

CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 051093

MATERIAL OR SERVICE: SOLAR DOMESTIC WATER HEATING SYSTEMS AT
VARIOUS TUCSON RECREATIONAL FACILITIES

PROPOSAL DUE DATE: MAY 16, 2005, AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor West, Tucson, AZ 85701
P.O. Box 27210, Tucson, AZ 85726-7210

PRE-PROPOSAL CONFERENCE DATE: MAY 6, 2006
TIME: 9:00 A.M., LOCAL AZ TIME
LOCATION: FRED ARCHER NEIGHBORHOOD CENTER
ROOM 133
1665 S. LA CHOLLA BLVD., TUCSON, AZ

This solicitation and possible future amendments may be obtained from our website at:
www.cityoftucson.org/procure

Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor West, Tucson, AZ.

The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

If you experience any problems receiving this Request for Proposal, please call (520) 791-4217 or (520) 791-4704.

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CONTRACT OFFICER: SARAH VAVRA, C.P.M.
TELEPHONE NUMBER: (520) 791-4400 Ext. 102
Sarah.Vavra@tucsonaz.gov

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS COMPLETE SOLICITATION BY CALLING (520) 791-4217. A COPY MAY ALSO BE DOWNLOADED FROM THE CITY OF TUCSON PROCUREMENT DEPARTMENT WEB SITE AT: www.cityoftucson.org/procure

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

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. Proposals submitted to the Department of Procurement's 1st floor location prior to the cited time and date will not be considered late. The prevailing clock shall be the City Department of Procurement clock.

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

Proposers who wish to submit their proposals in person are advised to allow themselves ample time to clear building security at City Hall. A picture ID is required to enter City Hall.

SV/sd

PUBLISH DATE: MAY 16, 2005

THIS PROPOSAL IS OFFERED BY: _____

INTRODUCTION

The City of Tucson (herein referred to as the "City") is requesting proposals from qualified firms for the design, build, operation, maintenance, and financing of Solar Pool Heaters and Solar Domestic Hot Water Heating systems for five, year round heated swimming pools and related facilities at five locations in the City. The intent is to design and build these systems under an Independent Energy Provider (IEP) contract. The IEP contract will provide for payments by the City for energy provided by the solar water heaters. Proposals that do not address this financing approach will be deemed non-responsive. The energy generated by the solar water heating systems will be paid for by the City at an agreed to amount. Offerors must propose on all five sites. There will be no cost to the City until the solar water heating systems are producing energy. The City intends to award a contract if the cost for the solar heated water is less than or equal to the cost of producing it through the existing water heating systems (as determined by the City of Tucson using current gas usage and efficiencies). The City will own the solar water heating systems at the end of the contract term.

SCOPE OF WORK

The successful offeror will be required to design, install, finance, and maintain 5 solar pool heaters and 5 solar domestic hot water systems providing hot water for the pools and showers in the toilet and shower facilities under an energy supply type contract. The City expects to make a direct energy purchase under an arrangement where the successful offeror will finance, build the systems, maintain and operate. At the end of the contract term, the City of Tucson shall own all systems.

Existing Conditions

Information and detailed energy usage for the five existing pools and related facilities can be found in Appendix 1 through 5.

For calculation purposes assume all of the boiler efficiencies are 75%.

Design/ Installations Considerations

Potential vandalism and aesthetics should be a concern when considering design and installation issues. Vandalism (i.e., glass breakage) could be a problem and proper physical protection should be integrated into the design. The preferred location for the collectors is on the roof of the structures. Even on the roof, some physical protection against vandalism is required. Many of the roofs are constructed of metal with lightweight metal framing members. Collectors can and must be firmly mounted to the roof and all roof penetrations must protect the existing roof. The collectors can be mounted directly to the roof or on racks that are mounted directly to the roof. Roof contact points should be adequately reinforced to handle movement to prevent the roof from being damaged over time. Ground mounted collectors shall be firmly mounted on concrete footings or posts. Appropriate metal that is properly resistant to corrosion can be used for the foundation of ground mounted systems. Ground mounted systems must be protected by fencing, at a minimum. Although ground mounted systems are not desirable, the use of ramadas for shading with the solar water heaters mounted to them may be acceptable. Additional consideration will be given to those offerors who demonstrate multiple uses for their proposed solar heaters. For example a shade structure would serve a dual purpose.

The installations should integrate visually with the design and character of building structures and reflect orderly and consistent installation practices. The City will make the final determination on acceptability.

When systems are installed on roofs, the contractor is responsible for proper and safe design, as certified by an Arizona licensed PE. Any roof modifications, as needed to accommodate the solar system, must be implemented at the contractor's expense by a qualified roofing sub-contractor. All construction activity shall be in accordance with Arizona Revised Statutes, Title 34. The contractor will be completely responsible for the design and construction of the solar water heating systems.

If the contractor requires infrastructure such as a phone line they will be expected to provide and pay for the necessary infrastructure.

Solar System Sizing and Performance

A minimum of 50% of the total annual energy required to supply hot water for the pool and other domestic uses should be displaced by the proposed solar installations. The contractor shall demonstrate that this minimal production can be

achieved by supplying an analysis of the solar energy system performance using data from NREL's Solar Radiation Data Manual. Only the data in the tables may be used for the estimation process. Temperature for pools is targeted at 82 degrees and around 110F-120F for shower/ sink hot water.

Measurement and Verification of Energy Savings

Measurement and Verification ("M&V") will be conducted by metering and monitoring.

Once the systems are operational, the contractor shall record performance information from the systems and bill the City based on the recorded performance and the agreed upon terms of the contract. The City shall, at their discretion, conduct independent monitoring of system performance. The City shall have access to installed metering. All meters must have a visual display.

At a minimum, performance reporting in conjunction with billing shall occur monthly. Performance reporting shall include any maintenance notes and energy production.

The baseline for M&V is the energy data for pools for July 2002 through June 2004 (two full years) and is attached to this document in Appendix 1 through 5.

Permit, Codes and Standards

The contractor shall be responsible for obtaining all required permits. No exemptions for permits have been confirmed or should be assumed. The contractor shall design to code, apply for the necessary permits, the City will pay for the permit fees directly and then the contractor can obtain them.

The contractor shall install all equipment in accordance with manufacturer's recommendations or in accordance with City of Tucson installation requirements. In general, all aspects of the installation shall comply with the standards outlined in appropriate national and local codes and ordinances. Current codes can be found at: www.ci.tucson.az.us/dsd/codes_ordinances/building_codes.html

SRCC rated products and systems are preferred, but not required. However, all safety requirements must be met by the proposed systems.

