

# IBTS Contract Documentation

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## On Call Plan Review Services

**City of Tucson, AZ**

**Contract Number: 222849-03**

January 1, 2023 to December 31, 2023

Option to renew for two (2) additional two-year periods through December 31, 2025

# **Contract #222849-03**

## **On Call Plan Review Services**

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# **1. Letter of Concurrence**



**Maritza Felix**  
Senior Contract Officer  
(520) 837-4107  
Maritza.Felix@tucsonaz.gov

September 29, 2022

sent via email this day [cfennell@ibts.org](mailto:cfennell@ibts.org)

Christopher J. Fennell  
Institute of Building Technology and Safety (IBTS)  
45207 Research Place  
Ashburn, Virginia 20147

**Subject: RFQ No. 222849- On Call Plan Review Services  
Request for Concurrence on Negotiated Rates**

Mr. Fennell,

This letter serves as a request for concurrence that the attached fee schedule is agreed upon for the subject solicitation and resulting contract. Specifically, you are asked to provide written confirmation by signing the concurrence line below.

a. Exhibit A- Fee Schedule (1 page)


Please submit a written response providing your firm's concurrence at your earliest convenience via email to me at [Maritza.Felix@tucsonaz.gov](mailto:Maritza.Felix@tucsonaz.gov). If you should have any questions, please call me at (520) 837-4107.

**CITY OF TUCSON:**

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

Maritza Felix  
Printed Name

**IBTS:**

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

Chris Fennell , Chief Development Officer  
Printed Name

c File 222849

## **2. Fee Summary**

### **3. IBTS's response to Intent to Negotiate**

**[EXTERNAL] RFQ# 222849- On Call Plan Review Services- ITN**

Chris Miller <CMiller@ibts.org>

Fri 9/9/2022 11:50 AM

To: Maritza Felix <Maritza.Felix@tucsonaz.gov>

Cc: Chris Fennell <CFennell@ibts.org>; Paul Hancher <PHancher@ibts.org>; Jennifer Dessert <JDessert@ibts.org>; Curt Skoog <CSkoog@ibts.org>

Ms. Felix:

Please find attached our completed form for the above referenced RFQ. Please feel free to contact me if you have any questions.

Sincerely,  
Chris



**Chris Miller, AICP** | Director, Municipal Services

O: 703.481.2000 x128 | C: 678.576.7352

45207 Research Place, Ashburn, VA 20147

[www.ibts.org](http://www.ibts.org)



## **4. City of Tucson's Request for Intent to Negotiate**



Christopher J. Fennell  
Institute of Building Technology and Safety (IBTS)  
45207 Research Place  
Ashburn, VA. 20147  
[cfennell@ibts.org](mailto:cfennell@ibts.org)

**SUBJECT: Intent to Negotiate RFQ NO. 222849  
On Call Plan Review Services**

Dear Mr. Fennell:

Congratulations! Your firm has been selected as the top-scoring firm to provide **On Call Plan Review Services**. Therefore, the City is pleased to invite your firm to enter into negotiations for the subject contract. All terms and conditions in the solicitation will become the terms and conditions of the contract.

Please submit proposed hourly rates for your firm and all sub-consultants via email to [Maritza.Felix@tucsonaz.gov](mailto:Maritza.Felix@tucsonaz.gov) by **September 9, 2022**.

In order to help the City effectively categorize and monitor consultant rates, fee summaries shall be completed using only those Discipline Categories listed on the enclosed sheets. We have also listed common titles that would fall into a particular discipline to help you complete the summary.

All proposed overhead percentages must be substantiated by an audit statement prepared in accordance with the Federal Acquisition Regulations Part 31, or an approved overhead rate from the Arizona Department of Transportation. Should your firm or any subcontractors not have the required audits, you may submit a financial statement with the required components of overhead for the City's review.

Please feel free to contact me if you have any questions, my email address is [Maritza.Felix@tucsonaz.gov](mailto:Maritza.Felix@tucsonaz.gov)

Sincerely,

Maritza Felix  
Senior Contract Officer

c. File

## ***FEE ESTIMATE SUMMARY***

PROJECT: **On Call Plan Review Services**

DATE \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

CONTRACT NUMBER **222849**

EFFECTIVE DATE: \_\_\_\_\_

PRIME CONTRACTOR \_\_\_\_\_

CONTRACT TIME: \_\_\_\_\_

CONTRACT TYPE \_\_\_\_\_

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead _____ %	Profit _____ %	Billing Rate
1						
2						
3						
4						

### **Formulas**

(A) Direct Labor Rate

(B) Overhead @ \_\_\_\_\_ % X (A)

(C) Profit @ \_\_\_\_\_ % X (A + B)

(D) Billing Rate (A+B+C)

**Use only the discipline categories listed here when completing the fee summaries for prime and subconsultants.**

<b>Discipline Category</b>	<b>Common Titles</b>
<b>Principal</b>	Principal Architect, Principal Engineer, President, Vice President, Managing Principal, Principal In Charge, Specialized Consultant
<b>Project Manager</b>	Project Principal, Principal Project Manager, Project Manager, Senior Project Manager, Project Director, Sr. Project Director, Project Administrator, Account Manager, Office Manager
<b>Senior A/E</b>	Project Architect, Project Engineer, Sr. Project Engineer/Architect, Sr. Engineer/Architect, Project Landscape Architect
<b>A/E</b>	Architect, Engineer, Engineering Consultant, Staff Engineer, Registered Land Surveyor, Landscape Architect, Field Engineer
<b>Designer</b>	Senior Designer, Engineering Designer, Design Engineer, Landscape Designer, Design Tech
<b>CADD</b>	CADD Designer, CADD Technician, CAD Operator, AutoCAD, Drafter, Senior Drafter, Junior Drafter, Draftsperson, Drafting Technician
<b>Prof Level IV</b>	Principal Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Principal Planner, Principal Scientist
<b>Prof Level III</b>	Senior Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Survey Manager, Survey Chief, Environmental Specialist, Estimator, Senior Planner, Accountant II
<b>Prof Level II</b>	Scientist I (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Planner, Survey Supervisor, Field Supervisor, Inspector, GPS, GIS, Engineering Aide, Accountant I, Project Coordinator
<b>Prof Level I</b>	Field Tech, Field Staff, Lab Tech, Intern, Project Assistant
<b>Clerical/Admin</b>	Clerical Staff, Word Processor, Administrator, Administrative Assistant, Support Staff
<b>Survey Crew- 3 Man</b>	
<b>Survey Crew- 2 Man</b>	

## **5. IBTS's Response to RFQ# 222849**



Institute for Building Technology and Safety  
45207 Research Place | Ashburn, VA 20147



## Statement of Qualifications in Response to City of Tucson Request for Qualifications 222849

### On Call Plan Review Services

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Due: May 23, 2022

Institute for Building Technology  
and Safety (IBTS)



#### Point of Contact:

Christopher J. Fennell  
Chief Development Officer  
703.851.4187  
[cfennell@ibts.org](mailto:cfennell@ibts.org)

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## 1. Experience and Qualifications of Team

The City of Tucson is seeking firms with qualifications, credentials, and experience to provide on call plan review services in the form of a multi-disciplinary team to meet the needs of its applicants and owners.

**IBTS Plan Review Services.** Headquartered in Ashburn, Virginia, with offices in eleven locations, and serving all states, the Institute for Building Technology and Safety (IBTS) conducts over 5,000 plan reviews per year. The Commonwealth of Virginia Department of General Services (DGS) and the Metropolitan Washington Airports Authority called on IBTS to provide inspections and safety oversight during the \$6.8 billion, 10-year-long Silver Line Extension of the Washington D.C. Metrorail. IBTS is the Building Code Authority Having Jurisdiction for the Virginia Commonwealth University Health System (VCU Health System) and is performing all building department services for about 2 million square feet of hospital and support space across multiple buildings in and around Richmond, Virginia. The Maryland Stadium Authority (MSA) selected IBTS to review plans and carry out code inspections for the design and construction of 28 Baltimore City public schools being built or substantially renovated under its 21<sup>st</sup> Century Schools Programs.

For more than 20 years, IBTS has provided Building Department Services including Permitting, Plan Review, and Inspection, among other services, to more than 50 jurisdictions across the country, and our Project Manager has experience working in Maricopa County, Mesa, and Scottsdale.

We provide on call plan review services for each of these communities, working in partnership with the City's Plan Review Division in times when project requirements exceed in-house qualifications or capabilities. We will work seamlessly to perform third-party code compliance, decreasing turnaround times, maintaining a high level of customer service, and upholding the safety of residents and the community while also working to improve quality of life for all Tucson citizens.

**Building Department Accreditation.** IBTS has been accredited as a building department third-party plan review and inspection service provider by multiple jurisdictions across the U.S. for more than 20 years.

**Professional Registration and Licensing.** All key personnel are licensed engineers or architects, and certified by the ICC as Master Code Professionals, Certified Building Officials, Combination Commercial & Residential Plans Examiners, and Inspectors, among other certifications.

IBTS will draw on our depth of experience and technical expertise to provide the plan review and inspection services the City of Tucson seeks.

### A. Experience and Qualifications of Team IBTS

Arizona-based Project Director, David Groves, PE, will lead provision of all the services the City is seeking. He will be supported by Plan Review Manager, David Wei Lu, RA, EIT, MCP, CBO. Mr. Lu and Mr. Groves have worked together for more than six years on many similar projects, including multi-million-dollar development projects to support FEMA, the Maryland Stadium Authority, the Washington Metropolitan Airports Authority, Washington DC's Department of Community and Regulatory Affairs, the World Bank, among others.

#### *Experience and Qualifications of Team Members*

**David Groves, PE, Project Director/Plan Reviewer.** Mr. Groves has 23 years of professional experience, including 16 years as an Inspector, Plans Examiner, and Senior Fire Plans Examiner for Mesa, Scottsdale, and Maricopa County. He is an Arizona-licensed Architectural Engineer and Fire Protection Engineer. He is an ICC Certified Building Official, Master Code Professional, and Combination Commercial and Residential Inspector and Plans Examiner. He is an expert in municipal plan submittal, review, and approval processes. He is an Owner's Quality Control Representative for large-scale



commercial/industrial construction projects. Mr. Groves uses his extensive knowledge of International Codes and National Fire Protection Association standards while designing and reviewing building, fire, and life safety plans and systems.

