the technical specifications in “E” below.

A. **Scale/Corrosion Inhibitor**

Cooling water treatment is to be a multi-functional organo-phosphate based blend of scale formation in bulk water temperatures to 115° f and skin temperatures to 130° f. It must contain a yellow metal corrosion inhibitor, a polymer for calcium carbonate stabilization and a dispersant for silt and dirt.

B. **Biocide A**

Microbiological control will be provided by a broad spectrum, non-oxidizing, isothiazolin based product active over a pH range of 6.0 – 9.0.

C. **Biocide B**

This product must be a formulation designed for control of microbiological growth in commercial recirculating cooling tower systems. This product must provide high resistance to mechanical stripping must also help prevent destruction of organic scale and corrosion inhibitor levels improving overall treatment results.
D. **Chilled Water Treatment**

Chilled water treatment is to be a multi-functional product containing nitrite and molybdate for mild steel corrosion protection, caustic for buffering system water and polymer for iron dispersion and scale inhibition.

E. **Electrostatic Systems**

Note: Supplier shall present clear evidence of ownership of intellectual property including licenses or title to patents on equipment and/or technology used in fulfillment of proposed contract.

1. **Electrode:** Shall be abrasion resistant with a hardness equivalent to 9.0 Mohs hardness. Shall be chemically inert to acids and alkalis. Shall be of unitized construction with no seams, joints, or seals on the electrode body. Shall be made of material tested to pass no current up to a voltage potential of at least 40 kV DC. Shall possess an adapter constructed of a single 316 stainless steel threaded fitting, and permanently bonded to the electrode body with a durable epoxy. Shall be provided with an insulator assembly constructed of heavy gauge schedule 80 PVC.

2. **Power Supply:** Shall produce a DC output of at least 35 kV with a maximum current output of 600 micro amps. Shall operate over an input voltage range of 90 to 240 VAC. Shall be fused to protect against over current conditions. Shall consume less that 10 watts per day in continuous operations. Shall be provided with a local alarm that shall activate when the output voltage drops below 50% of its nominal value. Shall possess an arc detector circuit that interrupts high voltage output and activates an external alarm on a single arc occurrence. Shall possess a switch that prevents operation of the power supply after arc detection unless manually reset. Shall possess an external current loop circuit providing a 4-20 mA signal proportional to the power supply high voltage output. Shall possess a NO/NC dry contact which activates upon any of the aforementioned abnormal conditions. Shall be enclosed in a NEMA 4-X or higher rated enclosure resistant to corrosion and UV degradation.

3. **Complete System** Shall comply with the requirements of Underwriters Laboratories (UL) and bear the stamp of a testing laboratory that certifies that the system complies with FCC part 15 subpart B emission ratings. Shall be warranted against defects in materials and workmanship for no less than three years. Shall allow for multiplexing or use of multiple electrodes on a single power supply. Shall meet local electrical and mechanical safety codes. Shall be interconnected with electrical metallic tubing that transitions to liquid tight flexible metal conduit within twelve (12) inches of each electrode. Shall be
connected by high voltage wire of uniform wire gauge with construction and insulation rated to at least 40 kV DC over the entire length between power supplies and electrodes.
Section 3
Program Cost Calculations

HEATING PROGRAM COST CALCULATIONS

Heating Water Loop Treatment

Name/No. ____________________

____________________

____________________

Generic Type ______________

Dosage in pounds per 1000 gal ______________ lb/M gal (1)

Cost per pound ______________/lb (2)

Cost per 1000 gal = (1) x (2) = $____________ (3)

Consulting Services

Annual cost for service as outlined in RFP (including itemized subcontractor costs).

$____________/yr. (4)

Electrostatic Equipment

List necessary components and devices on a separate sheet titled “Electrostatic Equipment – Heating” and indicate cost here.

