



CITY OF TUCSON
REQUEST FOR QUALIFICATIONS

270124

**ON-CALL GEOTECHNICAL ENGINEERING & MATERIALS TESTING
SERVICES**

Due Date: Thursday, September 10, 2026

City of Tucson
255 W Alameda St
Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/270773>

PUBLISH DATE: August 13, 2026

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR QUALIFICATIONS NO. 270124
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RESPONSIBLE CONTRACT OFFICER: Leticia Riesgo
PH: (520) 837-4138

Attachments:

- A - Offer and Acceptance Page
- C - 270124 SBE Provisions
- D - 270124 ASTM Certification

A. NOTICE

A.1. City of Tucson

NOTICE OF REQUEST FOR QUALIFICATIONS NO. 270124

On-Call Geotechnical Engineering & Materials Testing Services

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT" or "City", is conducting a competitive One-Step Process to retain approximately EIGHT (8) Firms to provide professional consulting services for geotechnical engineering and materials testing services. The City is seeking firms (hereinafter referred to as "Consultant") to provide consultant services in the form of a multi-disciplinary team. The estimated annual budget for this project is three hundred thousand dollars (\$300,000). Individual projects not to exceed two-hundred fifty thousand dollars (\$250,000) however, typical projects are under fifty thousand dollars (\$50,000). Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Consultant's services will be required.

COT invites interested firms to submit written Statements of Qualifications (SOQs) relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firm(s) determined to be best qualified will then be invited to enter into negotiations with COT for billing rates under the contract. (Selection Plan: i.e. approximately EIGHT (8) firms will be selected.)

Questions must be addressed to the Contract Officer listed in the solicitation.

SUBMITTAL DUE DATE: Thursday, September 10, 2026 AT 2:00 pm LOCAL AZ TIME

PRE-SUBMITTAL MEETING DATE: Thursday, August 20, 2026

TIME: 1:00 pm LOCAL AZ TIME

LOCATION: [Pre-Submittal Conference \(Microsoft Teams\)](#)

Meeting ID: 278 822 170 774 370

Passcode: 6bD26BA7

Dial in by phone

+1 213-293-2303

Phone conference ID: 547 250 033#

QUESTIONS SHALL BE DIRECTED TO:

Leticia
(520)
leticia.riesgo@tucsonaz.gov

Riesgo
837-4138

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BUSINESS SERVICES DEPARTMENT
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255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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Publication Dates: Monday, August 17, 2026 and Monday, August 24, 2026 published in The Daily Territorial

B. INTRODUCTION

B.1. Summary

The City of Tucson is conducting a competitive One-Step Process to retain approximately EIGHT (8) CONSULTANTS to provide professional consulting services for geotechnical engineering and materials testing services. The estimated annual budget for this contract is three hundred thousand dollars (\$300,000). Individual projects not to exceed two-hundred fifty thousand dollars (\$250,000) however, typical projects are under fifty thousand dollars (\$50,000). The term of this contract will be three years with one (1) two-year renewal option. Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Consultant's services will be required.

B.2. Contact Information

Leticia Riesgo

Senior Contract Officer

Email: leticia.riesgo@tucsonaz.gov

Phone: [\(520\) 837-4138](tel:(520)837-4138)

Department:

Transportation & Mobility

C. SCOPE OF WORK

C.1. Scope of Work

1. GENERAL INFORMATION

The City of Tucson (COT) intends to establish annual requirements contracts for the provision of various geotechnical engineering and materials testing services obtained through several City Departments on an "as-needed" basis. Consultants selected shall be responsible for the quality, technical accuracy, timely completion, and coordination of all services provided under this contract. Consultant shall, without additional compensation, correct and/or revise any errors or deficiencies in its drawings, calculations, reports, and/or other services.

The Regional Transportation Authority (RTA) may provide funding for some of the testing requested by the City. As such, the RTA shall be included as an additional insured and indemnitee on the resulting contract.

Geotechnical Engineering Services, including but not limited to:

- Provide design and recommendations for excavation and fill slope stability and/or soil retention during construction as well as long term completion of the project
- Perform subgrade investigations for roadway and provide designs for pavement structures
- Coring or boring to determine soil properties and design parameters
- Provide foundation recommendations for structures
- Provide designs for slope or soil retention including soil cement mix designs
- Review of Plans and Specifications
- Plasticity and remolded swell testing
- Provide earthwork factors for shrink and swell
- Evaluation of collapsible soils
- Construction vibration and noise monitoring and analysis
- Hydrology analysis for impacts on existing structures

Materials Testing Services, including but not limited to:

- Field density testing and reports
- Proctor testing
- Concrete cylinder sampling, testing and reports
- Bituminous and Asphaltic Concrete sampling, testing and reports
- Concrete core sampling, testing and reports
- Soils and aggregate testing, including, but not limited to sieve analysis, Atterberg limits, chemistry testing and sand equivalent
- Continuous earthwork monitoring
- Perform materials testing for soil cement

Other geotechnical and materials testing or inspection services as required by the City.

A. REQUIREMENTS

All testing and special inspections on projects under this contract shall be done in accordance with the International Building Code (2018 Edition) and the following specifications:

CERTIFICATION AND ACCREDITATION: In order to demonstrate the appropriate accreditation and be eligible for award, offerors shall submit the following Certifications with their Submittal:

- AASHTO (American Association of State Highway and Transportation Officials) Certificate of Accreditation, as well as Cement and Concrete Reference Laboratory (CCRL) inspection and proficiency-sample participation

Failure to submit the required certifications shall result in the Submittal being rejected as non-responsive.

Offerors may submit any additional certifications, including:

- ADOT (Arizona Department of Transportation) Certification

In addition to the required Certifications listed above, Offerors shall complete the ASTM (American Society for Testing and Materials) Certification included as an attachment to this solicitation. The certified statement must be signed by an official of the testing laboratory attesting that the proposed laboratory, meets or conforms to the ASTM standards listed below as appropriate to the testing field:

1. Laboratories engaged in testing of construction materials shall meet the requirements of ASTM E329, ASTM C1077, and ASTM D3666.
2. Laboratories engaged in inspection and testing of steel, stainless steel, and related alloys will be evaluated according to ASTM A880.
3. Laboratories engaged in non-destructive testing (NDT) shall meet the requirements of ASTM E543.
4. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA.
5. Inspection and Testing: Testing laboratory shall inspect materials and workmanship and perform tests described herein and additional tests requested by the Owner. When it appears materials furnished or work performed by Consultant fails to meet construction contract requirements, Testing Laboratory shall direct attention of the Owner to such failure.
6. Written Reports: Testing laboratory shall submit test reports to the Owner and the Consultant within 24 hours after each test is completed unless other arrangements are agreed to in writing by the Owner. Submit reports of tests that fail to meet construction contract requirements on colored paper.
7. Verbal Reports: Give verbal notification to Owner immediately of any irregularity and follow up with email.