**David Wei Lu, RA, CBO, MCP, Plan Review Manager.** Mr. Lu is a Licensed Architect, with a master's degree in Structural Engineering and an Engineer in Training (EIT) certification. He is an ICC Certified Building Official, Master Code Professional, and Combination Commercial and Residential Inspector and Plans Examiner. He has 20 years of professional experience in building and infrastructure construction with extensive knowledge of both residential and commercial architectural and structural design, including 16 years managing Plan Review for IBTS. He led building code compliance review for numerous multibuilding, multimillion square foot mixed-use development and other projects across numerous jurisdictions, including 50 military installations across the United States.

For this project, Mr. Lu will receive and assess all plan review requests, and personally conduct or assign reviews to one or more of ten registered professional review engineers, based on scope, discipline, and availability. Mr. Lu will prioritize and schedule all reviews and oversee and perform a quality check on all reviews before returning review comments or recommendations to approve to the City of Tucson staff or contractor, as applicable. He will review plan revisions, requests for information, engineering judgements and similar, as requested. Plan Check Engineers will report directly to Mr. Lu; Mr. Lu will report directly to David Groves.

Staff with their corresponding licenses, registrations, and certifications are provided in the following table.

**Table 1. Project Team Professional Registration/Discipline and ICC Certifications**

Name/Project Title	Professional Licenses/Registration	Discipline	ICC Certifications*
<b>David Groves</b> Project Director Plan Reviewer	PE	Fire/Life Safety	<ul style="list-style-type: none"> <li>• Certified Building Official</li> <li>• Master Code Professional</li> <li>• Combination Plans Examiner and Inspector</li> <li>• Fire Plans Examiner</li> </ul>
<b>David Wei Lu</b> Plan Review Manager Plan Reviewer	RA, EIT	All	<ul style="list-style-type: none"> <li>• Certified Building Official</li> <li>• Master Code Professional</li> <li>• Combination Plans Examiner and Inspector</li> </ul>
<b>Douglas Applegate</b> Plan Reviewer	PE	Fire/Life Safety	<ul style="list-style-type: none"> <li>• Building Plans Examiner</li> <li>• Fire Plans Examiner</li> </ul>
<b>Art Genasci, MCP, CFM, CBO, CQA</b> Plan Reviewer		Building/Electrical/Fire/Housing/Mechanical/Plumbing/Structural	<ul style="list-style-type: none"> <li>• Certified Building Official</li> <li>• Certified Fire Code Official</li> <li>• Master Code Professional</li> <li>• ASFPM Certified Floodplain Manager</li> <li>• ASQ Certified Quality Auditor</li> </ul>
<b>Mustafa Ghaith</b> Plan Reviewer		Mechanical/Plumbing	<ul style="list-style-type: none"> <li>• Mechanical Plans Examiner</li> <li>• Plumbing Plans Examiner</li> <li>• Energy Plans Examiner</li> <li>• Green Plans Examiner</li> </ul>

<b>Tong Li</b> Plan Reviewer	PE, SE	Structural	<ul style="list-style-type: none"> <li>• Certified Accessibility Inspector</li> <li>• Building Plans Examiner</li> <li>• Commercial Energy Plans Examiner</li> </ul>
<b>Wisam Rabeea</b> Plan Reviewer	PE	Mechanical/ Plumbing	<ul style="list-style-type: none"> <li>• Mechanical Plans Examiner</li> <li>• Plumbing Plans Examiner</li> </ul>
<b>Aashish Shahani</b> Plan Reviewer	PE	Electrical	<ul style="list-style-type: none"> <li>• Electrical Plans Examiner</li> <li>• Commercial Energy Inspector/Plans Examiner</li> <li>• Residential Energy Inspector/Plans Examiner</li> </ul>
<b>Fuen Soh</b> Plan Reviewer	PE	Structural	<ul style="list-style-type: none"> <li>• Commercial Energy Plans Examiner</li> <li>• IgCC Commercial Inspector/Plans Examiner</li> <li>• Residential Energy Inspector/Plans Examiner</li> <li>• Residential Plans Examiner</li> </ul>
<b>Steve Wilson</b> Plan Reviewer	PE	Electrical	<ul style="list-style-type: none"> <li>• Electrical Plans Examiner</li> </ul>
<b>Jim Ferguson</b> Plan Reviewer	PE	Site	<ul style="list-style-type: none"> <li>• Floodplain Manager</li> <li>• Stormwater Inspector</li> <li>• NHI Certified Bridge Inspector</li> <li>• D.WRE (American Academy of Water Resources Engineers)</li> </ul>

\*Certified Building Official, Certified Fire Code Official, Master Code Professional, and Combination Plans Examiner/Inspector designations represent numerous individual certifications including individual discipline plan review certifications.

**Subconsultants.** For this project, IBTS will use four long-time subconsultants: Art Genasci, MCP, CFM, CBO, CQA; Tong Li, PE, SE; Aashish Shahani, PE; and Steve Wilson, PE.

**Additional Relatable Services Including Field Inspections.** IBTS understands that we may be required to provide the City with additional relatable services, such as field inspections, on an as-needed basis.

If field inspections are required by the City, Michael Maenner will be the Inspections Manager. He has 30+ years of professional experience, including building inspector and plan reviewer and 13 ICC certifications. He will assign and coordinate inspections with his team of inspectors and report on the inspections. He will review plan revisions, requests for information, engineering judgements and similar, and either issue judgements on compliance, or coordinate with David Groves to further review and to ensure compliance with applicable codes and standards and engineering practice. Inspectors will report directly to Mr. Maenner; and he will report directly to David Groves.

Resumes are provided for David Groves and David Wei Lu in **Appendix A**. Other resumes are available upon request.

***Team Experience on Similar Projects/Extent of Team Involvement Including Time Commitment***

Table 2 on the following page depicts the plan review team's involvement on similar projects.

**Table 2. Project Team Extent of Involvement on Similar Plan Review Projects**

	Project 1: Baltimore, MD, City Public Schools Construction Program	Project 2: City of Central, LA	Project 3: Dulles Corridor Metrorail Silver Line Extension
Team Member	<i>Discipline % of time contributed</i>	<i>Discipline % of time contributed</i>	<i>Discipline % of time contributed</i>
David Groves, PE, CBO, MCP	Fire/Life Safety 10%		Fire/Life Safety 10%
David Wei Lu, RA, EIT, CBO, MCP	All 10%		All 10%
Douglas Applegate, PE	Fire/Life Safety 10%		Fire/Life Safety 10%
Art Genasci, MCP, CFM, CBO, CQA	Building/Electrical/Fire/Hou sing/Mechanical/Plumbing/ Structural 10%		Building/Electrical/Fire/Hou sing/Mechanical/Plumbing/ Structural 10%
Mustafa Ghaith	Mechanical/ Plumbing 10%		Mechanical/ Plumbing 10%
Tong Li, PE, SE	Structural 10%		Structural 10%
Wisam Rabeea, PE	Mechanical/ Plumbing 10%		Mechanical/ Plumbing 10%
Aashish Shahani, PE	Electrical 10%		Electrical 10%
Fuen Soh, PE	Structural 10%		Structural 10%
Steve Wilson, PE	Electrical 10%		Electrical 10%
Jim Ferguson, PE		Site 25%	

***Other Applicable Details, Licenses, Information Relating to Work That Can Be Performed Outside of Arizona***

IBTS personnel are certified by the ICC as Certified Building Officials, Master Code Professionals, Combination Commercial and Residential Inspectors and Plans Examiners, among others. Project Director David Groves is a licensed Architectural Engineer and a licensed Fire Protection Engineer in Arizona. David Wei Lu is a Registered Architect. Mr. Lu and Mr. Jim Ferguson, site plan reviewer, have applied for reciprocity with the State of Arizona, which may take 60 days to receive.

- ***Evidence of Responsible Principal and Primary Staff “Hands On” Experience in Site Design, Engineering, Hydrology, and Structural Design and Code Review of the Following Disciplines: Planning, Floodplain, Technical Building Codes, Accessibility Guidelines and Development Standards***

IBTS' site development plan review team performs zoning & planning, E&S control, stormwater management, roadway design, dry and wet onsite utility design reviews for multiple jurisdictions in 2<sup>nd</sup> party and 3<sup>rd</sup> party plan review programs. Our primary site development plan reviewers have combined experience of more than 50 years of design and plan review experiences. We also provide building department services for various jurisdictions throughout the nation for architectural, accessibility, structural, mechanical, plumbing, electrical, fire, and energy & green plan reviews. The combined design and plan review experiences of our primary plan reviewers for building department services are more than 200 years. Several of our site and building plan reviewers served in the public sectors in leadership positions before joining IBTS. Most of IBTS' building plan reviewers were licensed design professionals prior to entering the field of building code enforcement.

IBTS brings decades of "hands on" experience. In the areas in site design engineering and hydrology (including drainage and floodplain), our staff brings the practical knowledge of design and construction. This knowledge along with Diplomate, Water Resources Engineer (D.WRE) Certification, the highest level of advanced post-license certification offered in the water resources engineering profession for professional engineers and an accredited certification program by the Council of Engineering & Scientific Specialty Boards, allows IBTS to analyze and evaluate site plans at the highest level of competency.

- ***Demonstration of specific Experience and Qualifications in Electrical, Plumbing and Mechanical Review***

Our mechanical, electrical, and plumbing (MEP) reviewers have performed MEP reviews on a wide-range of construction from single-family homes to large commercial, institutional, and industrial facilities including multiple new high-rise hospitals in the cities of Richmond and Winchester, VA; eight data centers and supporting facilities in Fairfax County, VA, for Amazon; \$125 million-dollar pharmaceutical production facilities in City of Petersburg for Phlow Corporation; two high-rise offices, two high-rise apartments, and two high-rise condominium buildings with 3-level underground parking garage to replace the old DC Convention Center for a joint venture between the District of Columbia and Hines Corporation, just to name a few.

## **B. Response to the National or Regional Program**

IBTS is including a detailed response to Attachment I, Exhibit A, OMNIA Partners Response for the National Cooperative contract. Our response highlights our experience, demonstrates our strong national presence, and describes how we will educate our staff and sales force about the contract. We describe how our services will be distributed nationwide, include a plan for marketing the service nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

**The OMNIA Partners response is at Appendix B.**

### ***b. Exhibit B, OMNIA Partners Administration Agreement***

IBTS understands that upon award to participate in the cooperative program, we will be required to sign Attachment I, Exhibit B, OMNIA Partners Administration Agreement. IBTS has reviewed this agreement and does not take any exceptions to it.