$____________ (5)

NOTE: the numbers that are in parentheses within the equation below can be found on pages 36 and 37.
Heating System Cost Summary

Annual Costs

Annual Service Cost $___________ from (4)
Annual Test Kit and Reagent Cost $___________ (6)
Cost per 1000 gal treated hot water $___________ from (3)
Cost of Electrostatic Equipment $___________ from (5)

Total Annual Heating System Cost
Sum of (4) + (5) = (6) = $___________ (7)

Cost per 1000 gal treated Htg. Hot wtr $___________ from (3)

Cost Increases

Maximum % Increase in Product Cost 2\textsuperscript{nd} year __________% (8)
Maximum % Increase in Product Cost 3\textsuperscript{rd} year __________% (9)
Maximum % Increase in Product Cost 4\textsuperscript{th} year __________% (10)
Maximum % Increase in Product Cost 5\textsuperscript{th} year __________% (11)
COOLING SYSTEM COST CALCULATIONS

Condenser Water Concentration Recommendation

Maximum Cycles of Concentration

Minimum Cycles of Concentration

Average Cycles of Concentration

*All calculations for chemical consumption Will be based on your recommended average concentration.

Scale Inhibitor

Name/No. 

Generic Type 

PPM of product required in the condenser water 

Cost per pound of product 

Corrosion Inhibitor

Name/No. 

Generic Type 

PPM of product required in the condenser water 

Cost per pound of product 

Dispersant

Name/No. 

Generic Type 

PPM of product required in the condenser water 

Cost per pound of product
Biocide A

Name/No. ____________

Generic Type ____________

Recommended dosage rate in lbs/1000 gallons of condenser water ____________/lb (21)

Number of applications per week ____________/wk (22)

Cost per pound of product $__________/lb (23)

Biocide B

Name/No. ____________

Generic Type ____________

Recommended dosage rate in lbx/1000 gallons of condenser water ____________/lb (24)

Number of applications per week ____________/wk (25)

Cost per pound of product $__________/lb (26)

Chilled Water Treatment

Name/No. ____________

Generic Type ____________

Recommended dosage rate in lbs/1000 gallons of chilled water ____________/lb (27)

Cost per pound of product $__________/lb (28)

Consulting Services

Annual cost for service as outlined in RFP (including itemized subcontractor costs) $__________/yr (29)
Electrostatic Equipment

List necessary components and devices on a separate sheet titled “Electrostatic Equipment – Cooling” and indicate cost on line at right

$____________ (30)

The numbers that are in parentheses within the equations below can be found on pages 36 through 43. For example, (14) equals the average cycles of concentration form page 42.

Water Cost for Tower Blowdown

1 x water cost per 1000 gal = (14)  
Make-up (31)

Scale Inhibitor Cost

(15) x .0083 x (16) = (14)  
Make-up (32)

Corrosion Inhibitor Cost

(17) x .0083 x (18) = (14)  
$____________/1000 gal  
Make-up (33)

Dispersant Cost

(19) x .0083 x (20) = (14)  
$____________/1000 gal  
Make-up (34)

Biocide A Cost

Gallons Condenser Water x [(21)x(22)x(23)x52 wks]= $____________/yr (35)

Biocide B Cost

Gallons Condenser Water x [(24)x(25)x(26)x52wks]= $____________yr (36)

Chilled water Treatment Cost

Cost per 1000 gal treated makeup = (27)x(28)= $____________yr (37)
COOLING PROGRAM COST SUMMARY

Cost Per 1,000 Gallons of Condenser Make-Up

Blowdown Water Cost $__________ from (31)

Scale Inhibitor Cost $__________ from (32)

Corrosion Inhibitor Cost $__________ from (33)

Dispersant Cost $__________ from (34)

Sub Total
Sum of (31) through (34) $__________ (38)

Total Annual Make-up in Thousands of Gallons =
(Oper Time in min/yr)(Cond Wtr Recirc Rate in (gpm)(.01)(14) = ____________ (39)
1000 x [(14)-1]