2. CITY APPROVED LIMITATIONS

The City's review, approval, acceptance or payment for any of Consultant's services shall not be construed to operate as a waiver of any rights under this contract or of any clause of action arising out of the performance of this contract. Consultant shall be and remain liable in accordance with the terms and conditions of this contract and applicable laws for all damages to the City caused by Consultant's negligent performance of any of the services provided herein.

3. CONSULTANT'S PERFORMANCE

Services shall be completed in a professional manner in accordance with industry accepted testing practices, and specifically:

- A. The Consultant shall adhere to the City of Tucson/ADOT Quality Assurance Program in the performance of this contract. This requirement shall not preclude improvements to the quality assurance program providing the City is provided with copies of the modified procedure within three (3) days of the procedure implementation. The City reserves the right to require continued adherence to the original quality adherence procedures if, in staff's opinion, the modified procedures are less rigorous.
- B. The precision and accuracy shall be within the acceptable ranges established.
- C. The City may request that sample results outside specified precision limits be repeated at no additional cost. If no precision limit exists, repeat testing may be required if industry standards are not adhered to.
- D. Testing personnel must be Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certified to perform the specified tests. Special inspections require specific certifications like reinforced concrete, structural masonry, structural steel, etc.
- E. Information or data supplied to the Consultant is provided solely for the convenience of the Consultant. The City assumes no responsibility or liability whatsoever with respect to the sufficiency or accuracy of the information or the data supplied. Consultant shall be responsible for verifying the technical accuracy or sufficiency of information or data directly pertaining to this Contract.

4. MISCELLANEOUS TESTING

Consultant may furnish other miscellaneous tests as required, to include but not limited to: soil boring, prefabricated building materials and chlorine cylinder testing. Also included may be geotechnical, environmental, structural inspections (such as weld certification and steel certification). The costs for those tests shall be subject to good faith negotiation on a case-by-case basis.

These tests will be according, in most instances, to the following procedures:

- Meet with authorized City officials and make site visits to determine problems, existing conditions and requirements, and desired results.
- Prepare, for approval, a formal documentation of project requirements, including a statement of alternatives (with probable construction costs, if applicable), in accordance with a format established in consultation with the administering division.
- Prepare, for discussion and approval, a time/cost proposal for testing services.
- Prepare a work schedule in the form of a progress chart promptly after receipt of written "Notice to Proceed" to show start and completion dates for all major events, and the name of the person(s) responsible for each event.
- Upon written "Approval to Proceed", perform the necessary tests, and report the results.

5. TEST REPORTS

The Construction Quality Control representative(s) shall provide timely reports of all materials testing to the project manager or lead project inspector. Any materials test results not meeting required specifications will be immediately reported to the project manager or lead project inspector. Failure to do so, could result in delaying the construction progress, and possible removal of materials already in-place.

6. TESTS

The following list of categories/tests is presented as being most representative of tests required by various City departments. The list is not meant to be exhaustive.

A. SOIL TESTING

Consultant shall furnish any/all necessary certified personnel at the City of Tucson job sites for the purpose of conducting field soil tests.

Proctors and density tests shall be done in accordance with ASTM D1557 & ASTM D2922.

Plasticity index determination shall be in accordance with ASTM D4318.

Hydraulic Conductivity.

Test References

ARIZ 105 Sampling Soils and Aggregates
ARIZ 201 Sieving of Coarse and Fine Graded Soils and Aggregates
ARIZ 210 Specific Gravity and Absorption Aggregate of Coarse Aggregates

ARIZ 211 Specific Gravity and Absorption Aggregate of Fine Aggregates
ARIZ 212 Percentage of Fractured Coarse Aggregate Particles
ARIZ 225 Maximum Dry Density & Optimum Moisture of Soils by Method A Proctor
ARIZ 245 Maximum Dry Density & Optimum Moisture of Soils by Alternate Method D Proctor
ARIZ 233 Flakiness of Aggregate
ARIZ 236 Determining pH and Minimum Resistivity of Soils
AASHTO T11 Materials Finer than No. 200 Sieve by Washing
AASHTO T19 Unit Weights and Voids in Aggregate
AASHTO T21 Organic Impurities in Fine Aggregates for Concrete
AASHTO R58 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test
AASHTO T89 Determining the Liquid Limit of Soils
AASHTO T90 Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T146 Wet Preparation of Disturbed Soil Samples for Test
AASHTO T176 Method of Test for Sand Equivalent
AASHTO T248 Reducing Field Samples of Aggregate to Testing Size
AASHTO T255 Total Moisture Content of Aggregate by Drying
AASHTO T265 Laboratory Determination of Moisture Content of Soils

B. EARTHWORK

General: The Testing Laboratory shall provide ATTI Field Certified personnel, materials, equipment, and transportation as required to perform the services identified/required herein, within the agreed to schedule and/or time frame. The work to be performed shall be as identified herein and shall include but not be limited to the following:

1. Observe fill and subgrades during proof-rolling to evaluate suitability of surface material to receive fill or base course. Provide recommendations to the Engineer regarding suitability or unsuitability of areas where proof-rolling was observed. Where unsuitable results are observed, witness excavation of unsuitable material and recommend to Engineer extent of removal and replacement of unsuitable materials and observe proof-rolling of replaced areas until satisfactory results are obtained.
2. Provide supervised geotechnical technician to inspect excavation, subsurface preparation, and backfill for structural fill, in accordance with project geotechnical report.

Testing Compaction:

3. Determine maximum density and optimum moisture content for each type of fill, backfill and subgrade material used, in compliance with ASTM D698.
4. Make field density tests in accordance with the primary testing method following ASTM D2922 wherever possible. Field density tests utilizing ASTM D1556 shall be utilized on a case-by-case basis only if there are problems with the validity of the results from the primary method due to specific site field conditions. Should the testing laboratory propose these alternative methods, they should provide satisfactory explanation to the Engineer before the tests are conducted.

- a. Building Slab Subgrade: At least one test of subgrade for every 185 m² (2000 square feet) of building slab, but in no case fewer than three tests. In each compacted fill layer, perform one test for every 185 m² (2000 square feet) of overlaying building slab, but in no case fewer than three tests.
- b. Foundation Wall Backfill: One test per 30 m (100 feet) of each layer of compacted fill but in no case fewer than two tests.
- c. Pavement Subgrade: One test for each 335 m² (400 square yards), but in no case fewer than two tests.
- d. Curb, Gutter, and Sidewalk: One test for each 90 m (300 feet), but in no case fewer than two tests.
- e. Trenches: One test at maximum 30 m (100 foot) intervals per 1200 mm (4 foot) of vertical lift and at changes in required density, but in no case fewer than two tests.
- f. Footing Subgrade: At least one test for each layer of soil on which footings will be placed. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested subgrade when acceptable to Engineer. In each compacted fill layer below wall footings, perform one field density test for every 30 m (100 feet) of wall. Verify subgrade is level, all loose or disturbed soils have been removed, and correlate actual soil conditions observed with those indicated by test borings.