### ***c. Any Additional Sample Agreements***

IBTS does not have any additional sample agreements that a Participating Public Agency may be required to sign at this time.



**d. Distribution (Nationwide or Regionally)**

IBTS is proposing a national program. IBTS provides services throughout the United States. We have eleven offices in the following locations: Ashburn (Headquarters) and Richmond, VA; Albany and Hudson Valley, NY; Bossier City and City of Central, LA; Kansas City, MO; Omaha, NE; Oklahoma City, OK; Washington, DC; and San Juan, Puerto Rico.

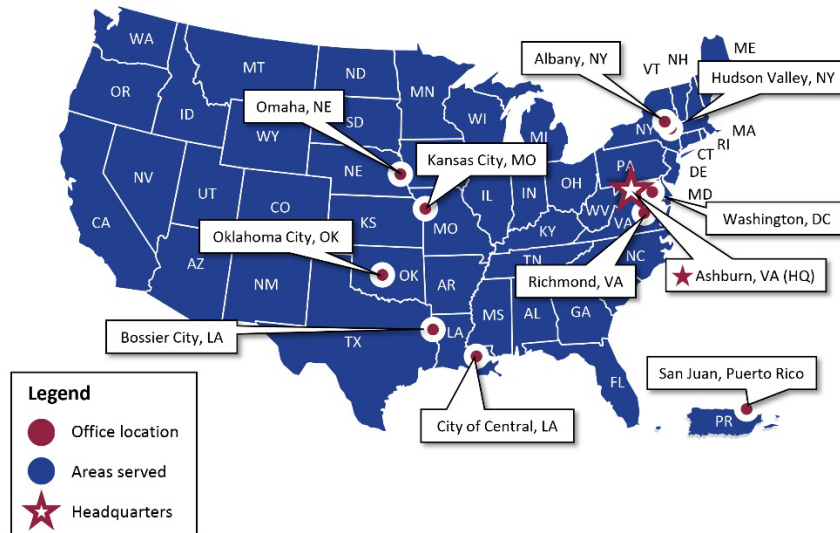


Figure 1: IBTS' National Coverage. IBTS is currently serving all 50 states and the U.S. territories.

## 2. Services and Qualifications of Firm

### A. Qualifications and Why IBTS is especially well qualified to perform the required services

As stated in *Standard One* below, all IBTS plan reviewers and inspectors are licensed professional architects or engineers and/or ICC certified professionals.

***Internal policies and procedures that will be used to assure a quality product and completion of the project on schedule and within budget.***

**Professional Reputation, Integrity, and Competence.** IBTS has three tiers of performance standards.

*Standard One:* All our plan reviewers and inspectors are licensed professional architects or engineers and/or ICC certified professionals. IBTS is a building code training provider certified by AIA, IACET, and ICC. We provide more than 40 hours of continuing education per year in Health, Safety, and Public Welfare-related technical trainings to our plan review and inspection staff in addition to soft-skill trainings.

*Standard Two:* IBTS has developed and uses a rigorous plan review and inspection procedures manual over the years with detailed performance standards tailored to each project.

*Standard Three:* IBTS plan review and inspection managers are committed to problem solving and undivided focus on delivering value to the project and an excellent customer experience.

Throughout our decades-long history, we have continuously upheld these standards, earning us a reputation as a firm of high integrity and competence. Increasingly, communities around the country

seek out IBTS, entrusting us to ensure the safety of residents and the community through our quality, high performance services. We hope to have the opportunity to serve the City of Tucson.

### **IBTS' Process for Reviewing Plans**

IBTS will complete plan reviews in accordance with requirements of Tucson adopted codes and standards, and in accordance with our general approach.

Our organizational chart identifies our team of reviewers, all Registered Design Professionals led by David Wei Lu, who will review building plans from Schematic Design through Design Development drawings to "permit-ready" Construction Document submission and recommendation to Tucson to approve compliant plans. IBTS will complete plan reviews no later than five working days for residential projects and ten working days for most commercial projects with negotiated turnaround for large, complex projects. For reviews that may require accelerated timeline, IBTS will communicate with appropriate parties to ensure timely project turnaround.

Our structural engineers and fire protection engineers will review deferred submittals to ensure that specified products and systems meet applicable requirements of the building code, its referenced standards, and acceptable engineering practice for construction as applicable.

### **IBTS' Process for Performing Field Inspections and Associated Reporting Efforts**

Detailed, thorough inspections through all stages of construction ensure that compliance issues are resolved from the very beginning, preventing time-consuming and costly reworking further along in the building phase. IBTS will perform Internal 2<sup>nd</sup> Party Inspections services remotely except where on-site inspections are required by the City. IBTS will provide the following:

**Preconstruction Coordination** – IBTS will ensure that all parties are "on the same page" with regard to construction inspections. This starts with having, using, and maintaining, a detailed Plan Review and Inspection Procedure Manual. IBTS will prepare this manual in consultation with the City of Tucson and its stakeholders.

**On-Time Every Time** – IBTS will continue to provide on-demand inspections to ensure that construction is not delayed. Inspections Manager Mr. Maenner, Building Official, recognizes that schedules may need to be adjusted to accommodate delivery schedules, project progress, weather impacts, and many others. Through delivery of hundreds of inspection requests, IBTS has always met requested or negotiated inspection dates. IBTS is currently right-staffed to accommodate completion of current projects, while also inspecting to ensure safe, compliant and timely completion of the City's construction projects at the same time, and will continue to provide on-time inspections every time.

**Guaranteed Inspections** – The City of Tucson will receive inspections within 48 hours (2 business days) of an inspection request. Recognizing however that construction schedules are at times difficult to maintain, IBTS has and will continue to accommodate inspection requests with a 24-hour notice to the extent practicable. IBTS has redundant inspection resources for each aspect of

#### **IBTS Provides Added Capacity to Meet City's Needs**

IBTS provided multiple senior inspectors to perform final inspections on multiple Baltimore City Schools being completed and prepared for occupancy at the start of a school year. IBTS helped develop and work through punch list items and recognized the difference between code compliance and other items that, while important to address, would not delay the opening and safe occupancy of the schools. IBTS will take a similar approach to ensure on-time completion of all buildings and facilities for the City of Tucson.



construction and is currently staffed to deliver timely inspections across multiple projects concurrently in construction at any given time. Virtual inspections will be provided as requested with advance notice to be able to meet the City's needs.

**Heads-Up Observations** – IBTS inspectors go beyond inspecting, and provide observations and guidance to allow contractors to change course earlier in the construction process, to avoid inspection failures later. IBTS does this with each of our inspection projects and will earn the trust and respect of job-site superintendents and project managers.

**Actionable Reporting** – The City will receive real-time written reports of inspection findings provided to all applicable parties, supplemented by a comprehensive tracking log of all reports provided monthly.

IBTS is also pioneering the use of technology to improve inspection accountability. Specifically, IBTS has developed a series of SOPs for internet-aided inspections. These inspections are managed remotely using software associated with Microsoft Teams. Using this and other technologies, the local inspection can be viewed in real time by IBTS' ICC-certified inspector. Data collected during the inspection such as photographs at the rough-in stage or videos of the entire inspection are saved in the cloud and become part of the permit database. IBTS is currently providing these inspections in multiple states including Nebraska, Oklahoma and Kansas.

- ***Qualifications of any critical subconsultants or subcontractors***

IBTS will use four long-time subconsultants: Art Genasci, MCP, CFM, CBO, CQA; Tong Li, PE, SE; Aashish Shahani, PE; and Steve Wilson, PE, to provide plan review services for the City.

***List any specific qualifications in supplying the specified services, including professional registration numbers and the ICC and AICP certificate numbers***

Subconsultants' professional licenses/registration and ICC/DHCD Certifications were included in Table 1.

- Chris Miller, AICP (registration # 012370)
- Woodrow Muhammad, AICP (registration # 171862)
- Jennifer Reinhardt, AICP (registration #372314)
- Hillary Seybold, AICP (registration # 343449)
- Jim Ferguson, PE and Certified Floodplain Manager (CFM) (No. US-09-04257NHI); Certified Storm Water Inspector (C.S.I) (No. 8559); Arizona PE license: pending

## **B. Description of All the Services IBTS can provide**

IBTS is qualified and experienced in providing all the services the City of Tucson identified in its Request for Qualifications:

- 1) **Internal 2<sup>nd</sup> Party Plan Review.** During these reviews, IBTS will supplement Planning and Development Services Department (PDSD) review staff to meet plan check and processing requirements. IBTS will be responsible for processing and/or reviewing plans for compliance with building and development regulations as adopted by the City of Tucson to include any combination of Building, Plumbing, Mechanical, Electrical Codes, Energy, Accessibility, Civil Engineering, Zoning, and Fire reviews. IBTS will perform these services remotely except where customer service assistance is needed to support front counter operations.
- 2) **Internal 2<sup>nd</sup> Party Inspection.** For these inspections, IBTS will supplement PSDS inspection staff to meet field inspection requirements. IBTS will be responsible for inspecting projects for compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical Codes, Energy, and



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Accessibility inspections, Civil Engineering, Zoning, and Fire reviews. IBTS will perform these services remotely except where on-site inspections are required based on inspection type or at the discretion of the City.

- 3) Fixed-Rate Inspection. Under a fixed-rate inspection, IBTS will perform remote video inspections for the City of Tucson. IBTS will be responsible for verifying compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical, Energy, and Accessibility inspections. The scope of these inspections will be limited in complexity such that a comprehensive inspection can be completed in 30 minutes or less. Examples of fixed-rate inspections include residential rooftop solar, water heater installation, residential heating and cooling equipment, and minor utility repairs. IBTS will use its own equipment, including computers, monitors, and software to perform the inspections through remote video means in a manner acceptable to the City. IBTS will coordinate transfer of information, including approved construction documents, inspection results, inspection reports, and utility clearances with the City. IBTS understands that the quantity of fixed-rate inspections assigned each day will be agreed upon by the City and IBTS in advance, and will be no fewer than 10 remote video inspections per day.

- 4) Bundled 2<sup>nd</sup> Party Plan Review (all 4 categories). The City will notify IBTS and arrange for electronic transfer of construction documents and supporting materials to IBTS. These bundled 2<sup>nd</sup> Party Plan Reviews will be identified in four categories: 1) All Building codes review – includes Building, Plumbing, Mechanical, Electrical, Energy, and Accessibility; 2) Building and Fire; 3) Building and Site – includes Civil Engineering and Zoning; and 4) Building, Site, and Fire.