Deliverable Products

The contractor shall produce five solar hot water and pool systems installed on City pool property. These systems shall be designed, financed, installed, operated and maintained by the contractor for the contract term. In return, the City will pay the contractor for the energy produced by the systems at a rate as agreed upon in the contract.

At the completion of the term, the contractor shall transfer ownership of the systems to the City. At that time, the contractor shall produce O&M manuals with schedules and provide technical training on the details of operation.

Before turning the system over to the City, the Contractor shall provide a proposal to continue on-going maintenance of the system under an annually renewable maintenance contract.

The City prefers to base the price of the energy purchased from the solar systems on a price per million btu that will include a fixed and variable component as described below. The unit price shall be based upon two components. One component is to be fixed for the duration of the contract term, which includes the financed portion. A second component will be adjusted annually based upon the consumer price index. This component will be adjusted by comparing the CPI with the CPI at the start of the project.

Energy Cost (\$/million BTU) = monthly solar energy generation X (fixed charge \$/million BTU + variable charge \$/million BTU X (CPI/CPI₀))

Where CPI – Consumer Price Index for All Urban consumers (CPI-U), U.S. Average, of the Bureau of Labor statistics, U.S. department of Labor (or successor) for the most recent period for which the index as published.

CPI₀ – Consumer Price Index at the start of services

The City will entertain other pricing options, however, the above price scenario must be provided in addition to other options.

Other considerations and options

The contractor shall agree to minimum performance levels from the systems as negotiated in the contract. At a minimum, at least 50% of the total annual load for all hot water/pool systems must be met with the solar system. Failure to meet the agreed upon minimum performance levels will result in a rebate to the City for the difference between the agreed upon minimal performance level and the actual energy performance based on the actual natural gas rates, including an adjustment for the boiler efficiency (use 75% efficiency for all boilers) as specified in Appendices 1 through 5.

The minimum solar system performance requirement, as noted above, shall be adjusted for acts of God that adversely affect solar system performance, such as unusual weather events (i.e., extended or severe monsoon) or natural disaster (i.e., a volcano that pumps ash into the air and reduces the sun light). In the case that an act of God has reduced the actual total horizontal solar radiation by more than 15% of the 30 year average solar radiation for Tucson, as documented by NREL's solar radiation database, the minimum required performance shall be reduced by 1 percentage point for every percentage point of solar radiation reduction above 15% of the 30 year average. For example, if the solar radiation for the year is 17% below the 30-year average and the contractor has agreed to supply a minimum of 60% of the load, the contractor shall be required to produce, under these circumstances, a minimum of 58%.

The computation of the variation from long-term average for the purposes of this contract shall be based on measurements of the annual solar radiation measured by the National Weather Service Station in Phoenix and referenced to the long-term average at the Phoenix station.

Working Solar Systems

The contractor shall deliver installed solar hot water systems in accordance with the designs that were approved and accepted at the time of contract award. Sandia National Labs technical representatives, in collaboration with the City energy manager, and the City Parks and Recreation Department will determine final acceptance of the systems. Generally, acceptable systems are those that are constructed in accordance with the approved designs and specifications, operate in accordance with the approved plans and specifications and meet the intent of this solicitation.

As-built Drawings

After initial installation, the contractor shall provide the City with five hard copies of as-built drawings and one CD or DVD in Autocadd format of the systems in Autocad format.

On-site Orientation

The contractor shall provide at least one hour of on-site orientation to City's facility personnel and/or facility's occupants in the operation and maintenance of each of the solar systems after initial start-up. Training will include what to do in the event of leaks and emergencies, how the system interconnects to the existing pool pumps and filtration systems and who to contact for maintenance or questions. An appropriate O&M manual shall be provided, which outlines essential maintenance prior to this orientation. It is the contractor's responsibility to provide all of the technical content for the manual. Five hard copy versions (preferably comb-bound) of the O&M manual shall be provided. An electronic version of the O&M manual shall also be provided in Microsoft Word format.

Prior to turning the system over to the City of Tucson at the end of the contract term, the contractor must provide an additional one hour of on-site orientation to City's facility personnel and/or facility's occupants in the operation and maintenance of each of the solar systems. An appropriate O&M manual (5 copies) shall be provided that outlines essential maintenance.

Warranty

At the end of the contract term the contractor shall provide a minimum of a two-year warranty for all equipment and materials, including labor, to repair or replace any defective components. Extended warranties for all major system components, such as the collectors, shall be listed in the offeror's proposal.

Operation, Maintenance & Repair Agreement

The contractor will assume responsibility for the operation, maintenance, and repair of the solar energy systems for the contract term. Contractor responsiveness to this requirement should include point of contact for emergency and non-emergency repairs and minimum and maximum response times.

INSTRUCTIONS TO OFFERORS

1. **PRE-PROPOSAL CONFERENCE: ATTENDANCE AT THE ON-SITE PRE-PROPOSAL CONFERENCE IS STRONGLY ENCOURAGED.** The date and time of a prospective pre-proposal conference is indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposals in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposals. Oral statements or instructions will not constitute an amendment to this Request for Proposals.
2. **PROPOSAL FORMAT: Original and 4 copies (5 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria.** The City will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
3. **PREPARATION OF PROPOSAL:**
 - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
 - B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
 - C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
 - D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - E. Periods of time, stated as a number of days, shall be in calendar days.
 - F. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
4. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the offeror must complete and submit their proposal to the City of Tucson Department of Procurement at the location indicated, or prior to the exact date and time indicated on the Notice of Request for Proposal page. The offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME shall be written on the envelope.
5. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
6. **INQUIRIES:** Any question related to a Request for Proposal shall be directed to the Contract Officer whose name appears on the front side of this document. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.
7. **DISCUSSIONS:** The City reserves the rights to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, clarification of any offer to assure full understanding of, and responsiveness to solicitation requirements.
8. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price, unless prohibited, of the proposed contract. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

- 9. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

- 10. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- 11. LATE PROPOSALS :** Late proposals shall not be considered.
- 12. WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.
- 13. AMENDMENT OF REQUEST FOR PROPOSALS:** The Offeror shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due time and date.
- 14. SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the offeror's proposal.
- 15. CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Director should be so advised in writing (price is not confidential and will not be withheld). The City shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
- 16. SUBCONTRACTORS:** Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.
- 17. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.
- 18. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of 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. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 19. PROPOSAL RESULTS:** The name(s) of the successful contractor(s) will be posted on the Procurement Department's website upon issuance of a notice of intent to award or upon final contract execution.
- 20. VENDOR APPLICATION:** Prior to the award of a contract, the successful offeror shall have a completed vendor application on file with the Department of Procurement.