Testing for Footing Bearing Capacity: Evaluate if suitable bearing capacity material is encountered in footing subgrade.

Testing Materials: Test suitability of on-site and off-site borrow as directed by Engineer.

Test References

ARIZ 225, Appendix A Calibration of Proctor Molds
ARIZ 227 Rock Correction for Maximum Density and Optimum Moisture
ARIZ 229 Calibration of Standard Sand and Sand Cone
ARIZ 230 Field Density by the Sand Cone Method
ARIZ 232 Moisture-Density (One Point Proctor) Method A
ARIZ 235 Field Density by the Nuclear Method
ARIZ 246 Moisture-Density (One Point Proctor) Method D
ARIZ 412 Density of Bituminous Mixes by Nuclear Method
AASHTO R76 Reducing Samples of Aggregate to Testing Size
AASHTO T217 Moisture Content by Calcium Carbide Method

C. CONCRETE STRENGTH TESTS

Consultant shall provide concrete comprehensive strength testing as called for in the latest ASTM designations.

Field preparation of all concrete test samples shall be completed by an ACI Field Certified Technician provided by the Consultant, unless otherwise specified. The City shall deliver the test samples to the laboratory within twenty-four (24) hours. In the case of a special inspection related sample, it shall be delivered to respective lab.

Consultant shall store all test samples under conditions as called for in the latest ASTM designations.

Maximum storage time shall be thirty (30) days (unless directed otherwise by Engineer) for any one sample.

Actual testing for comprehensive strength shall be done at the time determined for each sample by the City or registered consultant engineer.

The City requires that the sample test molds for sampling concrete to be four inches in diameter and eight inches high.

CONCRETE:

Applicable References:

1. ACI 301 - Specifications for Structural Concrete.
2. ACI 302.1R -Guide for Concrete Floor and Slab Construction.
3. ACI 304R -Guide for Measuring, Mixing, Transporting and Placing Concrete.
4. ACI 305R -Hot Weather Concreting.
5. ACI 306R -Cold Weather Concreting.
6. ACI 308R - Guide to Curing Concrete.
7. ACI 318 -Building Code Requirements for Structural Concrete.
8. ANSI/ASTM D994 -Preformed Expansion Joint Filler for Concrete (Bituminous Type).
9. ANSI/ASTM Concrete Joint Sealer, Hot-Poured Elastic Type.
10. ANSI/ASTM D1751 -Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
11. ANSI/ASTM D1752 -Preformed Sponge Rubber, Cork, and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
12. ASTM C33 -Concrete Aggregates.
13. ASTM C94 -Ready-Mixed Concrete.
14. ASTM C150 -Portland Cement.
15. ASTM C260 -Air Entraining Admixtures for Concrete.
16. ASTM C330 -Lightweight Aggregates For Structural Concrete.
17. ASTM C494 -Chemical Admixtures for Concrete.
18. ASTM C618 - Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
19. ASTM C1116 - Fiber-Reinforced Concrete.
20. Leadership in Energy & Environmental Design Rating System (LEED). Version 2.1 – US Green Building council (USGBC)
21. 2018 International Building Code, as adopted and modified by the City of Tucson.

Batch Plant Inspection and Materials Testing:

1. Perform continuous batch plant inspection until concrete quality is established to satisfaction of Engineer with concurrence of Contracting Officer and perform periodic inspections thereafter as determined by Engineer.

2. Periodically inspect and test batch proportioning equipment for accuracy and report deficiencies to Engineer.
3. Sample and test mix ingredients as necessary to ensure compliance with specifications.
4. Sample and test aggregates daily and as necessary for moisture content. Test the dry rodded weight of the coarse aggregate whenever a sieve analysis is made, and when it appears there has been a change in the aggregate.
5. Certify, in duplicate, ingredients and proportions and amounts of ingredients in concrete conform to approved trial mixes. When concrete is batched or mixed off immediate building site, certify (by signing, initialing or stamping thereon) on delivery slips (duplicate) that ingredients in truck-load mixes conform to proportions of aggregate weight, cement factor, and water-cement ratio of approved trial mixes.

Field Inspection and Materials Testing:

1. Provide a ACI Field Certified Technician at site of placement at all times to perform concrete sampling and testing.
2. Review the delivery tickets of the ready-mix concrete trucks arriving on-site. Notify the Contractor if the concrete cannot be placed within the specified time limits or if the type of concrete delivered is incorrect. Reject any loads that do not comply with the Specification requirements. Rejected loads are to be removed from the site at the Contractor's expense. Any rejected concrete that is placed will be subject to removal.
3. Take concrete samples at point of placement in accordance with ASTM C172. Mold and cure compression test cylinders in accordance with ASTM C31. Make at least three cylinders for each 40 m³ (50 cubic yards) or less of each concrete type, and at least three cylinders for any one day's pour for each concrete type. After good concrete quality control has been established and maintained as determined by Engineer make three cylinders for each 80 m³ (100 cubic yards) or less of each concrete type, and at least three cylinders from any one day's pour for each concrete type. Label each cylinder with an identification number. Engineer may require additional cylinders to be molded and cured under job conditions.
4. Perform slump tests in accordance with ASTM C143. Test the first truck each day, and every time test cylinders are made. Test pumped concrete at the discharge end of the hose to determine change in slump.
5. Determine the air content of concrete per ASTM C173. For concrete required to be air-entrained, test the first truck and every 20 m³ (25 cubic yards) thereafter each day. For concrete not required to be air-entrained, test every 80 m³ (100 cubic yards) at random. For pumped concrete, initially test concrete at both the hopper and the discharge end of the hose to determine change in air content.
6. If slump or air content fall outside specified limits, make another test immediately from another portion of same batch.
7. Perform unit weight tests in compliance with ASTM C138 for normal weight concrete. Test the first truck and each time cylinders are made.
8. Notify laboratory technician at batch plant of mix irregularities and request materials and proportioning check.
9. Verify that specified mixing has been accomplished.