Annual Cost for (31) through (34) = (38) x (39) $__________ (40)

Annual Costs

Annual costs for (31) through (34) $__________ from (40)

Annual Consulting Service Cost $__________ from (29)

Annual Biocide Cost (35) + (36) $__________ from (35)+(36)

Annual Test Kit and Reagent Cost $__________ (41)

Feed and Control Equipment Cost $__________ (42)

Electrostatic Equipment Cost $__________ from (30)

Total Annual Cost for Cooling System Program
Sum of (29)+((30)+(35)+(40)+(42)= $__________ (43)

Cost per 1000 gal treated makeup = $__________ from (37)
<table>
<thead>
<tr>
<th>Cost Increases</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum % Increase in Product Cost 2\textsuperscript{nd} year</td>
<td>_________% (44)</td>
</tr>
<tr>
<td>Maximum % Increase in Product Cost 3\textsuperscript{rd} year</td>
<td>_________% (45)</td>
</tr>
<tr>
<td>Maximum % Increase in Product Cost 4\textsuperscript{th} year</td>
<td>_________% (46)</td>
</tr>
<tr>
<td>Maximum % Increase in Product Cost 5\textsuperscript{th} year</td>
<td>_________% (47)</td>
</tr>
</tbody>
</table>
Section 4
Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm’s name. It is the responsibility of the firm to ensure that proposals are received in the Office of the Purchasing Director by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm’s proposal should be organized in sections as outlined below:

You must submit one (1) original (clearly marked original) and four (4) copies (one copy to be unbound) of your proposal and they must be organized in the order indicated below. Each item below represents a separate section. Each section must be numbered with an index tab for quick reference and separated by a blank sheet of paper and will be factored into the evaluation.

1. Cover Letter (maximum of 2 pages)
2. Vendor Experience
3. Representative Experience
4. References
5. Service Level and Response Time
6. Subcontractors
7. Quality
   a. Program Administration
   b. Drum Handling and Disposal
   c. Training
   d. Health and Safety
   e. Troubleshooting Capabilities
f. Microbiological Testing  
g. Quality / Purity  
h. Equipment Inspection  
i. Monitoring and Control (2 page overview with summary)  
j. Feed and Control Equipment (discuss equipment required and benefits of installing)  

8. Additional Information (include any additional recommendations or comments)  
9. Signed Proposal Document (enclose RFP with all blanks completed and signed)  
10. Heating Program Cost (enclose with all blanks completed)  
11. Cooling Program Cost (enclose with all blanks completed)  
12. Product Bulletins (include product bulletins for all products recommended)  
13. Material Safety Data Sheets (include MSDS’s for all products recommended)  

Response to Scope of Work  
Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in the Scope of Work section.  

Exceptions Requested  
Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.  

PROPRIETARY INFORMATION  
In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.  

THE PROPOSAL MUST ALSO INCLUDE:  

a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFP.  
b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.  
c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the College of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer
name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.

e. Samples of any documentation or form that proposer will require the College to sign.
Section 5
Proposal Form

Date ______________________________________________________________________

Proposal of ________________________________________________________________,
(Name)
a corporation organized and existing under the laws of the State of _______________; a
partnership consisting of ________________________________________; an individual trading as
_______________________________________________________________.
(Name)

Request for Proposal: Water Treatment Service

To: Pima County Community College District (“College”)

1. In compliance with your Request for Proposal No. P12/9769, the undersigned hereby
offers to furnish the services designated in the RFP, in strict accordance with the RFP,
upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the
Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days
after the Contract is presented for signature.

2. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

Addendum No.          Date

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. The undersigned Proposer understands that the College reserves the right to reject any or
all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion,
in any Proposal in the interest of the College.

4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and
not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the
undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a
sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not
in any manner sought by collusion to secure for itself an advantage over any other Proposer.