PROPOSAL EVALUATION REQUIREMENTS

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

- A. Qualifications & Experience
- B. Price Proposal
- C. Other Components
- D. System Configuration and Innovation
- E. Work Plan

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

A. QUALIFICATIONS & EXPERIENCE

Provide the complete firm name and address, plus a description of the firm including its size, revenue, number of employees and years in current business.

Offeror must be properly licensed to design and install solar domestic hot water systems. Please provide current contractor licenses.

Provide detailed information on the firm's experience in designing, installing, maintaining and financing solar systems in the southwestern part of the country. In addition, please provide resumes on all individuals who will be assigned to work under this contract.

Please provide a project organizational chart along with resumes of key individuals to be assigned to this project.

Please detail any experience your firm has with government contracts.

If subcontractors will be used for this project, the Offeror must submit each subcontractor's qualifications and experience in designing, installing and maintaining solar systems. In addition, the Offeror shall describe its work history with the subcontractor.

Offeror shall provide a minimum of three references that represent owners of solar heated pools that the offeror has designed, constructed and maintained. One of these references must have an agreement similar to the one described in this RFP. Reference information shall include contact name, address and phone number as well as a brief description of the scope of work of the contract/project Offeror has with said reference. It is expected that key individuals assigned to this project will have worked on some of the referenced projects.

Provide an economic analysis of the performance of the systems and energy cost savings using the energy production data as computed under the Other Components section listed below, and the energy consumption data provided with this RFP. For the purposes of this economic analysis, the offeror shall assume that the value of the displaced fuel costs are based on prevailing natural gas prices as adjusted by the boiler efficiency as specified in the appendices. Energy losses and any energy used to operate the system must be noted and included in the analysis. Electric cost can be estimated at \$0.089/kWh.

Describe your financial stability and ability to obtain financing for the proposed service.

Provide a financial statement of the firm, submitting the proposal, to establish financial responsibility and fiscal competency to perform the service outlined in the proposal.

Required financial information consists of complete audited financial statements prepared by a Certified Public Accountant in accordance with general accepted accounting principles, including a balance sheet and statement of profit and loss as of a date not earlier than December 31, 2003, which reflects the firm's current financial condition.

B. PRICE PROPOSAL

Provide fee proposal as requested on the Price Page attached herein. The proposed fee shall be inclusive of all costs associated with providing this service. In addition, the offeror shall provide a cost breakdown of said fee. The breakdown should include how the Offeror proposes the residual value of the system will be determined in the event of an early termination of the contract. Offeror shall provide a firm, fixed cost on the capital investment (split out by construction and A/E). The O & M rate will be variable, tied to the CPI, US City Average – All Items, Not Seasonally Adjusted (CUUR0000SA0).

C. OTHER COMPONENTS

Provide a description of the O&M to be supplied, including scheduled maintenance, specific requirements from the City staff who operate the pool, restrictions on facility use during O&M periods, safety requirements, hazards, etc.

Provide a description of the total amount of energy that will be produced by the system and a complete description of the methods used to complete this estimate. In addition, the description shall include the specified percentage of the pool's total energy that will be displaced by the solar system. Additionally, the contractor shall state clearly the minimal amount of energy production that shall be guaranteed under the contractual agreement. Preference will be given to those offers maximizing the amount of solar energy utilized.

Describe any assumptions regarding environmental credits that may be applicable now or in the future.

Describe expectations the offeror would have of the City, for example, is the City required to read meters and verify the system is operational? What if any aid from the City will the contractor require during construction and maintenance.

How does the offeror propose to minimize vandalism? How will repairs be handled that are not considered normal maintenance (i.e. vandalism or accidental breakage)?

D. SYSTEM CONFIGURATION AND INNOVATION

Provide a description of the technology application and how it shall be installed. A one-line drawing shall be included for each proposed site. The response to this RFP shall contain sufficient detail for the evaluators to understand the plan to be used by the proposer in designing and building the systems. As much design detail as possible is requested to be included in the proposal. Indicate how you intend to meet applicable codes and industry standards. All equipment that is installed must meet all applicable local building codes and standards.

Provide a description of the major technology components to be applied. As much detail as possible should be supplied to describe the technology components that are to be used including the collector, the controller, storage tank and heat exchangers, metering, monitoring and mounting structure. SRCC system and component ratings are preferred.

Describe any innovations or design features that offer advantages to the City in addition to the generation of heated water in the proposed systems.

E. WORKPLAN

Provide a detailed Work Plan and detailed schedule for completing all of the tasks outlined in this RFP. The details shall include start dates for each system, completion dates, work times, planned disruptions in hot water service, storage of materials on site, project management and any other information pertinent to the project.

The City anticipates that the systems will be installed and completed within 120 days of contract award. Offeror shall confirm whether or not this timeframe can/will be met.

Describe how the contractor will respond to non-working solar water heaters. How will the contractor determine the system is not working?

III. GENERAL

A. Shortlist:

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

B. Interviews:

The City reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

C. Additional Investigations:

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

D. Prior Experience:

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

MWBE PROVISIONS

THE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MBE/WBE") PROGRAM WAS ADOPTED ON AUGUST 5, 1996, AND AMENDED EFFECTIVE JANUARY 1, 2003 BY THE CITY OF TUCSON'S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIV OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIV OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.

1. PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY A CERTIFIED MBE/WBE: In accordance with Article XIV of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by a local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000), provided that the MBE/WBE is certified at the time of the bid opening or proposal due date. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**

2. PRICE PREFERENCE FOR JOINT VENTURES INVOLVING CERTIFIED MBE/WBE FIRMS: In accordance with Article XIV of the Tucson Procurement Code, any qualified joint venture shall receive up to a seven percent (7%) price preference for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) where MBE/WBE participation equals or exceeds thirty-five percent (35%) of the joint venture. The MBE/WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed, and share in the ownership control, management responsibilities, risks and profits of the joint venture. The portion of the MBE/WBE joint venture partner's work shall be set forth in detail separately from the work to be performed by the non-MBE/WBE joint venture partner. The MBE/WBE joint venture partner's portion of the contract must be assigned a commercially reasonable dollar value and use its own employees and equipment. The bidder/offoror shall provide the city access to review all records pertaining to joint venture agreements before and after the award of a contract, to the extent reasonably necessary to assess compliance with this article. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, THE JOINT VENTURE MUST BE APPROVED PRIOR TO THE BID OPENING AND PROOF OF EEO APPROVAL MUST BE PROVIDED WITH THE BID DOCUMENTS.**

To be considered, the bidder/offoror must so state in writing with their submittal, their intention to perform the contract under a Joint Venture arrangement with a certified local MBE/WBE firm. Contact the Equal Opportunity Office at 791-4593 to apply for approval as an MBE/WBE Joint Venture.

3. DEFINITIONS

Certified MBE or WBE - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) - the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

Commercially Useful Function - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Eligible Contract Relative to General Procurement of Goods, Services and Materials - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold, but does not exceed two hundred and fifty thousand dollars (\$250,000). Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City's Procurement Code.

Joint Venture - An association of two or more persons, partnerships, corporations, business enterprises or any combination of these entities, established to form a single business enterprise, but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The MBE or WBE partner(s) must be responsible for a clearly defined portion of the work performed, which is set forth in detail separately from the work to be performed by the non-MBE/WBE partner, and which is assigned a commercially reasonable dollar value. Furthermore, the MBE/WBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, interest in capital acquired by the Joint Venture and interest in earnings.

Minority Business Enterprise (MBE) - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

Woman-owned Business Enterprise (WBE) - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

4. APPLICABILITY: The seven percent (7%) price preference is available for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) is available for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE EQUAL OPPORTUNITY OFFICE TAKES SEVERAL WEEKS. PLEASE CONTACT THE EQUAL OPPORTUNITY OFFICE AT 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.

SPECIAL TERMS AND CONDITIONS

1. **AMENDMENTS** Amendments may be obtained from the City of Tucson website at: www.cityoftucson.org/procure It is the offerors's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor West, Tucson, AZ. The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.
2. **PRE-PROPOSAL CONFERENCE** BECAUSE THE NATURE OF THIS SERVICE REQUIRES VISUAL COMPREHENSION OF EACH POOL LOCATION, THE PRE-PROPOSAL CONFERENCE WILL BE HELD ON-SITE AT: FRED ARCHER NEIGHBORHOOD CENTER AND A TOUR OF THE OTHER 4 POOL LOCATIONS WILL IMMEDIATELY FOLLOW. POOLS WILL BE VIEWED IN THE FOLLOWING ORDER:

ARCHER – 1665 S. La Cholla
EL PUEBLO - 5100 S. Missiondale
FT. LOWELL – 2900 N. Craycroft
UDALL – 7200 E. Tanque Verde
CLEMENTS – 8155 N. Poinciana

ATTENDANCE IS STRONGLY ENCOURAGED.

Offerors will have access to view all pool locations outside of the pre-proposal conference. Arrangements are to be coordinated through Vinnie Hunt, by calling (520) 791-5111x311. An authorized City Representative may not be available to answer questions. Therefore, all questions are to be submitted, in writing, to the Contract Officer whose name is listed in this solicitation. Questions may be mailed, faxed or emailed. Offerors shall be responsible for confirming the receipt of said correspondence with the Contract Officer.

3. **FAMILIARIZATION OF PROJECT** The failure or omission of an Offeror to receive or examine any form, instrument, Amendments or other document or to visit the site and acquaint and satisfy themselves with conditions there existing, shall in no way relieve such Offeror from obligations with respect to their proposal or to the Contract. The submission of a proposal shall be taken as evidence that the Offeror has familiarized themselves with the project.
4. **INSURANCE**
The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability and Automobile Insurance policy shall include the City as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as follows:

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Worker's Compensation Employer's Liability	Statute \$500,000
Comprehensive General Liability	\$ 1,000,000 Bodily Injury and

Including: (1) Products & Completed Operations (2) Blanket Contractual	Property Damage Combined Single Limit
Comprehensive Automobile Liability Insurance	\$1,000,000 Bodily Injury and Property Damage Combined Single Limit
Including: (1) Non-owned (2) Leased (3) Hired Vehicles	
Automobile Physical Damage Insurance	Actual Cash Value

City Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Section 1., Items A., B., and C. above. Said evidence shall be to the Procurement Director's satisfaction.

5. CONTRACT TERM The term of the contract shall commence upon award and shall remain in effect for a ten (10) year period, unless terminated, canceled or as otherwise provided herein. Minor scope additions and/or deletions may be negotiated at any time during the contract term..

6. KEY PERSONNEL It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. 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.
- B. 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.

7. COOPERATIVE PURCHASING Any contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public agencies who have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any resultant contract. Appendix 6 lists the public agencies who have currently entered into Cooperative Purchasing Agreements with the City of Tucson. However, the parties agree that this list is subject to change.

Any orders placed to or services required by the successful contractor will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

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

8. INVOICES Invoices are to be submitted monthly along with all required reports. Invoice is to be submitted with BTU's broken out by pool location with a grand total for all locations.

9. PERFORMANCE SURETY Depending upon the complexity of the offeror's proposal, the City may request a performance surety. The successful offeror may have to furnish a performance surety in the amount of 10% of their proposal within ten days after notice of award. The surety will be in the form of a bond, cashier's check, certified check, money order, letter of credit, or certificate of deposit. Personal or company checks are not acceptable unless certified.

STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Sec 31-1461, et.seq.
 - C. The bidder 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, or service to a public servant in connection with the submitted offer.
 - D. Offeror's certify by signing that the product being furnished in this solicitation contains no tropical hardwood excluded from consideration of purchase by the City of Tucson. A list of tropical hardwood may be obtained from the City's Department of Procurement. At the request of the City, offerors may be required to provide documentation from their supplier stating to origin of the wood products that they are bidding. Failure to provide this information when requested, will result in the bid being rejected as non-responsive. Vendors knowingly violating the tropical hardwood restriction may be barred from any further contracting with the City of Tucson.
 - E. The bidder submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

2. **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 to you. 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 cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to contractor for acting or failing to act as in any of the following:

In the opinion of the City, contractor provides personnel that do not meet the requirements of the contract;

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

In the opinion of the City, contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

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

In the opinion of the City, contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the City created hereby is conditioned upon the availability of City, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the City at the end of the period for which funds are available. The City shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. 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.