IBTS will complete the plan review no later than five working days for residential and ten working days for commercial plans with valuations up to \$2 million from the date of notification; and complete review for plans having a valuation over \$2 million no later than 20 working days from the date of notification or as negotiated prior to issuance of the notice to proceed.

- 5) External 3<sup>rd</sup> Party Plan Review. IBTS understands that any permit applicant, pending PDSO approval, may be allowed to use IBTS' services under an external or 3<sup>rd</sup> party plan review. IBTS will contract independently with the applicant and the review fee will be negotiated between the review agency and the client (not PDSO).

**Additional Services IBTS Would Like to Provide for the City of Tucson, should the City have the need for them:**

- 6) Assessments. IBTS has extensive experience with the National Green Building Standard (NGBS). IBTS' Branch Manager Larry Walters, CBO, CFM, NGBS Verifier, has certified 720 units of various NGBS levels for Bronze and Silver certification for Low Income Tax Credit multifamily projects in various cities in Louisiana and in Mississippi. Mr. Walters checks the project and performs a rough and final inspection to ensure that all of the NGBS practices have been met. IBTS submits reports to the Home Innovation Research Lab for the certification once all of the inspections are completed.

The National Green Building Standard® (NGBS) is an ANSI-approved, third-party certified, residential building standard that provides a flexible and affordable way to verify green construction practices in your single-family, multifamily, remodeling and land development projects.

- 7) Planning. IBTS' nationwide team of AICP certified planners, National Charrette Institute certified facilitator experts can support virtually every element of your planning process, from long-range



comprehensive planning to zoning code updates to tailor-made development regulations. Our Planning and Economic Development team at IBTS leverages decades of expertise to support communities with the following needs, and more:

- Specific Project Support
  - Comprehensive Land Use Plans
  - Unified Development Ordinances
  - Adaptive Reuse Studies
  - Placemaking Studies
  - Housing and Retail Studies and Strategies
  - Affordable Housing Plans
  - Downtown Economic Development Strategies
  - Corridor Studies
  - Transportation Planning
  - Charrette Facilitation and Management
  - Parks and Greenway Master Plans
- Ongoing Support
  - Full-time planning and economic development staff to municipal governments, council of governments, and economic development organizations to provide onsite technical support
  - On-call planning and zoning consulting services
  - Project management
  - Administration of special districts, such as downtown development authorities and business improvement districts

8) Zoning and Regulatory Compliance. IBTS offers a highly qualified workforce who are well-versed in the laws and regulations for the jurisdictions in which they work and have broad capabilities to support Building Department needs. IBTS provides on-demand surge and just-in-time building code professionals, including site plans examiners, code inspectors, and administrative support personnel. Our planners have the experience and expertise to compare building plans with local zoning ordinances or land development regulations.

9) Resilience Assessments. As part of our nonprofit mission, IBTS created its Community Resilience Assessment and Framework Tools (CRAFT) assessment tool because we saw a gap between the resilience assessment and planning resources for larger cities and the limited resources for small and mid-sized local governments. Using CRAFT, IBTS helps communities identify resilience vulnerabilities (social, economic, and governance) and provide greater understanding of needs, resources, opportunities, and constraints. For example, following Hurricanes Irma and Maria in 2017, IBTS provided pro bono CRAFT assessments in the municipalities of Maricao, Cabo Rojo, and San German, helping them to prioritize lack of emergency preparedness as a vulnerability and recommending funding sources to address this issue and improve their resilience.

Similarly, to help cities address the disproportionately negative impact climate change has on vulnerable populations, IBTS obtained a grant from the Kresge Foundation to adapt CRAFT to focus on the intersection between social equity and climate change, also called Equitable Climate Resilience (ECR). Following a survey to hundreds of cities nationwide to understand their experiences when addressing social equity in climate resilience planning efforts, we developed a set of 35 indicators used to measure progress on ECR. We piloted CRAFT ECR in three cities: San Leandro, CA, Orlando, FL, and Santa Fe, NM, providing facilitated assessment

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sessions with key stakeholders to present our analyses and recommendations based on desk research and assessment results.

### 3. Available Resources to Complete the Project

#### A. Analytical Tools, Resources, or Methodologies That May Be Applicable

**GOVmotus™.** To help jurisdictions manage the complex processes that can overwhelm their building departments, IBTS developed GOVmotus – a hosted software solution that helps manage, automate, and track building department processes.

With customizable packages and tailored configuration, this software solution was built to meet the unique needs of jurisdictions while increasing operational efficiency by streamlining the entire permitting process, from application intake through completion.

With GOVmotus, permitting is centralized, sequential, and automated.

- Hosted by IBTS. No servers to buy, no software to install. It's browser based and works on mobile devices running Chrome or Internet Explorer. We manage and maintain the system so the City doesn't have to.
- Easy to configure and implement. GOVmotus is both affordable (making it attractive to small and mid-sized jurisdictions) and innovative, with many of the features found in more expensive platforms.
- User-friendly and configurable. Different cities have different needs. We developed GOVmotus to be highly configurable – it can be tailored specifically to your city's codes and ordinances. In addition, the user experience is nearly seamless; all documents associated with a permit are linked and permanently stored together, making data retrieval simple and fast. Other features, like the built-in fee calculators, ensure ordinance compliance and reduces loss of revenue.
- A time saver. The GOVmotus contractor portal allows users to easily apply and pay for permits from the convenience of their home or office.
- A tool for customer (citizen) satisfaction. Accurate and timely communication is critical. GOVmotus enhances communication between applicants and other municipal departments.

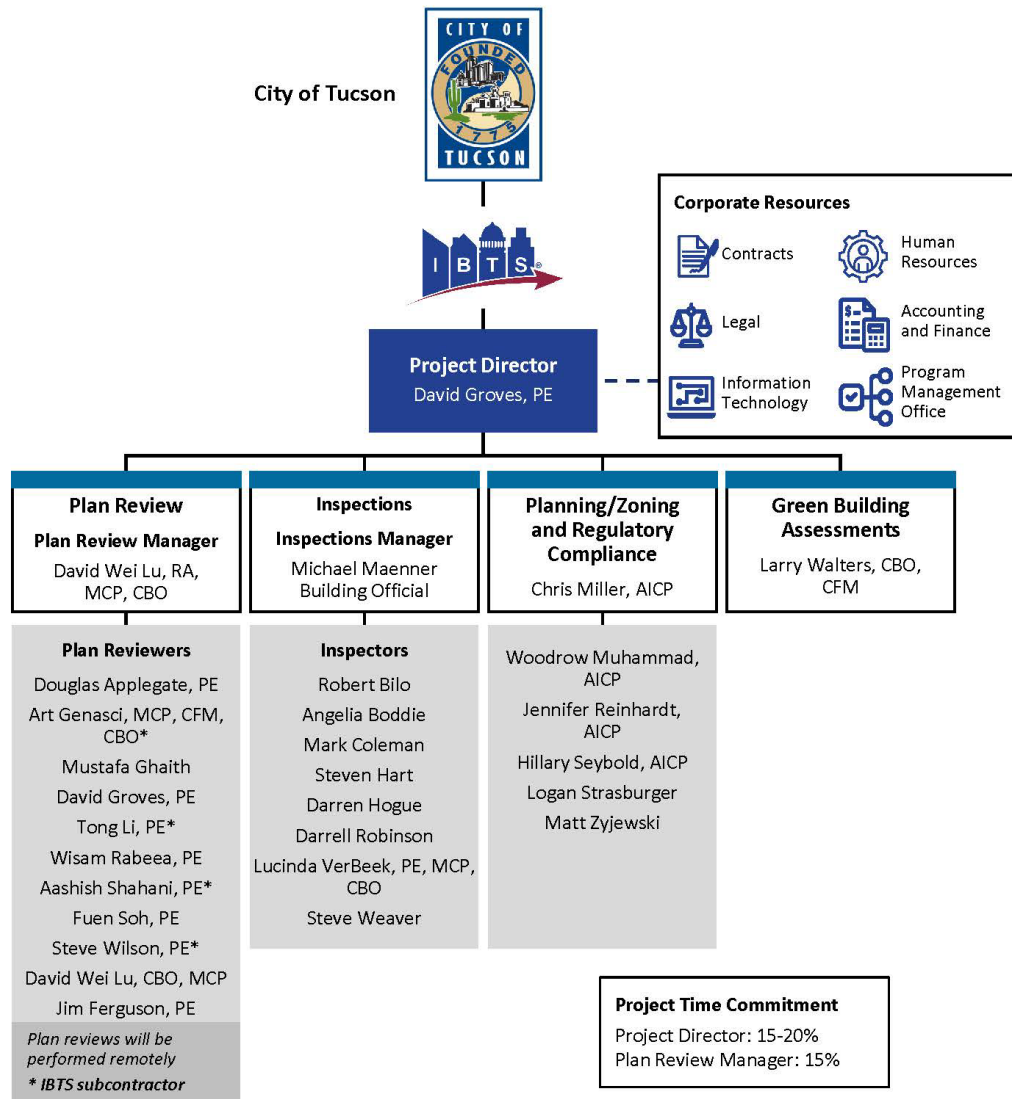
IBTS currently provides GOVmotus to communities and statewide agencies as a stand-alone resource or as part of our building department services package. GOVmotus can be tailored to meet the needs of large state agencies like The California Department of Forestry and Fire Protection (CAL FIRE) or smaller jurisdictions like Yutan, NE. Instead of a one-size fits all approach, we start with a scoping plan to ensure we meet our client's needs.

#### ***Availability of Resources***

IBTS is happy to offer GOVmotus to the City of Tucson, should the City be interested. Our organizational chart depicts estimated time commitments for our Project Director and Plan Review Manager.

#### ***Organizational Chart with Estimated Time Commitments***

The organizational chart that follows depicts the team IBTS is proposing to provide On Call Plan Review Services and inspection services detailed in the City's RFQ. The chart also presents two closely related service areas that IBTS can provide to the City if needed: Planning/Zoning and Regulatory Compliance and Green Building Assessments.



**Figure 2: IBTS' Project Team for the City of Tucson, AZ.** IBTS is proposing a Project Director, Plan Review Manager, ten plan check engineers, and an Inspections Manager who will assign and oversee on call and remote video inspections. The chart also depicts the related services of Planning/Zoning and Regulatory Compliance and Green Building Assessments that are available should the City require these services in the future.