10. Environmental Conditions: Determine the temperature per ASTM C1064 for each truckload of concrete during hot weather and cold weather concreting operations.
 - a. When ambient air temperature falls below 4.4 degrees C (40 degrees F), record maximum and minimum air temperatures in each 24 hour period; record air temperature inside protective enclosure; record minimum temperature of surface of hardened concrete.
 - b. When ambient air temperature rises above 29.4 degrees C (85 degrees F), record maximum and minimum air temperature in each 24 hour period; record minimum relative humidity; record maximum wind velocity; record maximum temperature of surface of hardened concrete.
11. Inspect the reinforcing steel placement, including bar size, bar spacing, top and bottom concrete cover, proper tie into the chairs, and grade of steel prior to concrete placement. Submit detailed report of observations.
12. Observe conveying, placement, and consolidation of concrete for conformance to specifications.
13. Observe condition of formed surfaces upon removal of formwork prior to repair of surface defects and observe repair of surface defects.
14. Observe curing procedures for conformance with specifications, record dates of concrete placement, start of preliminary curing, start of final curing, end of curing period.
15. Observe preparations for placement of concrete:
 - a. Inspect handling, conveying, and placing equipment, inspect vibrating and compaction equipment.
 - b. Inspect preparation of construction, expansion, and isolation joints.
16. Observe preparations for protection from hot weather, cold weather, sun, and rain, and preparations for curing.
17. Observe concrete mixing:
 - a. Monitor and record amount of water added at project site.
 - b. Observe minimum and maximum mixing times.
18. Measure concrete flatwork for levelness and flatness as follows:
 - a. Perform Floor Tolerance Measurements F_F and F_L in accordance with ASTM E1155. Calculate the actual overall F- numbers using the inferior/superior area method.
 - b. Perform all floor tolerance measurements within 48 hours after slab installation and prior to removal of shoring and formwork.
 - c. Provide the Contractor and the Engineer with the results of all profile tests, including a running tabulation of the overall F_F and F_L values for all slabs installed to date, within 72 hours after each slab installation.
19. Other inspections:
 - a. Grouting under base plates.
 - b. Grouting anchor bolts and reinforcing steel in hardened concrete.

Laboratory Tests of Field Samples:

1. Test compression test cylinders for strength in accordance with ASTM C39. For each test series, test two cylinders at 7 days and two cylinders at 28 days (or, at the direction of the

design professional for vertical projects; this usually takes a set of four test samples/cylinders. Use remaining cylinder as a spare tested as directed by Engineer. Compile laboratory test reports as follows: Compressive strength test shall be result of two cylinders, except when one cylinder shows evidence of improper sampling, molding or testing, in which case it shall be discarded and strength of spare cylinder shall be used.

2. Make weight tests of hardened lightweight structural concrete in accordance with ASTM C567.
3. Furnish certified compression test reports (duplicate) to Engineer. In test report, indicate the following information:
 - a. Cylinder identification number and date cast.
 - b. Specific location at which test samples were taken.
 - c. Type of concrete, slump, and percent air.
 - d. Compressive strength of concrete in MPa (psi).
 - e. Weight of lightweight structural concrete in kg/m³ (pounds per cubic feet).
 - f. Weather conditions during placing.
 - g. Temperature of concrete in each test cylinder when test cylinder was molded.
 - h. Maximum and minimum ambient temperature during placing.
 - i. Ambient temperature when concrete sample in test cylinder was taken.
 - j. Date delivered to laboratory and date tested.

D. ROAD BUILDING MATERIALS TESTING

Consultant shall perform the tests in strict accordance with the approved methods.

The City is presenting a quantity (i.e. an estimated number of times the City anticipates requesting the test) to determine a low bidder for the various categories and/or tests. The number of tests are estimates only. The City does not guarantee any number of tests to the Consultant. Offerors should not offer low pricing for one test and expect to recoup costs on another test offered at a higher price.

E. SPECIAL INSPECTION REQUIREMENTS

1.1 DESCRIPTION:

This section specifies materials testing activities and inspection services required during project construction to be provided by a Testing Laboratory retained by the City of Tucson.

1.2 STRUCTURAL APPLICABLE REFERENCES:

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

American Society for Testing and Materials (ASTM):

A36..... Carbon Structural Steel.

A108..... Steel Bar, Carbon and Alloy, Cold-Finished.

A123..... Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.

A153..... Zinc Coating (Hot Dip) on Iron and Steel Hardware.
A325..... Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi
Minimum Tensile Strength
A370..... Standard Test Methods and Definitions for Mechanical Testing of Steel Products
A490..... Standard Specification of Heat Treated Steel Structural Bolts, 150ksi Minimum
Tensile Strength
A500..... Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds
and Shapes.
A563..... Carbon and Alloy Steel Nuts.
A568..... General Requirements for Steel, Sheet, Carbon, Structural, and High-Strength,
Low-Alloy, Hot-Rolled and Cold-Rolled Sheet.
A992..... Structural Steel Shapes.
AISC..... Steel Construction Manual, 13th Edition.
E94..... Standard Guide for Radiographic Testing
E142..... Standard Method for Controlling Quality of Radiographic Testing
E164..... Standard Practice for Ultrasonic Contact Examination of Weldments
E329..... Standard Specification for Agencies Engaged in the Testing and/or Inspection
of Materials Used on Construction
E543..... Standard Practice for Agencies Performing Non-Destructive Testing
E605..... Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive
Material (SFRM) Applied to Structural Members
E709..... Standard Guide for Magnetic Particle Examination
F1554..... Anchor Bolts, Steel, 36, 55, and 105 ksi Yield Strength.

American Welding Society (AWS):

D1.1..... Structural Welding Code-Steel
AWS A2.4 -Symbols for Welding, Brazing, and Nondestructive Examination.

2.1 STRUCTURAL STEEL:

A. General:

Provide shop and field inspection and testing services to certify structural steel work is done in accordance with contract documents. Welding shall conform to AWS D1.1 Structural Welding Code.

B. Prefabrication Inspection:

1. Review design and shop detail drawings for size, length, type and location of all welds to be made.
2. Approve welding procedure qualifications either by pre-qualification or by witnessing qualifications tests.
3. Approve welder qualifications by certification or retesting.
4. Approve procedure for control of distortion and shrinkage stresses.
5. Approve procedures for welding in accordance with applicable sections of AWS D1.1.

C. Fabrication and Erection:

1. Weld Inspection:

- a. Inspect welding equipment for capacity, maintenance and working condition.
- b. Verify specified electrodes and handling and storage of electrodes in accordance with AWS D1.1.
- c. Inspect preparation and assembly of materials to be welded for conformance with AWS D1.1.
- d. Inspect preheating and interpass temperatures for conformance with AWS D1.1.
- e. Measure 25 percent of fillet welds.
- f. Welding Magnetic Particle Testing: Test in accordance with ASTM E709 for a minimum of:
 - 1) 20 percent of all shear plate fillet welds at random, final pass only.
 - 2) 20 percent of all continuity plate, bracing gusset plate fillet, and brace gusset fin plate PJP welds, at random, final pass only.
 - 3) 100 percent of tension member fillet and flare-bevel welds (i.e., hanger connection plates and other similar connections) for root and final passes.
- g. Welding Ultrasonic Testing: Test in accordance with ASTM E164 and AWS D1.1 for 100 percent of all full penetration welds.
- h. Verify that correction of rejected welds are made in accordance with AWS D1.1.
- i. Testing and inspection do not relieve the Contractor of the responsibility for providing materials and fabrication procedures in compliance with the specified requirements.