5. The undersigned certifies that to the best of his/her knowledge: (check only one)

( ) There is no officer or employee of Pima Community College who has, or would
have, or whose relative has, or would have, a substantial interest in any contract resulting
from this request.
( ) The names of any and all public officers or employees of Pima Community College who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

   (A) (check one) are ( ) or are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

   (B) (check one) have ( ) or have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

   (C) (check one) are ( ) or are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) has ( ) or has not ( ), within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.
Section 6
AGREEMENT

AGREEMENT BETWEEN PIMA COUNTY COMMUNITY COLLEGE DISTRICT

AND

(insert vendor name)

This Agreement made and entered into on the _____ day of ____________, 20____, by and between Pima County Community College District hereinafter referred to as "District" or "College" and ___________________________ hereafter referred to as the "Vendor."

The District and the Vendor agree as follows:

FIRST: The Vendor agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the District, and

SECOND: The District agrees to pay the Vendor a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: VENDOR'S SERVICES
The Vendor agrees to provide professional services and consultation to assist the District in ___________________________ as outlined in the scope of work covered in Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the District.

ARTICLE 2: FEE STRUCTURE
The fee structure for the work conducted under this Agreement will be in accordance with vendor submittal which is hereby referenced and incorporated as an integral part of this Agreement.

ARTICLE 3: METHOD OF PAYMENT
Payments to the Vendor will be made monthly upon the presentation and approval of the Vendor's invoice.

ARTICLE 4: INDEMNIFICATION
To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' 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 Vendor, its employees, agents or any tier of subcontractors in the performance of the Agreement. Vendor’s duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any 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 therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any
employee of the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor be legally liable.

ARTICLE 5: EMPLOYEE RELATIONSHIP
The Vendor is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Vendor.

ARTICLE 6: CANCELLATION
This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days written notice to the Vendor. In the event of such cancellation, the Vendor shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Vendor.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS
Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Vendor reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

ARTICLE 8: PERSONAL SERVICES
It is agreed that the District is relying on the personal services of the Vendor and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Vendor shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 9: CONFLICT OF INTEREST
The Vendor agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Vendor shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Vendor shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 10: TERM OF AGREEMENT
The initial term of the contract shall be one (1) from the date of award with four (4) one year extensions upon mutual agreement.

ARTICLE 11: GOVERNING LAW
This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity, construction and administration of the Agreement shall be determined under Arizona law.
ARTICLE 12: SEVERABILITY
This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 13: NOTICES
All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

District Representative:

Vendor Representative:

ARTICLE 14: ARBITRATION
If the parties are unable to resolve any disputes arising under the Agreement, those disputes shall be resolved through arbitration in accordance with A.R.S. ' 12-1501, et. seq.

ARTICLE 15: NON-DISCRIMINATION
The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 16: LACK OF SUFFICIENT FUNDING
This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Vendor shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE
Vendor shall furnish insurance as required by Attachment A hereto, which is incorporated herein by this reference as though fully set forth herein.

ARTICLE 18. ADDITIONAL TERMS AND CONDITIONS
The parties shall comply with the Terms and Conditions attached hereto as Attachment B, which are incorporated herein by this reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Tucson, Arizona the day and year first above written.

Pima County Community College District: Vendor:

By: ________________________________ By: ________________________________

Title: ______________________________ Title: ______________________________

Page 35 of 45
1. Insurance Requirements

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

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

The Vendor’s insurance shall be primary insurance, and any insurance or self-insurance maintained by the College 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 College.

All policies, except Workers’ Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the College, its agents, representatives, directors, officers, and employees for any claims arising out of the Vendor’s work or service.

The insurance policies may provide coverage which 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 College under such policies. The Vendor shall be solely responsible for deductible and/or self-insured retention and the College, at its option, may require the Vendor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The College reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The College shall not be obligated, however, to review same or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the College’s right to insist on, strict fulfillment of Vendor’s obligations under the agreement.