The IBTS Team will be led by Project Director David Groves, PE, with a Certified Building Official/Master Code Professional reporting directly to him managing all plan reviews. Internal 2nd party inspection and fixed-rate inspections will be led by an experienced project manager and former Deputy Commissioner and Director of Operations for the City of Philadelphia. Plan check engineers and inspectors will report directly to their service manager leads. All proposed individuals have worked together on many projects similar to the services requested by the City of Tucson; all are immediately available to begin work upon award.

#### **Internal Measures That Will Be Used to Ensure Timely Completion**

IBTS has a plan review procedure to ensure all our projects are completed and delivered on time:

1. Plan/assignment intake - Once the project is received, the plan intake staff will log the project into our project tracking and reporting software - PRSS.

2. Tracking in internal project management tool (PRSS) - The PRSS system is an IBTS-developed software for project flow management for our plan review team. The schedule for each project will be published on the daily report based on data entry on PRSS. The daily report is sent to each plan reviewer every day.
3. Review assignment - The reviewers will perform reviews and input their review comments onto PRSS one day before the project due date according to project completion schedule shown on the daily report.
4. QC and management review - The plan review services manager will perform quality control (QC) review on the project due date to ensure the review report on PRSS is complete and accurate.
5. Completion and submission - After QC review is complete, the review report will be emailed to our clients by the close of business of the project due date.

#### 4. Firm Experience on Similar Projects

##### A. IBTS Experience on Similar Contracts

###### ***Type and Location of Similar Work to Illustrate Work Quality***

IBTS provides on-call plan review services to jurisdictions and developers across the nation. Examples of three such projects are provided in this section and demonstrate IBTS' work quality.

###### **Project 1: Municipal Services for the City of Central, Louisiana, July 2011-Present**

Central is Louisiana's 12th largest incorporated city and the newest. Located in the East Baton Rouge Parish, about 10 miles from downtown Baton Rouge, Central became an independent municipality in April 2005. It has approximately 30,000 residents living in a 66-square-mile area. The City has an annual operating budget of \$6 million and reserves of \$8 million.

For more than 10 years, IBTS has provided nearly all government services to the City of Central. These services include those the City of Tucson is seeking: full building department and code enforcement services, including permitting, plan review, and inspection services.

###### ***How Experience Relates to the Categories Outlined***

- ***Similar to the Internal 2<sup>nd</sup> Party Plan Review services the City of Tucson is seeking,*** on behalf of the City, IBTS performs all functions of a Community Development agency at the local level, including planning and zoning, building plan review, all building permits, inspections, and code enforcement services. IBTS oversees the planning and zoning process, including handling appeals and waivers as well as convening public meetings on a regular basis. IBTS also administers the building code regulatory process for housing construction and commercial building. IBTS also conducts inspections and enforcement processes by which property maintenance issues are identified and addressed to ensure the appeal of the community meets established standards.

###### **Other Services IBTS Provides include:**

- ***Capital Program Management:*** IBTS convenes meetings with the City Council and the public to identify and vet capital improvement projects for the city. IBTS is also responsible to go out for bid on various capital improvement projects and then oversee projects initiated by the City.
- ***Nuisance Abatement:*** IBTS amended the City's code enforcement procedures to utilize an Environmental Court dedicated to code enforcement cases. While voluntary compliance is always the goal, IBTS staff works closely with the City's hearing officer to verify all required steps are met



from initial complaint to adjudication. We track our progress with each case using a code enforcement software package to provide citizens and elected officials with up-to-date information.

- *Contract Management and Administration:* On behalf of the City, IBTS performs all facets of contract management and administration from product or service acquisition, through contract life cycle monitoring, and through to close out.
- *Communications and Public Relations:* IBTS provides full communications and public relations support including website maintenance for the City.
- *Financial Services:* IBTS performs tax revenue collection, reconciliation, and administration on behalf of the city.
- *Public Works Services:* IBTS maintains a core Public Works program including infrastructure maintenance (roads, bridges, common areas) for the City. Public Works also includes Disaster and Catastrophic Emergency response services.
- *Engineering and Stormwater Management Services:* IBTS provides engineering support services including flood plain management, storm water management and ground water permitting services.

IBTS offered disaster recovery support to the City as a result of a record flooding event that occurred in August 2016. The incessant rain isolated the town from surrounding jurisdictions, knocked out power disabling communications, and revealed several vulnerabilities such as lack of procedures and homeowners' insurance. Flood conditions made 2,000 City homes unsafe and required City residents to move to temporary shelters.

When the rains finally stopped, and damages were estimated to be in the billions, IBTS and the City set to work to maximize funding opportunities. IBTS' prior experience with disaster funders' regulations and requirements meant that they were able to alert residents, early on, of the most frequent missteps and points of confusion that can reduce or even eliminate FEMA assistance and National Flood Insurance Program claims. Such specific requirements included what constitutes substantial damage, base flood elevation guidelines and accessing manufactured housing units; these were areas where IBTS guided the City because of its prior disaster recovery experience.

Post-disaster, IBTS connected the City with professionals to conduct real-time flood mapping, assisted in the establishment of a market value policy for homes and facilitated the documentation of volunteer hours to meet FEMA's cost share requirement so that the City received as much federal aid as possible.

## **Project 2: Compliance Plan Reviews and Construction Services for the Maryland Stadium Authority (MSA), Baltimore, Maryland, July 2015-Present**



**Figure 3: Patterson High School & Claremont Middle/High School, Baltimore (new construction).** IBTS is providing all code compliance reviews and building code inspections for 28 Baltimore City public schools totaling 3 million square feet.

The Maryland Stadium Authority (MSA) selected IBTS to provide all compliance plan reviews and construction inspections for the design and construction of 28 Baltimore City public schools being built or substantially renovated, a \$1.1 billion project. IBTS is working closely with multiple stakeholders including the Maryland Stadium Authority (Authority Having Jurisdiction), Baltimore City Schools (Owner/Operator), the Maryland State Fire Marshal's Office (responsible for life safety), and numerous design teams, consultants, construction and program/project managers.

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**How Experience Relates to the Categories Outlined**

- **Similar to the Internal 2nd Party Plan Review services the City of Tucson is seeking, IBTS is providing:**
  - Monthly reporting on project progress, anticipated deliverables, and risks/recommendations
  - Reviewing design documents (construction drawings, shop drawings, and specifications) and performing all code inspections for:
    - Structural and non-structural Architectural/Building, including Accessibility
    - Electrical, Mechanical/HVAC/Energy, Plumbing
    - Fire and life safety (in coordination with the Maryland State Fire Marshal's Office)
  - Performing all code compliance reviews and building code inspections
  - Reviewing building code modification applications from designers on behalf of MSA and making recommendations to building official at MSA on the approval or rejection of these applications
  - Evaluating the new products and alternative approach or systems used in school construction on behalf of MSA
  - Issuing final inspection reports stating that facility is in compliance with all applicable local, state and federal building codes and standards

Working in conjunction with reviews and inspections by the Maryland State Fire Marshal's office, IBTS ensures that each school has been designed and built in compliance with applicable building codes and standards, so that each school is safe to occupy and operate.

IBTS reviewed more than 2,500 design pages and performed more than 1,000 inspections, all on schedule and without delay during the 5+ year total construction schedule. Over five years, IBTS adjusted staffing levels as appropriate, ensuring that it performed all reviews within 10 business days, and all inspections within 24 hours (typically) to 48 hours of requests. In doing so, IBTS minimized risks to the project schedule, while ensuring prompt and professional reviews and inspections, minimizing risks associated with potential rework or project safety due to failure to comply with applicable codes, standards, and acceptable engineering practice.

**Project 3: Inspection Services for the Metropolitan Washington Airport Authority, 2009-Present**

**Figure 4. Dulles Corridor Metrorail Silver Line Extension, Phase 2.** Throughout Phase I and now into Phase II, IBTS continues to support the Virginia Department of General Services and Metropolitan Washington Airports Authority with thousands of code compliance inspections, making mass transit a viable alternative for hundreds of thousands of residents in the DC Metro area.

For a two-phase, multi-billion, multi-train station construction project, IBTS provided: 1) program management and reporting; 2) scheduling coordination and inspection; 3) staffing; 4) notification; and 5) final documentation. IBTS developed and implemented a tool that identifies compliance issues and reduces the end-of-project “punch list” from thousands to a few known and manageable items, ensuring on-time project completion. Throughout the project, IBTS provided its clients with on-demand, on-time-every-time plan review, project monitoring, and inspections.

The Washington D.C. Metrorail is the second busiest rail transit network in the United States, with an average weekday rail ridership of 713,000 passengers. Serving a population of roughly 4 million, it’s been one of the most efficient public transportation systems in the country for decades. Keeping the system running at optimal efficiency with the utmost passenger safety—while also expanding service to more areas—is a big undertaking. When the Commonwealth of Virginia Department of General Services (DGS) looked to expand the Metrorail into the suburbs of Northern Virginia, they called IBTS to ensure quality and safety during this \$6.8 billion, 10-year-long project.

#### ***How Experience Relates to the Categories Outlined***

- ***Similar to the Internal 2nd Party Inspection services the City of Tucson is seeking, IBTS provided:***
  - In Phase 1: Inspections and oversight for the Virginia Department of General Services (DGS)
  - In Phase 2: Plan review and inspections services for both DGS and the Metropolitan Washington Airports Authority (MWAA). Over 10 years, IBTS performed thousands of code compliance inspections without delaying construction. Throughout both phases, IBTS has provided its clients with on-demand, on-time-every-time plan reviews, project monitoring, and inspections.

IBTS provided 24/7/365 oversight and inspections as needed due to the complexity of this project to ensure quality, code compliance, and safety, including monitoring and reporting on performance of Special Inspections contractors. IBTS helped interpret codes and bridge the gap between the jurisdictions and stakeholders.

For MWAA, IBTS provides structural code and environmental reviews, and code compliance and quality assurance inspections for all construction and systems for the six train stations in the 11.4-mile extension from the eastern edge of Reston, VA, west to and through Washington Dulles International Airport, and to Ashburn, VA, in eastern Loudoun County. IBTS responsibilities include: 1) program management and reporting; 2) scheduling coordination and inspection; 3) staffing; 4) notification; and 5) final documentation. To support our clients, IBTS developed and implemented a tool that provides actionable, 7-day and 30-day reports that identify compliance issues or potential issues to be addressed in a timely manner, escalating items when necessary. The intent of the reports is to reduce the end-of-project “punch list” from thousands to a few known and manageable items, ensuring on-time project completion.