2. Bolt Inspection:

- a. Inspect high-strength bolted connections in accordance with AISC Specifications for Structural Joints Using ASTM A325 or A490 Bolts. For vertical inspections, the IBC also uses AISC 360, Chapter N.
- b. Fully Pre-tensioned Connections: Inspect 10 percent of bolts, but not less than 2 bolts, selected at random in 25 percent of connections in accordance with AISC Specification for Structural Joints Using ASTM A325 or A490 Bolts. Inspect all bolts in connection when one or more are rejected.
- c. Bolts installed by turn-of-nut tightening may be inspected with calibrated wrench when visual inspection was not performed during tightening.
- d. Inspect field erected assemblies; verify locations of structural steel for plumbness, level, and alignment.

D. Submit inspection reports, record of welders and their certification, and identification, and instances of noncompliance to the Owner.

3.1 ASPHALT CONCRETE PAVING:

1. Aggregate Base Course:

- a. Sample and test aggregate as necessary to ensure compliance with specification requirements for gradation, wear, and soundness as specified in the applicable state highway standards and specifications.

2. Asphalt Concrete:

- a. Aggregate: Sample and test aggregates in stock pile and hot-bins as necessary to ensure compliance with specification requirements for gradation (AASHTO T27), wear (AASHTO T96), and soundness (AASHTO T104).
- b. Temperature: Check temperature of each load of asphalt concrete at mixing plant and at site of paving operation.
- c. Density: Make a minimum of two field density tests in accordance with ASTM D1188 of asphalt base and surface course for each day's paving operation.

3. Asphalt Binder

- a. Shall be a Performance Grade (PG) asphalt binder conforming to the requirements of AASHTO M 320.

Test References:

ARIZ 103 Sampling Bituminous Materials

ARIZ 104 Sampling Bituminous Mixtures

ARIZ 247 Particle Shape and Texture of Fine Aggregate Using Uncompacted Void Content

ARIZ 406 Moisture Content of Bituminous Mixtures

ARIZ 410 Compaction and Testing of Bituminous Mixtures using Four Inch Marshall Apparatus

ARIZ 415 Bulk Specific Gravity and Bulk Density of Compacted Bituminous Mixtures

ARIZ 416 Preparing and Splitting Field Samples of Bituminous Mixtures

ARIZ 417 Maximum Theoretical Specific Gravity of Field Produced Bituminous Mixtures (Rice Test)

ARIZ 421 Bituminous Material Content of Asphaltic Concrete Mixtures by Nuclear Method

ARIZ 424 Determination of Air Voids in Compacted Bituminous Mixtures

ARIZ 427 Asphalt Binder Content of Asphaltic Concrete Mixtures by the Ignition Furnace Method

AASHTO T312 Preparing and Determining the Density of Asphalt Mixture by Means of Superpave Gyratory

4.1 SITE WORK CONCRETE:

Test site work concrete including materials for concrete as required in Article CONCRETE of this section.

5.1 REINFORCEMENT:

Review mill test reports furnished by Contractor.

6.1 MASONRY:

A. Applicable References:

1. ACI 530/530.1 – Building Code Requirements and Specifications for Masonry Structures.

2. ACI 315 "Details and Detailing of Concrete Reinforcing"
3. ASTM C 90, Grade N.
4. ASTM C 140, normal weight.
5. ASTM C-90 Normal weight concrete masonry units.
6. ASTM A 615, Grade 60 Reinforcing Bars.
7. ASTM A951, Horizontal Joint Reinforcing
8. ASTM C 150, Type II low alkali Portland Cement.
9. ASTM C 207, Type S, special finishing hydrated lime, non-air-entrained.
10. ASTM C 144, Size No. 2, Mortar Sand.
11. ASTM C 404, Size No. 1, Grout Sand.
12. ASTM C 404, Size No. 8 or Size No. 89, Course Aggregate for Grout.
13. ASTM C 20 designation for Type S, Mortar.
14. ASTM C 476 Grout.

B. Mortar Tests:

1. Laboratory compressive strength test:
 - a. Comply with ASTM C780.
 - b. Obtain samples during or immediately after discharge from batch mixer.
 - c. Furnish molds with 50 mm (2 inch), 3 compartment gang cube.
 - d. Test one sample at 7 days and 2 samples at 28 days.
2. Two tests during first week of operation; one test per week after initial test until masonry completion.

C. Grout Tests:

1. Laboratory compressive strength test:
 - a. Comply with ASTM C1019.
 - b. Test one sample at 7 days and 2 samples at 28 days.
 - c. Perform test for each 230 m² (2500 square feet) of masonry.

D. Masonry Unit Tests:

1. Laboratory Compressive Strength Test:
 - a. Comply with ASTM C140.
 - b. Test 3 samples for each 460 m² (5000 square feet) of wall area.

E. Prism Tests:

For each type of wall construction indicated, test masonry prisms per ASTM C1314 for each 460 m² (5000 square feet) of wall area. Prepare one set of prisms for testing at 7 days and one set for testing at 28 days.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

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

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant.

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

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

Director of Business Services: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

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

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

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

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any question related to the Request for Qualifications shall be directed to the Contract Officer. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via the Question and Answers section or electronic mail, at least five days prior to the submittal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Qualifications number, page and paragraph number. Oral interpretations or clarifications will be without legal effect.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <https://procurement.opengov.com/portal/tucson-az> and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. FAMILIARIZATION OF SCOPE OF WORK

Before submitting a statement of qualifications, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a statement of qualifications will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

D.6. PREPARATION OF STATEMENT OF QUALIFICATIONS

- A. All submittals shall be on the forms provided in this Request for Qualifications package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your statement of qualification should include the signed Offer form, acknowledgement of any solicitation addenda and your response to all evaluation criteria.
- C. The Offer page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer Page, solicitation addendum/addenda or cover letter accompanying the submittal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the submittal shall initial erasure, interlineations or other modifications on the submittal.
- E. It is the responsibility of all offerors to examine the entire Request for Qualifications package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time.
- F. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- G. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

D.7. SUBMITTAL FORMAT

A statement of qualifications should be submitted on the forms and in the format specified in the solicitation. Any information that the offeror requested to be held as confidential shall be clearly marked as such. The material should be in sequence and related to the solicitation. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer Form, all signed addenda, and the offeror's response to the Evaluation Criteria. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal

D.8. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Qualifications is an offer to contract with the City based upon the contract provisions contained in the City's Request for Qualifications, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of the Director or his designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

D.9. PUBLIC RECORD

All statements of qualifications submitted in response to this Request for Qualifications shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

D.10. CONFIDENTIAL INFORMATION

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a submittal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

D.11. CERTIFICATION

By signature on the Offer page, solicitation Addendum(s), or cover letter accompanying the submittal documents, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

D.12. WHERE TO SUBMIT STATEMENT OF QUALIFICATIONS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system, <https://procurement.opengov.com/portal/tucson-az>

NOTE: THE ENTIRE OFFER MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. LATE SUBMITTALS

Late submittals will be rejected.