3. **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 you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.
4. **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, at the City's sole option, or by other means expressly approved by the City, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

- 5. INDEPENDENT CONTRACTOR:** It is clearly 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 whatsoever.

Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the City, and that such days do not accumulate for the use of same at a later date.

The City of Tucson will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

- 6. AFFIRMATIVE ACTION: Contractor** agrees to abide by the provisions of the Tucson Code Chapter 28, Article XII Sections 28-137 to 28-144, Affirmative Action by City Consultants. Contractor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the City's goals.

Specifically, the Contractor agrees to submit the following reports to the City's Equal Opportunity Office before contract award:

- i. Part A. Employer Information Report;
- ii. Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
- iii. Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the City's Director of Procurement that failure to comply with the requirements of this subsection be waived and that the bid be accepted contingent upon receipt of the required reports before a notice to proceed is issued.

- 7. HUMAN RELATIONS:** Contractor agrees to abide by the provisions of the Tucson Code Chapter 28, Article XII Section 28-138, Provision against discrimination required in all city contracts.
- 8. 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.
- 9. PATENT INFRINGEMENT:** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with noninfringing equipment, or modify it so it becomes noninfringing.
- 10. 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.

- 11. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
- 12. 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. Contractor also agrees that any 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.
- 13. SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this document.
- 14. GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts 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 canceled 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.
- 15. APPLICABLE LAW:** This contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the City. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
- 16. CONTRACT:** The contract shall be based upon the Request for Proposal issued by the City and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 17. LEGAL REMEDIES:** All claims and controversies shall be subject to the Tucson City Charter and Code.
- 18. CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the City's Director of Procurement and persons duly authorized to enter into contracts on behalf of the Contractor.
- 19. 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 forthwith be physically amended to make such insertion or correction.
- 20. 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.
- 21. PROTECTION OF GOVERNMENT BUILDINGS:** 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 buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the City, as directed by the Director of Procurement. If the Contractor fails or refuses to

make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

- 22. INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as 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 this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 23. 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 Contractor shall be made without prior written permission of the City's Purchasing Director. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position within 15 days of receipt of written notice by the Contractor.
- 24. 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 Purchasing Director. 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. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position within 15 days of receipt of written notice by the Contractor.
- 25. 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 or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 26. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
- 27. 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.
- 28. INDEMNIFICATION** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 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.
- 30. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question 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 an anticipatory repudiation with this contract.
- 31. ADVERTISING:** Contractor shall not advertise or publish information concerning this contract without prior written consent of the City.
- 32. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 33. FORCE MAJEURE:**
- A. 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.
 - B. 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.
- 34. INSPECTION:** 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 Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
- 35. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be 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.
- 36. 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.
- 37. 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 conform, this shall conform to the cancellation clause set forth within this document.
- 38. 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 a default of any nature, at the option of the City, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
- 39. 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 held by the Contractor until payment in full is made by the City. Upon request of the City, the Contractor shall provide a formal release of all liens.

- 40. PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

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

- 41. 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.

- 42. COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.

- 43. PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

- 44. SUBSEQUENT EMPLOYMENT:** The City may cancel 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. Such cancellation shall be effective when written notice from the Director of Procurement is received by the parties to this contract, unless the notice specifies a later time.

- 45. DEFINITION OF KEY WORDS USED IN THE SOLICITATION :**

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of 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.

May: Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

"City"	The City of Tucson, Arizona, 255 W. Alameda, Tucson, AZ 85701
"Contractor/	The individual, partnership, or corporation who, as a result of the competitive
Consultant"	proposal
"Contract"	process, is awarded a contract by the City of Tucson.
"Contract Representative"	The legal agreement executed between the City of Tucson, AZ and the Contractor/Consultant.
"Director of Procurement"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
	The contracting authority for the City of Tucson, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Tucson, AZ.

- 46. 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.

- 47. TAX OFFSET POLICY:** If applicable, in evaluating bids and for purposes of determining the low bidder, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

- 48. EMPOWERMENT ZONE:** The Tucson Empowerment Zone is designed to reduce your federal tax burden and reduce your cost of doing business in the zone. If you are doing any work in the Empowerment Zone and have employees that live in the zone, you can receive a federal tax credit for a percentage of the wages you pay while

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726-7210

REQUEST FOR PROPOSAL NO. 051093
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PRINCIPAL CONTRACT OFFICER: SARAH VAVRA, C.P.M.
PH: (520) 791-4400 Ext. 102 / FAX: (520) 791-4735

doing the work. For more information, contact the City of Tucson's office of Economic Development at www.cityoftucson.org/oed or call 791-5093.

PRICE PAGE

The City prefers to base the price of the energy purchased from the solar systems on a price per million btu that will include a fixed and variable component as described below. The unit price shall be based upon two components. One component is to be fixed for the duration of the contract term, which includes the financed portion, design and construction. A second component will be adjusted annually based upon the consumer price index. This component will be adjusted by comparing the CPI with the CPI at the start of the project.

Energy Cost (\$/million BTU) = monthly solar energy generation X (fixed charge \$/million BTU + variable charge \$/million BTU X (CPI/CPI₀))

Where CPI – Consumer Price Index for All Urban consumers (CPI-U), U.S. Average, of the Bureau of Labor statistics, U.S. department of Labor (or successor) for the most recent period for which the index as published.

CPI₀ – Consumer Price Index at the start of services

I. ENERGY UNIT COST (\$/MMBtu) = _____ = _____ + _____
fixed component + variable component

II. Solar Energy Generation and City Cost

a. Archer Pool – annual solar energy generation pool = _____ MMBTU
annual solar energy generation domestic water = _____ MMBTU
Annual cost of Solar Energy \$ _____

b. Clements Pool – annual solar energy generation pool = _____ MMBTU
annual solar energy generation domestic water = _____ MMBTU
Annual cost of Solar Energy \$ _____

c. El Pueblo Pool – annual solar energy generation pool = _____ MMBTU
annual solar energy generation domestic water = _____ MMBTU
Annual cost of Solar Energy \$ _____

d. Ft Lowell Pool – annual solar energy generation pool = _____ MMBTU
annual solar energy generation domestic water = _____ MMBTU
Annual cost of Solar Energy \$ _____

e. Udall Pool – annual solar energy generation pool = _____ MMBTU
annual solar energy generation domestic water = _____ MMBTU
Annual cost of Solar Energy \$ _____