#### ***References***

##### ***Project 1: Municipal Services for the City of Central, Louisiana***

<b>POC Name, Title, Organization, Phone, Email</b>	David Barrow, Mayor City of Central, LA (225) 246-2306 david.barrow@central-la.gov
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***Project 2: Compliance Plan Reviews and Construction Services for the Maryland Stadium Authority (MSA), Baltimore, Maryland***

<b>POC Name, Title,</b>	Dawn Sanders
<b>Organization, Phone,</b>	PM, Maryland Stadium Authority (MSA)
<b>Email</b>	(o) 410-223-4135 /(c) 443-392-5689 DSanders@mdstad.com

***Project 3: Inspection Services for the Metropolitan Washington Airport Authority***

<b>POC Name, Title,</b>	John Kearney, Project Manager/Construction Manager
<b>Organization, Phone,</b>	1 Aviation Circle, Ste. 154, Washington, DC 20001
<b>Email</b>	(703) 894-7611 John.Kearney@DullesMetro.com

## **Appendix A: Key Staff Resumes**



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**David Groves, PE**  
**Project Director, Plan Reviewer****PROFESSIONAL EXPERIENCE**

Mr. Groves has 22 years of professional experience, including 14 years as a Plan Reviewer for Maricopa County, Mesa, and Scottsdale, Arizona. He utilizes his extensive knowledge of International Codes and National Fire Protection Association standards while designing and reviewing fire protection and alarm systems. He is an expert in municipal plan submittal, review, and approval processes. He is an Owner's Quality Control Representative for large-scale commercial/industrial construction projects. He is a licensed Fire Protection Engineer and a licensed Architectural Engineer.

**2016 – Present // Fire Protection Engineer, IBTS**

- Performs compliance assessments and audits to ensure construction complies with applicable codes, standards, approved designs, and specifications.
- Supports IBTS's other programs and clients, including HUD and FEMA, by developing and delivering training on design, installation, and inspection of fire protection systems.

**2013 – 2016 // Quality Control Representative, Watchtower**

- Performed field inspections of large-scale commercial projects for compliance with owner specifications and adopted codes.
- Reviewed construction documents.
- Attended weekly contractor progress meetings.

**2005 – 2013 // Senior Fire Plan Reviewer, City of Scottsdale, AR**

- Managed the fire plan review division.
- Responsible for the review of commercial and residential fire protection systems and verifying proper construction type, egress, and life safety systems.
- Reviewed requests for performance-based engineering designs.
- Provided regulatory design guidance for architects and engineers.

**2003 – 2005 // Senior City Plans Examiner, City of Mesa, AR**

- Reviewed commercial and residential fire protection systems.
- Verified proper construction type, egress, and life safety systems.
- Reviewed requests for performance-based engineering designs.
- Provided regulatory design guidance for architects and engineers.

**2002 – 2013 // Project Manager/Permit Coordinator, Arizona Building Committee**

- Managed project design and plan submittals for mid-sized assembly occupancies throughout Maricopa County.
- Designed fire sprinkler and alarm systems using AutoCAD and hydraulic calculation software.

**2002 – 2003 // City Plans Examiner, City of Mesa, AR**

- Reviewed commercial and residential construction documents and fire protection systems.

**1999 – 2002 // Building Inspector I/II, City of Mesa, AR**

- Performed field inspections of large-scale commercial occupancies for both building and fire codes.

### **PERTINENT EXPERIENCE**

- High profile projects include ongoing work at the Metropolitan Washington Airports Authority and Virginia Commonwealth University Health System's new Children's Hospital and Adult Outpatient Facility.
- Very proficient with the BlueStream tool for all plan review projects.
- Knowledgeable of AZ and ICC codes.

### **CERTIFICATIONS**

- Licensed Fire Protection Engineer
- Licensed Architectural Engineer (Lic Number 0402057695)

#### **ICC Certifications:**

- Building Official
- Certified Fire Marshal
- Master Code Professional
- Building Plans Examiner
- Electrical Plans Examiner
- Fire Plans Examiner
- Mechanical Plans Examiner
- Plumbing Plans Examiner
- Combination Inspector
- Building Inspector
- Electrical Inspector
- Fire Inspector II
- Mechanical Inspector
- Plumbing Inspector
- Accessibility Inspector/Plans Examiner
- Residential Energy Inspector/Plans Examiner

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**David Wei Lu, RA, EIT, CBO, MCP**  
**Plan Review Manager****PROFESSIONAL EXPERIENCE**

Mr. Lu is a registered Architect, with a Master's in Structural Engineering and an EIT certification. He is an ICC Certified Building Official, Master Code Professional, and Combination Commercial and Residential Inspector and Plans Examiner. He has 32 years of professional experience in the building and infrastructure construction industry with extensive knowledge of both residential and commercial architectural and structural design. His experience includes 15 years of performing multi-discipline plan reviews in accordance with building codes as adopted and amended by various jurisdictions. He is experienced in using AutoCAD, ArchT for 3D Modeling, MicroStation, STAADIII, Accurender for 3D Rendering, and Adobe Photoshop.

**2006 – Present // Manager of Plan Review Services, IBTS**

- Oversees plan review services for residential, commercial, institutional, and industrial projects in jurisdictions throughout the United States, including Virginia; Pennsylvania; Washington, D.C.; Maryland; Oklahoma; and California.
- Performs building, fire protection, mechanical, plumbing, electrical, green, and energy conservation reviews as well as structural and accessibility reviews in accordance with adopted building codes of the various jurisdictions.
- Provides technical and administrative support for IBTS code enforcement training programs.

**2000 – 2006 // Project Manager, Pinnacle Design and Consulting**

- Supervised others completing residential and commercial projects.
- Responsible for 100% design and design development, preparing construction documents, coordinating PEM work, construction administration, reviewing shop drawings, and holding meetings with clients.
- Worked on both residential (single-family homes, town homes, duplexes, condos, apartments) and commercial (clubhouses, restaurants, tenant suite buildouts, gymnasiums, private schools) projects.

**1998 – 2000 // Architectural Coordinator, Pulte Homes Corp.**

- Prepared construction documents, coordinated with others to complete various residential projects and answered field questions from Pulte subdivisions in VA, DC, MD, PA, DE, RI, MA, and NJ. Project types included detached and attached homes, condos, and clubhouses.

**1997 – 1998 // Intern Architect, Nicholas Dickson and Associates, P.C.**

- Performed architectural programming, schematic design, design development, working drawings, detailing, and construction documents.
- Responsible for reviewing shop drawings, coordinating with consulting engineers, managing project files, answering field RFI, performing computer 3D modeling and architectural illustration, assembling a company marking portfolio, and establishing a company construction detail library.

**1990 – 1991 // Intern, Jilin Provincial Architectural Design Institute**

- Responsible for site surveying and planning, conceptual architectural and structural design, design development, work drawings, detailing, construction document, and coordination in inspecting construction and providing field reports.

**PERTINENT EXPERIENCE**

- Manages large and complex plan review projects, including Virginia Commonwealth University Health System's new Children's Hospital and Adult Outpatient Facility; Phlow Corp. capital projects;



Mercedes-Benz Superdome renovations in New Orleans; Baltimore County schools' additions and renovations on behalf of the Maryland Stadium Authority; and military housing development in Army, Navy and Air Force bases across the nation.

- City of Alexandria, VA recent work includes 2395 Mill Rd., Town Center Volume 4 West Tower and 2000 N. Beauregard St.
- Very proficient using the BlueStream tool.
- Knowledgeable of VA and ICC codes.

## EDUCATION

- Doctoral Studies, Structural Engineering, North Carolina State University
- Master's in Structural Engineering, University of Maine
- Studies in Fine Arts, The College of Saint Rose
- Bachelor's in Architecture, Zhejiang University

## CERTIFICATIONS

- Licensed Architect
- Registered Engineer in Training (EIT)
- IDP Certificate from NCARB
- County of Fairfax – DPW & E – Expedited Plan Review Program – Residential and Commercial

### ICC Certifications:

Master Code Professional  
 Certified Building Official  
 Accessibility Inspector/Plans Examiner  
 Certified Building Code Official  
 Certified Electrical Code Official  
 Certified Mechanical Code Official  
 Certified Plumbing Code Official  
 Combination Inspector  
 Combination Plans Examiner  
 Commercial Building Inspector  
 Commercial Combination Inspector  
 Commercial Electrical Inspector  
 Commercial Energy Inspector  
 Commercial Energy Plans Examiner  
 Commercial Mechanical Inspector  
 Commercial Plumbing Inspector

Electrical Inspector  
 Certified Green Plans Examiner/Inspector  
 Electrical Plans Examiner  
 Mechanical Inspector  
 Mechanical Plans Examiner  
 Plumbing Inspector  
 Plumbing Plans Examiner  
 Residential Building Inspector  
 Residential Combination Inspector  
 Residential Electrical Inspector  
 Residential Energy Inspector/Plans Examiner  
 Residential Mechanical Inspector  
 Residential Plans Examiner  
 Residential Plumbing Inspector  
 Green Building – Residential Examiner

## **Appendix B: OMNIA National Contract Response**

### 3.1 Company

#### A. Brief history and description of Consultant to include experience providing similar products and services.

IBTS is a nonprofit organization with a decades long track record working at the intersection of public service and commerce by combining public-sector credibility with private-sector innovation. We provide a full range of building department, plan review, and inspection services for clients ranging from the largest, most sophisticated municipalities such as Baltimore, MD, and Washington, D.C., to the smallest rural towns and counties across the Midwest. Our versatility is shown by our work ranging from mixed-use, urban-infill projects and tens of thousands of homes on military bases to schools, hospitals, and one of the largest infrastructure projects in the U.S., the Washington, DC, Metrorail. IBTS has approximately 200 employees, primarily code professionals, with about half living and working in Maryland, Virginia, and DC, with the balance working remotely from locations across the country and abroad as well as approximately 100 field consultants.

Incorporated in the Commonwealth of Virginia, IBTS was founded in 1974 and organized in its current structure in 1998. The organization is headquartered in Ashburn, Virginia. We have offices in eleven locations, including Ashburn (Headquarters) and Richmond, VA; Albany and Hudson Valley, NY; Bossier City and City of Central, LA; Kansas City, MO; Omaha, NE; Oklahoma City, OK; Washington, DC; and San Juan, PR.