D.14. OFFER PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the submittal due date and time.

D.15. WITHDRAWAL OF SUBMITTAL

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the submittal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

D.16. CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the City may enter into negotiations with the top ranked Offeror(s) to determine fees, and to negotiate any other portion of the Contract deemed by the City to be necessary. In the event that the City is not able to negotiate successfully with the top ranked Offeror(s), the City shall cease negotiations with that Offeror(s) and either begin negotiations with the next ranked Offeror(s) or may choose to cancel the solicitation in its entirety. In the event that the City is not able to negotiate successfully with the next ranked Offeror(s), the City shall cease negotiations with that Offeror(s) and either begin negotiations with the third ranked Offeror(s) or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror(s) whose submittal and subsequent negotiation is most advantageous to the City

D.17. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Registration for Purchase Orders. Please note that email notifications of newly published solicitations and addenda will be provided to those vendors that select email as their preferred delivery method in their vendor record through the City's Online Bidding System.

D.18. CITY OF TUCSON BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City's Business Services Department. Registration can be completed at <https://procurement.opengov.com/portal/tucson-az>.
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

D.19. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror(s) shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

D.20. AWARD OF CONTRACT

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

- A. waive any immaterial defect or informality; or
- B. reject any or all proposals, or portions thereof; or
- C. reissue the Request for Qualifications.

A response to this solicitation is an offer to enter into negotiations and contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Submittals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation addendum, a contract addendum, or by mutually agreed terms and conditions in the final contract documents

D.21. SUBMITTAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at <https://procurement.opengov.com/portal/tucson-az> upon issuance of a Notice of Intent to Award or upon final contract execution.

D.22. PROTESTS

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Qualifications shall be received at the Business Services Department not less than five (5) working days before the Request for Qualifications due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

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

D.23. REQUEST FOR QUALIFICATIONS

- A. An appropriately qualified selection committee shall evaluate the statements of qualifications and performance data that are submitted in response to the City's request for qualifications for the proposed contract.
- B. If determined by the City and included by the City in the request for qualifications, conduct discussions with at least the number of persons or firms to be included on the short list as stated in the request for qualifications but not more than the number of persons or firms to be included on the short list plus two as specified in the request for qualifications regarding the contract and the relative methods of approach for furnishing the required professional services or construction services.
- C. In order of preference, based on criteria established and published by the selection committee and included in the request for qualifications, select a short list of persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services. The number of persons or firms on the short list shall be the number of persons or firms specified in the request for qualifications. Those firms may then be asked to provide Presentations/Interviews with the selection committee. Criteria for the Presentation/Interviews may be different than those listed in the RFQ with the Interviewees being provided the criteria and weighting prior to the Presentations/Interviews.
- D. The City shall enter into negotiations for a contract with the highest qualified person or firm for the professional services or for the construction services. The negotiations shall include consideration of compensation and other contract terms that the City determines to be fair and reasonable to the City. In making this decision, the City shall take into account the estimated value, the scope, the complexity and the nature of the professional services or construction services to be rendered. If the City is not able to negotiate a satisfactory contract with the person or firm considered to be the most qualified at compensation and other contract terms the City determines to be fair and reasonable, the City shall formally terminate negotiations with that person or firm. The City may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject

all persons or firms on the short list. If a contract for construction services is entered into pursuant to this subsection, construction shall not commence until the City and contractor agree in writing on a fixed price or a guaranteed maximum price for the construction to be commenced.

E. The contract file shall contain the basis on which the award is made.

E. SELECTION PROCESS

E.1. SELECTION PROCESS

The selection process is provided below:

- One-Step - Statement of Qualifications (SOQ)
 - For One-Step solicitations, a qualified committee will evaluate the SOQs submitted and determine the offeror(s) most qualified to enter into negotiations for a contract.

F. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience and Qualifications of the Firm Describe the experience and qualifications of the firm in providing similar services. Identify three similar soils and materials testing services on-call contracts or projects the submitting firm has completed in the last five years. For each project listed, provide: 1. Description of the project including scope and project owner 2. Role of the firm and explain how this relates to the services being solicited 3. Contract's original contract value, final contract value, and reason for variance 4. Contract start date and completion date.	Points Based	25 <i>(25% of Total)</i>

2.	Experience and Qualifications of the Key Personnel Describe the experience and qualifications of the specific team expected to be assigned to the services proposed. For each key person identified, list their length of time with the firm. List each key person's role in the projects provided. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For each project listed, provide: 1. Qualifications of responsible professional engineer 2. Description of the project including scope and project owner 3. Role of the team or team member and explain how this relates to the services being solicited 4. Project's original contract value, final contract value, and reason for variance 5. Project's start date and completion date	Points Based	25 (25% of Total)
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3.	Laboratory and Testing Qualifications Provide a statement indicating your laboratory meets the requirements outlined in the Scope of Work, AASHTO re:source (formerly AMRL), and Cement and Concrete Reference Laboratory (CCRL) for concrete testing. Provide evidence of such in matrix form and copies of the actual accreditations and/or most recent inspections. In addition, provide a matrix of the other testing services that the firm can provide.	Points Based	20 (20% of Total)
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4.	Project Management and Responsiveness As part of our selection process, the City has the responsibility of considering the possibility of the firm receiving multiple task assignments under this contract overlapping the same time period, in addition to any other on-going work the firm may have. Provide how your firm will approach: 1. Managing multiple project assignments and request for testing under the On-Call Contract 2. Providing expedited services on requests for field sampling and field or laboratory testing, including examples where the firm responded to after hour requests, working nights and weekends 3. Providing quick turn-around times to inquiries 4. Prioritizing staffing in relation to importance of assigned projects and schedule requirements 5. How the firm will manage responding and allocating resources for projects that will have an inconsistent time commitment requirement. Provide examples how the firm was able to achieve this on past projects 6. Project issues such as troubleshooting, dispute resolution, submittal of reports, submittal of	Points Based	20 (20% of Total)
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	samples, and any other pertinent matters		
5.	Staffing Information for Key Personnel Provide the following information: 1. Team's availability and commitment to assigned projects 2. Team's plan to maintain continuity of the proposed services 3. Organization chart showing key personnel, current professional licenses or certifications, technical staff for project assignment, and other assigned roles for proposed services 4. Identify the location of the lead firm's principal office and the home office location of key staff on this project	Points Based	10 <i>(10% of Total)</i>

G. SPECIAL TERMS AND CONDITIONS

G.1. CONTRACT TERM AND RENEWAL

The term of this contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the parties shall have the right, to renew the Contract for one (1) additional two (2) year period, or portions thereof. In the event that the parties exercise such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

G.2. SOFTWARE COMPATIBILITY

For the purposes of aiding the Consultant in the performance of their obligation under this Contract, the City shall furnish upon request all relevant data in the City's possession and shall direct City officers, agents and employees to render all reasonable assistance to Consultant in connection with Consultants performance under this Contract. The provision of such aid, assistance, information or services as received from the City shall in no way relieve the Consultant from obligations under this Contract. The City does not warrant the compatibility of City furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

G.3. NOTICE TO PROCEED

The Consultant agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

G.4. PRINCIPAL CONSULTANT'S RESPONSIBILITY

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the City shall consider the extent to which the Consultant may be reasonably liable.

Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Contract.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of Arizona.

Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration.

The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the City.

By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

G.5. DRAWING, STANDARD DETAILS, ETC.

City of Tucson drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the City. The City will furnish the Consultant with copies of the necessary standard City documents. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.

G.6. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the City shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the City only in accordance with those same rates.

The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.

G.7. INVOICING

The City will pay the Contractor following the submission of an itemized invoice(s) on the prescribed form as provided by the Contract Representative. Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested. The invoice shall be submitted based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment shall be made.

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

Invoices shall be submitted to the City's Project Manager within 30 calendar days of the end of the month for all actual work completed for the billing period performed during the preceding month. The invoice to the City shall include invoices for sub-consultants for the same billing period included by the Contractor. The invoices shall be accompanied by any required labor and reporting forms.

G.8. SBE PROGRAM REQUIREMENTS

The SBE participation goal for this project will be evaluated during the negotiation phase prior to award.

Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Prime Consultant shall submit to the Business Services Department, Business Enterprise & Compliance Program, either a completed statement of proposed SBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The SBE Plan must include:

- A. The name of the SBE subcontractors/suppliers;
- B. The type and scope of work or service each SBE will perform;
- C. The dollar value of each SBE's subcontract;
- D. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
- E. The total dollar value of SBE work performed and percentage of the contract value;
- F. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver request must be in place prior to issuance of Notice To Proceed (NTP).

A signed offer in response to this RFQ represents the offerors intent to comply with the SBE program.

See ATTACHMENT C - SBE Program Provisions

G.9. PROJECT AWARD

The City intends to request project specific Statements of Qualifications (SOQs) from all firms awarded under the contract. City staff will review, score and rank the SOQs with highest ranked firm invited to submit a fee proposal and enter into negotiations for the project. Should the City be unable to reach an agreement with the highest ranked firm, negotiations will be terminated and the City may enter into negotiation with the next highest ranked firm for the project.

If this is impracticable, the City may elect to direct select a firm without project SOQs by reviewing initial SOQs submitted during the selection process for evaluation relative to the project requirements. The City will then enter into negotiations the firm deemed be the best qualified for the project.

The City shall not reimburse consultants for the cost of proposal preparation. Each project shall be negotiated and approved by the City Project Manager or designee prior to issuance of Notice to Proceed. The consultant shall not begin any work prior to receipt of Notice to Proceed

Individual projects not to exceed two-hundred fifty thousand dollars (\$250,000) unless a written wavier is approved by the Business Services Department.

G.10. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements

with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

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

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

G.11. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The City encourages the Contractor to hire or subcontract if necessary in order to provide the best personnel. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

G.12. DIRECT EXPENSES

Estimated direct expenses shall be submitted to the Project Manager prior to authorization to proceed. All direct expenses will be compensated at cost with no markup. Travel, mileage and per diem expenses shall be in accordance with General Services Administration (GSA) rates for the Tucson area or for the area that travel is taking place. Vehicle usage, lodging, and per diem expenses for the Contractor's out of town staff or sub-consultants must be identified and approved in the Contractor's cost proposal. Estimated travel expenses shall be submitted to the Project Manager for approval prior to authorization of specific travel. Contractor will make every effort to minimize or eliminate the need for direct expenses and will actively pursue options to consolidate travel/lodging expenses whenever possible.

Contractor shall not be reimbursed for normal business use mileage within Pima County. Contractor shall consider normal computer and telephone usage for daily activities as a part of overhead.

Travel expenses are limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Contractor is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Contractor shall fly

coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. Contractor is responsible for utilizing the appropriate per diem rates for locations outside of Tucson where travel is taking place. In addition, Contractor is responsible for utilizing updated Per Diem Rates for subsequent Fiscal Years.

G.13. RATE ADJUSTMENT

The City will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract extension.

H. INSURANCE REQUIREMENTS

H.1. INSURANCE PROVISIONS OVERVIEW

The Contractor agrees to:

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

H.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: \$2,000,000

General Aggregate: \$4,000,000

Products & Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$2,000,000

Blanket Contractual Liability: \$2,000,000

H.3. Commercial Automobile Liability

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.

Combined Single Limit: \$1,000,000

H.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

*Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS §

23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

H.5. Professional Liability (Errors & Omissions)

Each Claim: \$1,000,000

Annual Aggregate: \$2,000,000

H.6. CLAIMS MADE INSURANCE COVERAGE

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.7. ADDITIONAL INSURANCE REQUIREMENTS

All policies shall include, or be endorsed to include, the following provisions:

- A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
- B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
- C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

H.8. NOTICE OF COVERAGE MODIFICATIONS

Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Business Services Department.

H.9. ACCEPTABILITY OF INSURERS

Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

H.10. VERIFICATION OF COVERAGE

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after

completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department.

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

H.11. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

H.12. EXCEPTIONS

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Business Services.

I.2. APPLICABLE LAW

This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

I.3. ARBITRATION

It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

I.4. ASSIGNMENT-DELEGATION

No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

I.5. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

I.6. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

I.7. COMMENCEMENT OF WORK

The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

I.8. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and its regulations, including 28 CFR Parts 35 and 36. If Contractor will provide or make available web content or mobile applications, the Contractor must demonstrate that its work product conforms to the DOJ's April 24, 2024 final rule under Title II of the ADA by providing either (1) a current Accessibility Compliance Report (ACR) based on the latest version of the Voluntary Product Accessibility Template (VPAT) for the Web Content Accessibility Guidelines (WCAG) 2.1, or (2) an independent third-party evaluation from an accessibility consultancy.
 1. The Contractor's indemnification obligations under this Agreement shall include all allegations, demands, proceedings, suits, actions, claims, liability, damages, losses, expenses (including but not limited to attorney fees, court costs, and all claim-adjusting and claim-handling expenses) or disbursements of any kind or nature in any way relating to or arising from the Contractor's breach of this section or non-compliance with any of the provisions of the ADA.
 2. In addition to any other rights and remedies in this Agreement, the City may exercise the following remedies if the Contractor breaches this section or fails to comply with any provision of the ADA:
 - a. The City may require the Contractor to remediate within 30 days at the Contractor's expense,
 - b. The City may terminate the contract without penalty, or
 - c. The City may perform any necessary testing and/or remediation and deduct the actual cost from any outstanding payments to the Contractor or seek reimbursement for the actual cost from the Contractor.
 3. As a courtesy and for convenience, the City is providing this link for the VPAT template: <https://www.itic.org/policy/accessibility/vpat>. The most updated template for WCAG compliance must be downloaded, completed, and returned to the City with Contractor submissions.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

I.9. CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

I.10. CONFLICT OF INTEREST

Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.