The insurance policies, except Workers’ Compensation, required by the agreement shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.
REQUIRED COVERAGE

General Liability

Vendor shall maintain Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence with a $2,000,000 Products and Completed Operations Aggregate and $2,000,000 General Aggregate Limit. The Vendor’s policy shall be endorsed to include a separate designated project general aggregate limit applicable to this project with a per project limit of $1,000,000 which coverage will be at least as broad as insurance Service Office, Inc. Policy Form CG 25030397. The policies 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 the agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policies 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 CG20101185, and shall include coverage for Vendor’s operations and products and completed operations.

CERTIFICATES OF INSURANCE

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

In the event any insurance policy(ies) required by the agreement is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Vendor’s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the College thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the College.
Automobile Liability

Vendor shall maintain and cause any subcontractors to maintain Commercial/Business Automotive Liability 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 Vendor’s owned, hired, and non-owned vehicles assigned to or used in performance of the Vendor’s work. Coverage will be at least as broad as coverage code 1, “any auto”, (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading 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.

Workers’ Compensation

This Vendor shall carry Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor’s employees engaged in the performance of the work; and, Employer’s Liability insurance of not less than $2,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, the Vendor will require the Subcontractor to provide Workers’ Compensation and Employer’s Liability to at least the same extent as required of the Vendor.
Attachment B
Terms and Conditions

1. **Legal Remedies** – All claims and controversies shall be subject to the Pima County Community College Policy regarding Formal Protests and Appeals.

2. **Agreement** – The Agreement shall contain the entire agreement between the College and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreement in any form.

3. **Agreement Amendments** – The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the College and the Vendor.

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

5. **Severability** – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

6. **Records** – Pursuant to provisions of title 35, chapter 1, article 6 A.R.S. §35-215 the Vendor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General or the College Purchasing Office.

7. **Advertising** – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the College.

8. **Preparation of Specifications by Persons Other than College Personnel** – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the College’s needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

9. **Americans With Disabilities Act** – The Vendor shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.

10. **Conflict of Interest** – The College may, within three years after its execution, cancel the agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the agreement for or on behalf of the College becomes an employee of or a Vendor in any capacity to any other party to the agreement with reference to the
subject matter of the Agreement while the Agreement or any extension thereof is in effect or as otherwise provided by A.R.S. § 38-511..

11. **Drug Free Workplace** – The Vendor agrees that in the performance of the Agreement, neither the Vendor nor any employee of the Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The College reserves the right to request a copy of the Vendor Drug Free Workplace Policy. The Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

12. **Equal Opportunity** – The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. -0-1.4.41 Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

13. **Federal, State and Local Taxes, Licenses and Permits** – Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses and permits, as they may apply to any matter under this document. The Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Vendor shall be prepared to provide evidence of such licensing as may be requested by the College. Vendor shall, at no expense to the College, procure and keep in force during the entire period of the Agreement all such permits and licenses.

14. **Gratuities** – The College may, by written notice to the Vendor, cancel the agreement if it is found by the College that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Vendor or any agent or representative of the contractor, to any officer or employee of the College with a view toward securing an agreement or securing favorable treatment with respect to the performing of such agreement.

15. **Liens** – Each Vendor shall keep the College free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Vendor.

16. **Sales and Use Tax** – The College is not exempt from state sales and use tax.

17. **Sexual Harassment** – Federal law and the policies of the College prohibit sexual harassment of College employees or students. Sexual harassment includes any unwelcome sexual advance toward a College employee or student, any request to a sexual favor from a College employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for College students. Vendor, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of College employees and students. The employer of any person whom the College, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from College premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
18. Smoking – All facilities of the College are smoke free. Smoking is not permitted inside College buildings or within 25 feet of doorways and air intakes. The Vendor is required to comply with this smoke free policy.