IBTS CEO Ashok Goswami is the principal officer. He is assisted by Chief Development Officer Chris Fennell. CEO Goswami has more than 40 years of service with the organization, and Chief Development Officer Fennell has a total of approximately 20 years with IBTS, which includes direct employment and consulting. IBTS maintains stable, longstanding leadership with many years of experience providing the services we are proposing to provide to communities through OMNIA® Partners. A dedicated and highly qualified team of Program Directors, Project Managers, and program experts oversee functional business areas.

IBTS' work is guided by a Board of Directors consisting of government officials appointed by five of the most highly respected, grassroots, state and local governmental associations. The Board-appointing associations include the National Governors Association Center for Best Practices (NGA), the Council of State Governments (CSG), the National Association of Counties (NACo), the National League of Cities (NLC), and the International City/County Management Association (ICMA). These associations assist in carrying out collaborative projects connecting the IBTS mission and capability to constituent needs and interests of our stakeholders throughout the nation.



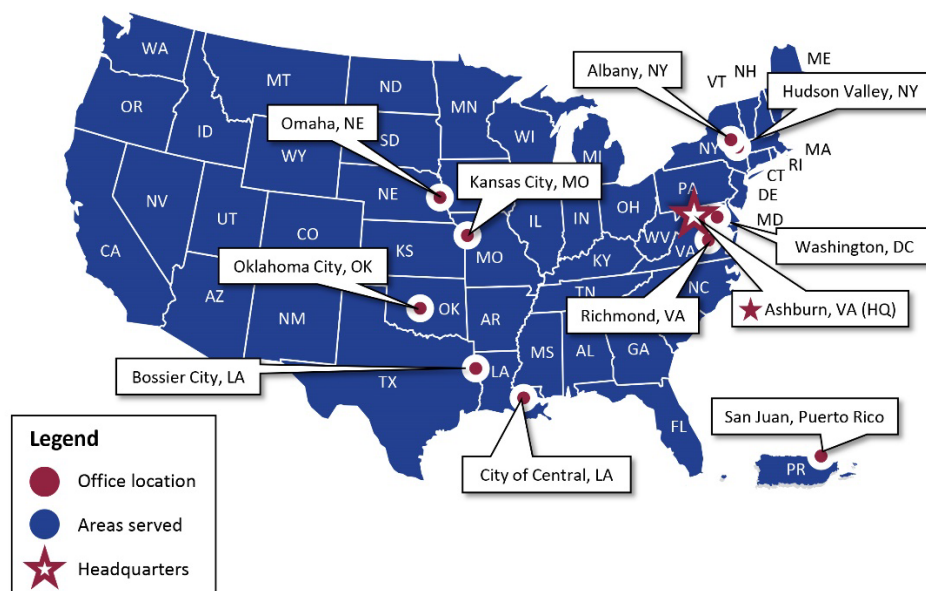
**IBTS Board-Appointing Associations.** The IBTS Board assists in connecting the IBTS mission and capability to local governments across the nation.

**B. Total number and location of salespersons, business development people, and/or project managers employed by Consultant.**

IBTS utilizes a seller-doer model for business development. As such, we do not employ sales people in the traditional sense because our project managers act in a dual capacity for both sales and delivery. This approach has been adopted by IBTS to ensure the services offered during the sales cycle match those provided once the contract is awarded. This has an added benefit of increasing accountability through the sales cycle. Currently IBTS has over 20 project managers and Directors engaged in sales and delivery.

**C. Number and location of support centers (if applicable) and location of corporate office.**

IBTS has eleven offices in the following locations: Ashburn (Headquarters) and Richmond, VA; Albany and Hudson Valley, NY; Bossier City and City of Central, LA; Kansas City, MO; Omaha, NE; Oklahoma City, OK; Washington, DC; and San Juan, PR. Many of approximately 200 employees and 100 field consultants work remotely due to the nature of the services they provide, and we anticipate this to continue on this contract. Our current footprint is shown in the map below:



**IBTS' National Coverage.** IBTS is currently serving all 50 states and the US territories.

**D. Annual total company sales for the three previous fiscal years. The intent of this is to understand the company's full size and/or capacity so the number does not need to be exact and should be general in nature.**

Fiscal Year	Annual Sales
2019	\$47,000,000
2020	\$35,000,000
2021	\$36,000,000

a. Submit FEIN and Dunn & Bradstreet report.

IBTS FEIN is 54-1963889

IBTS consistently maintains excellent Dun & Bradstreet ratings. Our quarterly report, excerpted in Appendix C, presents a snapshot of our financial strength. For example, IBTS' D&B Rating, a proprietary indicator that assesses a company's size and composite credit appraisal is 1, indicating very low risk and the best score possible. Likewise, our prompt payment indicators and business viability ratings are all indicative of a healthy, well managed, and reliable financial status.

E. Describe any green or environmental initiatives or policies.

Many of IBTS' programs focus directly on green or environmental issues. For example, we have had a direct positive impact on the built environment through delivery of hundreds of green building assessments via the National Green Building Standard and thousands of energy efficiency ratings via the EPA EnergyStar program in addition to ongoing energy code plan review and inspection compliance. We also have multiple LEED AP's on staff.

IBTS is the largest renewable energy and storage quality assurance provider in the U.S. We have completed more than 70,000 installation verifications across all 50 states and U.S. territories.

We are currently supporting a network of nonprofit organizations to develop tools and provide technical support to address climate change induced risks (e.g. sea level rise) that threaten affordable multifamily housing in Miami, Orlando, and Tampa, Florida.

F. Describe any diversity programs or partners Consultant does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

IBTS is completing a diversity, equity, and inclusion assessment program through funding provided by the Kresge Foundation. We developed an assessment platform to identify impacts of climate change on the resilience of vulnerable communities in major metropolitan cities across the U.S. We then piloted the assessment tools with Orlando, FL, Santa Fe, NM, and San Leandro, CA.

We are proud of incorporating Section 3 and MWBE plans in our federally-funded programs for many years. We have relationships with a broad array of partners including DBE's, 8A's, WOSB, MWBE, SDVOSB, and Section 3 business enterprises that would be available to participate in the Master Agreement if and as appropriate. Partner pricing is based on market rates reflected in our proposed fee schedule and would not necessarily change based on DEI status.

G. Indicate if Consultant holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes **No**

If yes, list certifying agency: \_\_\_\_\_



- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes **No**

If yes, list certifying agency: \_\_\_\_\_

- c. Historically Underutilized Business (HUB)

Yes **No**

If yes, list certifying agency: \_\_\_\_\_

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes **No**

If yes, list certifying agency: \_\_\_\_\_

- e. Other recognized diversity certificate holder

Yes **No**

If yes, list certifying agency: \_\_\_\_\_

IBTS does not hold any of these certifications; however, when required, we team with subcontractors and partners to meet project goals and task requirements.

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Although not currently envisioned with this procurement, IBTS has a history of utilizing Section 3 and MWBE subcontractors in our federally-funded programs. We have relationships with a broad array of partners including DBE's, 8A's, WOSB, MWBE, SDVOSB, and Section 3 business enterprises that would be available to participate in the Master Services Agreement.

- I. Describe how Consultant differentiates itself from its competitors.

IBTS has served as a trusted advisor and partner to local, state, and federal government clients for decades, differentiating ourselves from our competitors with our nonprofit commitment to ensuring the success of communities nationally. Our Board includes a representative from each of the five major nonpartisan, nonprofit organizations that serve U.S. state and local government officials, including the Council of State Governments (CSG), the International City/County Management Association (ICMA), the National Association of Counties (NACo), the National Governors Association (NGA), and the National League of Cities (NLC). This unique structure allows IBTS to ensure our work is guided by and aligned with public sector needs. IBTS' staff includes experts in building code expertise; inspections and plan review; federal grants management; disaster planning, mitigation, and recovery; municipal services; governance and regulatory assessments; energy and renewables; solar quality assurance; and resilience services.



J. Describe any present or past litigation, bankruptcy or reorganization involving Consultant.

IBTS has never been in bankruptcy or gone through a reorganization. Currently and in the past, as any company, IBTS has been involved in claims relative to our size and the nature of our services: workers compensation, auto liability, payment (as claimant only) and employee matters. All defensive claims have been covered by insurance with most resolved in our favor and no claims have been material.

K. Felony Conviction Notice: Indicate if the Consultant

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or**
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

The answer is b. IBTS is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against Consultant

There have been no debarment or suspension actions taken against IBTS.

### 3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete service and product offering (also referred to as a balance of line). Describe the full line of services and/or products offered by Consultant. Pricing shouldn't be included at this time but will be requested later during negotiations.

IBTS is a nonprofit (501(c)(3)) organization built on government partnerships with the goal of helping communities meet governance challenges while enhancing public safety, economic development, and improving quality of life.

Our public-service, non-profit mission has been consistent from the start: we exist to bring technical and regulatory expertise to bear in a non-biased, third-party, practical, and applied manner to help address the challenges of governance for the public good.

Our services include:

- ▶ Building Department Services (permitting, plan review, inspection, fee collection)
- ▶ Energy & Sustainability
- ▶ Governance & Regulatory Assessments
- ▶ Market Research & Community Engagement
- ▶ Natural Disaster Mitigation & Recovery
- ▶ HUD-Manufactured Home Monitoring and Inspection
- ▶ Resilience Assessment & Planning
- ▶ Grant Writing



**Building Department Services:** IBTS provides on-demand surge and just-in-time building code professionals, including engineers, plans examiners, inspectors, permit technicians, and administrative support personnel. Our clients range from the largest, most sophisticated municipalities such as Washington, D.C., to the smallest rural towns and counties across the US. Our versatility is shown by our work ranging from mixed-use, urban-infill projects and tens of thousands of homes on military bases to the schools, hospitals, and one of the largest infrastructure projects in the U.S., the Washington, DC, Metrorail. Our services include community development, building department services, facilities services, custom permitting and inspection solutions, energy and sustainability services, quality assurance, compliance, and risk monitoring. Services include:

- ▶ Building Department start-up, operation, and assessment
- ▶ Plan review and inspection –Residential, Commercial, Industrial, Design/Built, National/International
- ▶ Architectural (structural and nonstructural)
- ▶ Fire protection, energy conservation, and code enforcement
- ▶ Accessibility, consultation, and compliance audits
- ▶ Electrical, mechanical, and plumbing
- ▶ Public outreach, training, and continuing education provider (IACET and AIA Certified)
- ▶ Building code consultations and constructability audit
- ▶ Property maintenance and Housing Quality Survey (HQS) inspections
- ▶ Certifications include ICC Master Code Professionals and Certified Building Officials, Professional Engineers, and Registered Architects, LEED® and Green Building certified staff

**Energy & Sustainability:** IBTS enables the implementation of sound, cost-effective energy management and investment practices to enhance the nation’s energy security and environmental stewardship – for federal, state, and local government clients. For example, we understand the benefits and challenges posed by Executive Orders such as E.O. 13423, which required federal agencies to reduce energy consumption by 3% each year, leading to 30% by the end of 2015.