Total Annual Solar Energy Generation = _____ MMBTU
Total Annual Solar Energy Generation Cost = \$ _____

III. Avoided Natural Gas Usage and Cost

a. Archer Pool – annual avoided energy usage = _____ MMBTU
Annual avoided energy cost \$ _____

b. Clements Pool – annual avoided energy usage = _____ MMBTU
Annual avoided energy cost \$ _____

c. El Pueblo Pool – annual avoided energy usage = _____ MMBTU
Annual avoided energy cost \$ _____

d. Ft Lowell Pool – annual avoided energy usage = _____ MMBTU
Annual avoided energy cost \$ _____

e. Udall Pool – annual avoided energy usage = _____ MMBTU
Annual avoided energy cost \$ _____

Total Annual Avoided Energy Usage = _____ MMBTU
Total Annual Avoided Energy Cost = \$ _____

IV. Construction and O&M Costs

Pool	Capital Cost	Annual O&M and Variable Costs
Archer	_____	_____
Clements	_____	_____
El Pueblo	_____	_____
Ft. Lowell	_____	_____
Udall	_____	_____

V. Residual Value How does the Offeror propose the residual value of the system will be determined in the event of an early termination of the contract?

VI. Performance Surety, if required \$ _____

VII. Optional Pricing Structures Offeror's are encouraged to submit additional pricing options, however, offerors must also submit pricing as stated above.

OFFER AND ACCEPTANCE FORM

TO THE CITY OF TUCSON:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

E-mail: _____

Printed Name

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, scope of work, amendments, the Contractor's Offer and any best and final offers, as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, or is otherwise directed to do so in writing by the undersigned.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____, 2005.

Awarded this _____ day of _____, 2005.

As Tucson City Attorney and not personally

Wayne A. Casper, C.P.M.
As Director of Procurement and not personally

ATTACHMENTS

**Appendices 1 through 5 provide site-specific information.
Appendix 6 provides Cooperative Purchase Agreements List**

City of Tucson swimming pools rotate closures (approximately one month in length) during the winter months, mid-November through January. During this time the aquastats are turned down to 64 degrees and the pools are kept covered in order to conserve heat and save money. Heating season begins October 1st and runs through the beginning to middle of May depending upon the type of spring we have.

Assumptions to be used by proposers in preparation of their RFP

Boiler efficiency – 75% for all pools

Natural Gas Cost \$8.61/million BTU (\$0.861/therm)

Electricity Cost - \$0.089/kWh (no demand component)

Assume Domestic Water Energy Usage – 2 million BTU per month

Appendix 1: Archer Neighborhood Center Pool

Pool Name: Archer

Address: 1665 S. LaCholla Blvd.

Pool Operation: Outdoor, Year round, no heating in June, July, Aug

Roof area for collectors: Around 3500 sq. ft.

Estimated total solar aperture area: Around 2000 sq. ft.

Displaced fuel: Natural Gas

Price of fuel: current SW Gas Tariff

Boiler efficiency: Around 75%, no heat recovery

Domestic hot water load: Showers, exact number unknown

Notes: 1) This facility has a covered basketball court that could add an additional 2000 sq. ft. of collector. However, piping to this area could be problematic as it is detached from the main building and the roof planes are in different levels.

2) Natural gas from this metered data is also used for a portion of the building heating.

Archer Pool				
Natural Gas also used for Building heating				
Annual Cost and Usage				
Fiscal Year	Tot. Use	Tot. Cost	\$/Therm	
02-03	22,425	\$ 18,017	\$0.8034	
03-04	19,465	\$ 16,574	\$0.8515	
SWG_ACCT_NO	Rate_Cd	Read_Dt	Usage_Qty	Bill_Amt
3610593011021	G25M	1/11/2002	6184	\$6,130.12
3610593011021	G25M	2/13/2002	6664	\$6,252.51
3610593011021	G25M	3/14/2002	4412	\$4,048.99
3610593011021	G25M	4/12/2002	3052	\$2,581.15
3610593011021	G25M	5/13/2002	1672	\$1,461.56
3610593011021	G25M	6/12/2002	443	\$461.67
3610593011021	G25M	7/12/2002	9	\$106.85
3610593011021	G25M	8/13/2002	0	\$99.23
3610593011021	G25M	9/12/2002	2	\$100.91
3610593011021	G25M	10/9/2002	666	\$641.63
3610593011021	G25M	11/8/2002	2340	\$1,912.04
3610593011021	G25M	12/12/2002	802	\$718.87
3610593011021	G25M	1/14/2003	5336	\$4,227.90
3610593011021	G25M	2/12/2003	3847	\$3,073.61
3610593011021	G25M	3/14/2003	4275	\$3,306.71
3610593011021	G25M	4/15/2003	3931	\$2,763.08
3610593011021	G25M	6/12/2003	12	\$108.21
3610593011021	G25M	6/14/2003	1205	\$957.77
3610593011021	G25M	7/14/2003	4	\$102.23
3610593011021	G25M	8/12/2003	0	\$99.97

3610593011021	G25M	9/11/2003	2	\$100.75
3610593011021	G25M	10/10/2003	49	\$135.14
3610593011021	G25M	11/10/2003	1556	\$1,299.29
3610593011021	G25M	1/14/2004	5050	\$4,030.58
3610593011021	G25M	2/12/2004	4934	\$4,038.98
3610593011021	G25M	3/16/2004	4037	\$3,356.38
3610593011021	G25M	4/12/2004	2239	\$1,932.72
3610593011021	G25M	5/13/2004	1462	\$1,327.64
3610593011021	G25M	6/11/2004	132	\$150.80
3610593011021	G25M	7/13/2004	46	\$137.92
3610593011021	G25M	8/11/2004	17	\$113.27
3610593011021	G25M	9/10/2004	14	\$110.65
3610593011021	G25M	10/8/2004	212	\$279.40
3610593011021	G25M	11/8/2004	2488	\$2,205.70

Appendix 2 : El Pueblo Neighborhood Center Pool

Pool Name: El Pueblo

Address: 101 W. Irvington

Pool Operation: Outdoor, Year round, no heating in June, July, Aug

Roof area for collectors: Around 3800 sq. ft.

Estimated total solar aperture area: Around 2300 sq. ft.