I.11. CONTRACT MODIFICATIONS

No work outside of the contracted scope of work shall begin without an executed Contract Addendum and a written Notice to Proceed. Contractor shall notify COT immediately when projected hours for individuals under contract are within no less than 20% of exceeding the proposed hours. All direction regarding tasks, deliverables and level of effort shall originate with the designated City Project Manager/Contract Representative or the Business Services Department. No direction shall be taken from, nor shall any work commence with direction from, any other party.

I.12. CONTRACT ADDENDA

The Business Services Department has the sole authority to:

- A. Amend the contract or enter into supplemental verbal or written agreements;
- B. Grant time extensions or contract renewals;
- C. Otherwise modify the scope or terms and provisions of the contract.

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

I.13. CONTRACT

The Contract shall be based upon the Request for Qualifications issued by the City and the Offer submitted by the Contractor in response to the Request for Qualifications. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Business Services, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

I.14. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

I.15. DUPLEXED/RECYCLED PAPER

In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor

in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

I.16. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

I.17. FEDERAL IMMIGRATION LAWS AND REGULATIONS

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

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

I.18. FORCE MAJEURE

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

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

I.19. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

I.20. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

I.21. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, to the extent caused by the negligent, reckless, or intentional wrongful acts or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

If a court of law determines that this section is void because the language used does not comply with A.R.S. § 34-226, then the words or phrases that cause the provision to violate the statute will be deemed to have been retroactively modified in a way that complies with the statute but retains Contractor's indemnity obligations to the fullest extent not inconsistent with the statute.

I.22. INDEPENDENT CONTRACTOR

It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

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

I.23. INSPECTION AND ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

I.24. INTERPRETATION-PAROLE EVIDENCE

This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

I.25. LICENSES

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

I.26. LIENS

All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

I.27. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

I.28. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

I.29. OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

I.30. PATENT INFRINGEMENT

The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

If appropriate, the Consultant shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

I.31. PAYMENT

- A. Form of Payment: Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices: Unless City pays by credit card at time or order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments: The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts: Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.32. PREVENTION OF HEAT-RELATED ILLNESSES AND INJURIES

If Contractor's employees or contract workers will perform work under this Contract in an outdoor environment, Contractor must have and implement a written plan listing the preventative and proactive measures that Contractor will take to protect those employees and contract workers from heat hazards

(the “Heat Safety Plan”) while performing that work. The City may request a copy of this Heat Safety Plan and documentation of all heat safety and mitigation efforts currently implemented by Contractor to prevent heat-related illnesses and injuries for work done under this Contract. The Heat Safety Plan must also be posted where it is accessible to employees. At a minimum, the Heat Safety Plan must include each of the following elements as it relates to heat safety:

1. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
3. Access to shaded areas and/or air conditioning.
4. Access to air conditioning in vehicles with enclosed cabs.
5. Effective acclimatization practices to promote the physiological adaptation of employees or contract workers newly assigned or reassigned to work in an outside environment.
6. Training of employees and contract workers, no later than one week prior to being deployed to work in an outdoor environment, on heat illness and injury that focuses on environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.
7. The posting of signage at the job site that contains information, in both English and Spanish, explaining how to (a) recognize and report signs and symptoms of heat illness and injury; (b) administer appropriate first aid measures, and (c) report heat-related illness and injury to emergency medical personnel. The signage must also include a phone number for reporting heat violations to OSHA/ADOSH.
8. Providing written notification to all employees and contract workers regarding their new worker protections under this provision. This notification shall be provided to existing employees and during the onboarding process for new employees. The notification shall be provided to each worker in the language preferred by that worker and must be posted in the workplace.

Contractor will incorporate this section in all subcontracts with subcontractors or other entities or individuals who may perform work under this Contract, including the requirement that those subcontractors impose the same obligations under any sub-subcontractors. It is the obligation of Contractor to ensure compliance with this provision by its subcontractors. City may terminate this Contract for failure to comply with this provision.

I.33. PROTECTION OF GOVERNMENT PROPERTY

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City’s Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

I.34. PROVISIONS REQUIRED BY LAW

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

I.35. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

I.36. RIGHT TO ASSURANCE

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

I.37. RIGHT TO INSPECT

The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

I.38. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

I.39. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

I.40. SHIPMENT UNDER RESERVATION PROHIBITED

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

I.41. SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

I.42. SUBSEQUENT EMPLOYMENT

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

I.43. SUSPENSION OF WORK

- A. The City may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City.
- B. The Consultant agrees that no charges or claims for damages shall be made against the City for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the City of any of the rights herein.

I.44. TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

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

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

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

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

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

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

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

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

I.45. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

I.46. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

- A. the City of Tucson minimum wage
- B. the State of Arizona minimum wage
- C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.47. WARRANTIES

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

I.48. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Forms to be Filled Out

Please ensure that all required information is included with your response.

- A. Cover Letter
- B. Statement of Qualifications
- C. Offer and Acceptance Form
- D. ASTM Certification

Cover Letter*

Please upload your Cover Letter.

*Response required

Statement of Qualifications*

Please upload your Statement of Qualifications in response to the Evaluation Criteria.

*Response required

Offer and Acceptance Form*

Please upload your signed Offer and Acceptance form. If selected, you agree to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

*Response required

ASTM Certification*

Please upload completed ASTM Certification.

See Attachment D

*Response required

Does your response to this solicitation include a request to keep any portion confidential and withhold it from the public record?*

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

☐ Yes

☐ No

*Response required

When equals "Yes"

Confidential Information*

If you answered yes, then you must use this field to identify the sections of your submittal that you are requesting be withheld from public record.

If sections are not identified as confidential in this field, your request to hold information confidential may not be accepted.

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

*Response required

Is your firm submitting any exceptions for the City's consideration? *

In accordance with Instructions to Offerors - Exceptions to Contract Provisions, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

☐ Yes

☐ No

*Response required

When equals "Yes"

Define the exceptions you are requesting.*

In accordance with Instructions to Offerors - Exceptions to Contract Provisions, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

*Response required

Does your firm have a City of Tucson Business License?

☐ Yes

☐ No

When equals "Yes"

Please upload a copy of your business license.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

As Tucson City Attorney and not personally

As Director of Business Services and not personally

Date

Date