19. Confidentiality – The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Contractor shall not be entitled to receive Employee or Student information directly from the College, other than public information available in any College directory which is not protected by federal or state privacy or confidentiality statutes or regulations. Contractor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Contractor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Contractor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All Employee and Student identities and personal information shall remain confidential. Disclosure by Contractor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

20. Assignment-Delegation – No right or interest in the Agreement shall be assigned or delegated by Vendor without the prior written permission of the College. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. Force Majeure – Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including, but not limited to wars, insurrections, fires, floods, governmental restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

22. Intellectual Property Rights – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Agreement belongs solely and exclusively to the College. Documents provided in connection with the Agreement belong to the College and are being used with permission. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that any intellectual property created as a result of Vendor’s performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the College will own the copyright.

23. Laws and Regulations – Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the College, its officers and agents against any claims of liability arising from or based on any violation thereof.

24. Payment Terms – Payments by the College shall be subject to the provision of Title 35 of Arizona Revised Statutes, relating to time and manner of submission of claims. The College’s obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.
25. **Price Adjustment** – Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Vendor. The College will not approve unsupported price increases that will merely increase the gross profitability of Vendor at the expense of the College. Price change requests shall be a factor in the Agreement extension review process. The College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the College.

26. **Prior Course of Dealings** – No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.

27. **Right to Offset** – The College shall be entitled to offset against any sums due the Vendor, any expenses or costs incurred by the College, or damages assessed by the College concerning the Vendor’s non-conforming performance or failure to perform the Agreement, or any other debt owing the College.

28. **Insolvency** – The College shall have the right to terminate the Agreement at any time in the event Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged within thirty (30) days; or if Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Vendor or its business.

29. **Lack of Funding** – The Agreement may be canceled without further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the College in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the College to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

30. **Stop Work Order** – The College may at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Vendor shall resume work. The College shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

31. **Suspension or Debarment** – The College may by written notice to the Vendor immediately terminate the Agreement if the College determines that the Vendor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.
32. **Continuation of Performance Through Termination** – The Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

33. **Sudan, or Iran Scrutinized Business** – Pursuant to A.R.S. #35-391.06(A) AND 35-393.06(B), Contractor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in A.R.S. #35-391(15) AND 35-393(12) respectively.

34. **Federal Immigration Laws and Regulations** – Vendor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(a) and that it requires the same compliance of all subcontractors under the agreement. Vendor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of the agreement subject to penalties up to and including termination of the agreement. The College retains the legal right to audit the records of the Vendor and inspect the papers of any employee who works for the Vendor to ensure compliance with this warranty and the Vendor shall assist in any such audit. The Vendor shall include the requirements of this paragraph in each contract with subcontractors under the agreement.

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

35. **Extended Contract**

   The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Proposer does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the college will assume that access is granted by the Proposer to any subsequent agreement/contract.
Attachment C

BIDDER’S INFORMATION

Bidder shall state if this Proposal is submitted by an Individual, Partnership, or Corporation.

________________________________________________________________

1. IF PARTNERSHIP, list names of all partners:

________________________________________________________________
________________________________________________________________

2. IF CORPORATION, give name of State in which corporation is registered:

________________________________________________________________

Provide the names of the following Corporation officers:

President ______________________________________________
Secretary ______________________________________________
Treasurer ______________________________________________

3. If LICENSED CONTRACTOR, provide all contractor's license number(s) applicable to this Proposal:

________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

4. Provide name of bonding company: ___________________________________________

Total bonding capacity: $_______________________

5. Name of Firm_____________________________________________________

6. Telephone: _________________ Fax: ____________________________
Attachment D

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF:  )
COUNTY OF: ) ss  )

________________________________________
(Name of Individual)

being first duly sworn upon oath deposes and says:

That he is ________________________________________________________________

(Title)

of ________________________________________________________________

(Name of Company, Firm, or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1, and Title 34, Chapter 2, Article 4 of the Arizona Revised Statutes, he certifies that neither he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the associated project:

Subscribed and sworn to before me
this ______ day of __________ 20____.  ______________________________
(Signature)

My commission expires: __________  ______________________________
(Seal)

If by a Corporation

Notary Public

Page 45 of 45