Displaced fuel: Natural Gas

Price of fuel: current SW Gas tariff

Boiler efficiency: Around 75%, no heat recovery

Domestic hot water load: 8 Showers, 2 100-gal gas water heaters

Notes:

El Pueblo Center 101 W Irvington Rd				
SWG				
Pool				
Annual Cost and Usage				
Fiscal Year	Tot. Use (therm)	Tot. Cost	\$/Therm	
FY 02/03	17,955	\$ 14,093	\$0.78	
FY 03/04	23,712	\$ 19,318	\$0.81	
Avg	25,554	\$17,414	\$0.68	
SWG_ACCT_NO	Rate_Cd	Read_Dt	Usage_Qty	Bill_Amt
361-3321303-001	G25M	7/16/2002	58	\$140.92
361-3321303-001	G25M	8/14/2002	57	\$140.10
361-3321303-001	G25M	9/13/2002	42	\$127.88
361-3321303-001	G25M	10/15/2002	439	\$438.45
361-3321303-001	G25M	11/13/2002	2028	\$1,603.57
361-3321303-001	G25M	12/13/2002	2433	\$1,899.93
361-3321303-001	G25M	1/16/2003	3226	\$2,492.67
361-3321303-001	G25M	2/13/2003	2095	\$1,650.24
361-3321303-001	G25M	3/18/2003	2802	\$2,114.29
361-3321303-001	G25M	4/16/2003	2085	\$1,452.45
361-3321303-001	G25M	5/15/2003	1862	\$1,369.39
361-3321303-001	G25M	6/17/2003	853	\$686.03
361-3321303-001	G25M	7/17/2003	33	\$118.48
361-3321303-001	G25M	8/14/2003	33	\$118.55
361-3321303-001	G25M	9/15/2003	32	\$117.94
361-3321303-001	G25M	10/14/2003	39	\$122.42
361-3321303-001	G25M	11/12/2003	752	\$652.48
361-3321303-001	G25M	12/16/2003	3366	\$2,597.42
361-3321303-001	G25M	1/15/2004	4553	\$3,505.90
361-3321303-001	G25M	2/17/2004	5638	\$4,409.74
361-3321303-001	G25M	3/17/2004	3959	\$3,162.34
361-3321303-001	G25M	4/14/2004	2792	\$2,291.03
361-3321303-001	G25M	5/14/2004	1605	\$1,390.77
361-3321303-001	G25M	6/15/2004	834	\$765.29
361-3321303-001	G25M	7/15/2004	109	\$184.10
361-3321303-001	G25M	8/14/2004	87	\$145.32
361-3321303-001	G25M	9/14/2004	53	\$138.66
361-3321303-001	G25M	10/13/2004	55	\$140.37

Appendix 3: Clements Neighborhood Center Pool

Pool Name: Clements

Address: 8155 E. Poinciana Dr.

Pool Operation: Outdoor, Year round, no heating in June, July, Aug

Roof area for collectors: Around 2800 sq. ft.

Estimated total solar aperture area: Around 1800 sq. ft.

Displaced fuel: Natural Gas

Price of fuel: current SW Gas Tariff

Boiler efficiency: Around 75%, no heat recovery

Domestic hot water load: 12 Showerheads, 2 90-gal gas water heaters

Notes:

Clements Pool				
Annual Cost and Usage				
Fiscal Year	Tot. Use	Tot. Cost	\$/Therm	
02-03	35,627	\$ 27,422	\$0.7697	
03-04	44,184	\$ 36,017	\$0.8152	
Avg	39,906	\$31,719	\$0.7949	
SWG_ACCT_NO	Rate_Cd	Read_Dt	Usage_Qty	Bill_Amt
3613457359002	G25M	8/8/2002	32	\$124.67
3613457359002	G25M	9/6/2002	22	\$117.04
3613457359002	G25M	10/7/2002	1096	\$980.28
3613457359002	G25M	11/5/2002	3415	\$2,708.29
3613457359002	G25M	12/9/2002	6085	\$4,738.22
3613457359002	G25M	1/8/2003	1367	\$1,142.54
3613457359002	G25M	2/7/2003	5625	\$4,387.47
3613457359002	G25M	3/11/2003	7110	\$5,359.71
3613457359002	G25M	4/10/2003	5486	\$3,766.10
3613457359002	G25M	5/8/2003	3695	\$2,694.90
3613457359002	G25M	6/6/2003	1657	\$1,277.11
3613457359002	G25M	7/10/2003	37	\$125.65
3613457359002	G25M	8/8/2003	24	\$116.63
3613457359002	G25M	9/8/2003	22	\$115.20
3613457359002	G25M	10/7/2003	375	\$368.87
3613457359002	G25M	11/5/2003	3724	\$2,934.11
3613457359002	G25M	12/9/2003	8297	\$6,434.13
3613457359002	G25M	1/9/2004	2721	\$2187.95
3613457359002	G25M	2/9/2004	8425	\$6,727.49
3613457359002	G25M	3/10/2004	8473	\$6,844.94
3613457359002	G25M	4/8/2004	5429	\$4,488.16
3613457359002	G25M	5/7/2004	4845	\$4,118.21
3613457359002	G25M	6/8/2004	1800	\$1,541.83
3613457359002	G25M	7/8/2004	49	\$139.68
3613457359002	G25M	8/7/2004	24	\$119.47
3613457359002	G25M	9/7/2004	18	\$114.21
3613457359002	G25M	10/6/2004	1186	\$1,092.85
3613457359002	G25M	11/3/2004	5904	\$5,028.39
January 9, 2004 bill edited for current month bill only – database had previous month plus penalty				

Appendix 4 : Udall Recreation Center Pool

Pool Name: Udall

Address: 7200 E. Tanque Verde

Pool Operation: Outdoor, Year round, no heating in June, July, Aug

Roof area for collectors: Limited on pitched roofs, perhaps around 2000 sq. ft.

Estimated total solar aperture area: Around 1600 sq. ft.

Displaced fuel: Natural Gas

Price of fuel: current SW Gas Tariff

Boiler efficiency: Around 75%, heat recovery on older boilers

Domestic hot water load: 16 Showerheads, 3 100-gal gas water heaters

Notes: Older facility. Very limited flat roof space for collectors. Limited pitched roof in proper orientation. Limited or no area for ground mounting collectors.

Udall Pool				
Annual Cost and Usage				
Fiscal Year	Tot. Use	Tot. Cost	\$/Therm	
02-03	17,476	\$ 14,331	\$0.8201	
03-04	15,682	\$ 14,390	\$0.9176	
Avg	16,579	\$14,361	\$0.8662	
SWG_ACCT_NO	Rate_Cd	Read_Dt	Usage_Qty	Bill_Amt
3610072488022	G25M	8/2/2002	108	\$187.49
3610072488022	G25M	9/3/2002	88	\$171.37
3610072488022	G25M	10/2/2002	85	\$168.82
3610072488022	G25M	10/30/2002	623	\$605.11
3610072488022	G25M	12/4/2002	2766	\$2,235.23
3610072488022	G25M	1/3/2003	3503	\$2,809.54
3610072488022	G25M	2/3/2003	2731	\$2,212.56
3610072488022	G25M	3/6/2003	2694	\$2,120.81
3610072488022	G25M	4/4/2003	1813	\$1,327.87
3610072488022	G25M	5/5/2003	1640	\$1,264.99
3610072488022	G25M	6/4/2003	987	\$810.30
3610072488022	G25M	7/3/2003	438	\$417.21
3610072488022	G25M	8/4/2003	96	\$168.12
3610072488022	G25M	9/3/2003	67	\$147.93
3610072488022	G25M	10/2/2003	82	\$158.80
3610072488022	G25M	10/30/2003	263	\$302.04
3610072488022	G25M	12/4/2003	2074	\$1,704.47
3610072488022	G25M	1/6/2004	4400	\$4,250.06
3610072488022	G25M	2/4/2004	2812	\$2,342.28
3610072488022	G25M	3/4/2004	2636	\$2,225.63
3610072488022	G25M	4/5/2004	1758	\$1,537.07
3610072488022	G25M	5/4/2004	1312	\$1,202.59
3610072488022	G25M	6/3/2004	83	\$168.27
3610072488022	G25M	7/1/2004	99	\$182.89
3610072488022	G25M	9/1/2004	89	\$174.60
3610072488022	G25M	10/30/2004	166	\$240.31
3610072488022	G25M	11/1/2004	1689	\$1,530.40

Appendix 5 : Ft Lowell Park Pool

Pool Name: Ft. Lowell

Address: 2900 N. Craycroft

Pool Operation: Outdoor, Year round, no heating in June, July, Aug

Roof area for collectors: Limited over open shower, around 4000 sq. ft., 8000 sq. ft as shading area

Estimated total solar aperture area: Around 1600 sq. ft. over open shower, 6500 sq. ft. as shading area.

Displaced fuel: Natural Gas

Price of fuel: current SW Gas Tariff

Boiler efficiency: Around 75%, heat recovery on older boilers

Domestic hot water load: 16 Shower heads, 3 100-gal gas water heaters

Notes: Older facility. Very limited flat roof space for collectors. Possible to mount collectors over open air locker/showers.

However, structural challenges due to wind loading could be expensive. An open area just to the east of the pool, now located beyond the pool boundary fence but part of the pool property, could be configured as a solar pool collector shading area. The problem with this is that there would be very long pipe runs to/from the mechanical room. However, we might consider introducing the heated water directly into the pool scupper on the east side. This is an unusual configuration, but worth exploring.

Ft Lowell Park Pool				
Annual Cost and Usage				
Fiscal Year	Tot. Use	Tot. Cost	\$/Therm	
02-03	39,484	\$ 30,658	\$0.7765	
03-04	40,133	\$ 32,232	\$0.8031	
Avg	39,809	\$31,445	\$0.7899	
SWG_ACCT_NO	Rate_Cd	Read_Dt	Usage_Qty	Bill_Amt
3611589183021	G25M	7/29/2002	0	\$97.18
3611589183021	G25M	8/27/2002	0	\$97.18
3611589183021	G25M	9/26/2002	0	\$97.18
3611589183021	G25M	10/24/2002	3641	\$2,997.04
3611589183021	G25M	11/26/2002	4439	\$3,454.79
3611589183021	G25M	12/30/2002	5939	\$4,598.85
3611589183021	G25M	1/29/2003	6453	\$4,988.40
3611589183021	G25M	2/28/2003	7314	\$5,640.57
3611589183021	G25M	3/31/2003	6823	\$5,119.03
3611589183021	G25M	4/29/2003	3989	\$2,751.83
3611589183021	G25M	5/29/2003	886	\$718.18
3611589183021	G25M	6/27/2003	0	\$97.43
3611589183021	G25M	7/29/2003	0	\$97.43
3611589183021	G25M	8/27/2003	0	\$97.43
3611589183021	G25M	9/25/2003	0	\$97.43
3611589183021	G25M	10/27/2003	2037	\$1,555.46
3611589183021	G25M	12/31/2003	7785	6048.32
3611589183021	G25M	11/26/2003	3911	3056.24
3611589183021	G25M	1/29/2004	7475	5817.07
3611589183021	G25M	3/1/2004	9176	7270.49
3611589183021	G25M	3/30/2004	4584	3728.31
3611589183021	G25M	4/28/2004	4250	3511.23
3611589183021	G25M	5/27/2004	915	854.81
3611589183021	G25M	6/25/2004	0	97.43
3611589183021	G25M	7/28/2004	0	97.32
3611589183021	G25M	8/26/2004	0	97.32
3611589183021	G25M	9/27/2004	0	\$97.32
3611589183021	G25M	10/25/2004	3308	\$2,855.24

Appendix 6

“PROCUREMENT UNITS” ENTERED INTO COOPERATIVE PURCHASE AGREEMENTS WITH THE CITY OF TUCSON

State of Arizona
Arizona Department of Administration
Arizona Supreme Court - Administrative Office of the Courts
Arizona Supreme Court - SCB Associates (AllianceOne Company)
City of Bullhead City
Casa Grande Elementary School District #4
County of Cochise
Coconino County
Coolidge Unified School District #21
Douglas Unified School District #27
Indian Oasis-Baboquivari U.S.D. #40
Lake Havasu City, Department of Public Works
Maricopa County
Mohave County
Nogales Unified School District No. One
Northwest Fire District
Town of Oro Valley
Papago Tribal Utility Authority
Pima Community College
Pima County Government
Sahuarita Unified School District
Saint David Unified School District
Santa Cruz County
City of Scottsdale
City of Sierra Vista
City of South Tucson
Sunnyside Unified School District
Administrative Office of the Courts (Supreme Court)
Tanque Verde Unified School District
Town of Thatcher
Tucson Airport Authority
Tucson Medical Center
Tucson Unified School District
University of Arizona (ABOR)
Vail School District
Valley Union High School #22
Yuma School District #1