We’ve helped our clients meet compliance directives like these in a cost-efficient manner while enhancing the workplace environment by leveraging IBTS industry and policy knowledge. By considering both the operations and maintenance aspects of O&M best practices, IBTS makes possible innovative solutions that meet both energy and cost efficiency requirements. Services include:

- ▶ Energy efficiency program management
- ▶ Solar quality management (served as the Department of Energy compliance monitoring provider on over 30,000 weatherized residences across the country)
- ▶ Facility baselining and planning
- ▶ Financing options for energy projects
- ▶ Energy audits
- ▶ Building commissioning
- ▶ Energy code compliance
- ▶ Life cycle cost analysis
- ▶ Demand side management and utility rebate services
- ▶ Monitoring verification and evaluation (MVE)
- ▶ Independent verification and validation (IVV)
- ▶ Remote and online facilities performance monitoring and diagnostics

**Governance and Regulatory Assessments:** IBTS has a deep understanding of regulatory capacity acquired by providing regulatory services in the built environment in dozens of municipalities. We don’t

just understand building regulatory concepts in theory. We put them into practice every day with public safety responsibility at stake. Toward that end we have established rigorous assessment methodologies that incorporate both state-of-the-art quality assurance principles and active engagement with stakeholders to identify process and knowledge gaps beyond the obvious.

**Market Research & Community Engagement:** Our Market Research and Marketing team leverages a unique approach that combines data-based strategies, domain expertise in building codes, a proven track record of reaching and engaging a wealth of stakeholders and members of the public (including vulnerable and hard-to-reach populations), and decades of experience working with jurisdictions of all sizes. The team uniquely combines the expertise of analysts who provide market research services through BuildingInsight, LLC, IBTS' wholly owned market research firm; our communications, marketing, and outreach experts; and our technical subject matter experts.

**Natural Disaster Mitigation & Recovery:** Nowhere is the IBTS philosophy more clearly defined than in our experience and commitment to disaster management. Hurricanes Rita, Katrina, Sandy, Matthew, Harvey, and Irma have provided IBTS with deep roots in national, state, and local communities meeting the needs of citizens recovering from disaster. We have managed billions of dollars in CDBG-DR funding and are intimately familiar with the requirements for managing and reporting on such funds. Through our experience helping communities across the U.S. prepare for and recover from natural disasters, we have learned how challenging it can be to shift community culture and integrate resilience into disaster and strategic planning.

#### **HUD-Manufactured Home Monitoring and Inspection**

IBTS has been the sole third-party monitoring agent for HUD's national manufactured housing program since the program's inception in 1976. In this role, IBTS is responsible for the monitoring, oversight, and annual assessment of the quality systems, procedures, and capacity of manufacturers and third-party agencies to implement HUD's national regulatory program.

IBTS provides annual assessments on the performance of quality assurance systems implemented by six Design Approval Primary Inspection Agencies (DAPIAs), 14 In-Plant Production Primary Inspection Agencies (IPIAs), and 37 State Administrative Agencies (SAAs). On behalf of HUD, IBTS ensures that the quality systems used by these monitoring agencies are compliant with the Federal Manufactured Home Construction Safety Standards and Regulations.

IBTS program innovations include:

- ▶ Tracking and reporting of approximately \$200 million in label fee collections
- ▶ Searching and retrieval of thousands of inspection and quality audit reports
- ▶ Maintenance, searching and retrieval of a design library containing more than 3 million designs spanning 34 years
- ▶ Creating a searchable text database of regulatory interpretations and opinions issued by HUD since 1976

HUD relies on IBTS to provide quality assurance technical training to project stakeholders to improve industry compliance with the federal regulations.

**Resilience & Planning:** IBTS has been working to advance our nations' resilience for many years. We have developed practical tools including the Community Resilience Assessment Framework & Tools (CRAFT) in conjunction with the National League of Cities to help small- and medium-size communities identify, prioritize, and address resilience needs in their communities across the economic, social, governance, and physical spectrum.

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Climate change is the driving force behind a variety of business continuity, economic, and reputation risks for business. We specialize in assessing the climate risks to our clients' facilities and operations, providing resiliency strategies to support their success and ability to thrive in the face of direct and indirect business impacts from climate change.

Notable IBTS' resilience and planning tools:

- ▶ **IBTS OnHAND:** The IBTS Online Help and Advice for Natural Disasters (IBTSOnHAND.org) website is free, web-based, interactive resource that provides practical, actionable natural disaster planning, response, and recovery information for use by a range of stakeholders at the local, state, and national level.
- ▶ **CRAFT Equitable Climate Resilience (ECR) Tool:** IBTS adapted its CRAFT tool to help communities better understand their progress on social equity and climate resilience and ways to improve.

**Grant Writing:** *Grant Research.* IBTS can develop tailored research for communities that would like assistance identifying funding opportunities and aligning them with local needs. We have access to multiple databases of federal, state, corporate, and private foundation grant opportunities targeted at municipalities, counties, local government agencies, and nonprofit organizations. We perform searches through thousands of grants, using terms aligned to topics in which a community has an interest - such as public works, recreation, economic development, etc. We can set alerts on opportunities of interest so when/if a change occurs, we can track the updates and notify communities.

*Grant Writing Support.* Our team can help communities develop their grant applications. Services include:

- ▶ Program/project conceptualization
- ▶ Writing/editing grant narrative
- ▶ Ensuring compliance with grant requirements
- ▶ Collaboration with internal and external stakeholders and agencies
- ▶ Assisting with document submission

*Grant Management and Administration.* As a nonprofit organization, IBTS can serve as either the grant program manager or a subrecipient of grant funds. We offer grant management and compliance support to optimize program implementation and ensure efficient and effective utilization of grant funds. We can assist with coordination of internal departments, external agencies, and grant issuing entities to meet documentation and disbursement requirements.

## B. Describe how Consultant proposes to distribute the products/services locally, regionally, or nationwide (depending on the Consultant's capacity). Identify all states where services and/or products will and will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

IBTS provides professional services throughout the United States and U.S. Territories. We intend to continue doing so through the Master Agreement.

With eleven offices and many staff located across the country, IBTS is ready to serve the OMNIA® Partners participating public entities. The proposed work will be led by Chris Miller, AICP, Director of IBTS' Local Government Services Division. We have identified points of contact elsewhere in this proposal that will respond to inquiries and engage the most appropriate local, regional, or remote personnel to provide the relevant services to participating public entities. We will leverage our extensive subcontractor network to address any coverage gaps and provide a seamless experience.



- C. Describe how Consultant shall match their Master Agreement offering to other Participating Agencies so Participating Agencies can ensure compliance with the Master Agreement and maintain records to auditable standards.

IBTS will work closely with participating agencies to ensure all terms and conditions of the master agreement are included in any resulting contract. As needed, our project manager will compile reports comparing not only terms and conditions but also our internal record keeping process to ensure timely reports are provided to OMNIA Partners.

- D. Identify all other companies (subcontractors or otherwise) that may be involved in the services and/or products being offered to end users.

IBTS does not intend to utilize subcontractors as part of our service delivery plan for the associated master contract.

- E. Provide the number, size and location of Consultant's operations including where various building locations are.

IBTS has eleven offices in the following locations: Ashburn (Headquarters) and Richmond, VA; Albany and Hudson Valley, NY; Bossier City and City of Central, LA; Kansas City, MO; Omaha, NE; Oklahoma City, OK; Washington, DC; and San Juan, PR. Many of approximately 200 employees and 100 field consultants work remotely due to the nature of the services they provide, and we anticipate this to continue on this contract.

### **3.3 Marketing, Outreach, and/or Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Consultant's primary go to market strategy for Public Agencies to Consultant's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

IBTS' Executive Officers and Directors are aware of the award opportunity and are prepared to endorse it as our public-sector go-to-market strategy to all staff engaged with public-sector business development efforts nationally.

- ii. Training and education of Consultant's local, regional, and/or national staff, and if applicable, sales force, with participation from the Consultant's executive leadership, along with the OMNIA Partners team within first 90 days

IBTS will begin training our staff engaged in public-sector business development efforts within the first 21 days of the award. We will engage with OMNIA Partners' team within the first seven days of the award to determine training logistics, and begin working on presentations, collateral, and other materials needed to support the training. We will use IBTS' SharePoint sites to store these materials,

ensuring that all pertinent staff can easily access them. We will conduct training using in-person and virtual meetings. Both Executive Leadership and Directors will participate in these sessions.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Consultant, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Consultant's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Consultant-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner Consultants. Booth space will be purchased and staffed by Consultant. In addition, Consultant commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and/or regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Consultant's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Qualification;

- Copy of Master Agreement and amendments between Principal Procurement Agency and Consultant;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

IBTS' ninety-day marketing plan will ensure that the following activities are implemented:

- A co-branded press release announcing the award and distributed to trade publications using our press release distribution service (PRWeb), social media, and internal distribution lists.
- A webpage on [www.ibts.org](http://www.ibts.org) that includes:
  - Announcement and details about the Master Agreement and contact information
  - OMNIA Partners standard logo
  - A copy of original Request for Qualification
  - A copy of the Master Agreement and amendments between Principal Procurement Agency and Consultant
  - A summary of products and pricing
  - Marketing Materials, including a sell sheet
  - An electronic link to OMNIA Partners' website including the online registration page
  - Search engine optimization (SEO efforts) to ensure effectiveness of the webpage
- A dedicated toll-free number and email address for OMNIA Partners
- Development of collateral material, specifically a sell sheet and direct mail piece that will be distributed to our public and private sector contacts and to staff for distribution among their networks.
- A calendar of OMNIA Partners' national, regional, and consultant-specific events. This will include our commitment to exhibit at the national NIGP Annual Forum in August. The event calendar will include the dates of the events as well as deadlines for related efforts (such as internal planning meetings, exhibit purchase and booth shipping dates, pre-show promotion, etc.).
- Design and publication of advertising national and/or regional advertising in trade publications throughout the Master Agreement term. Initial efforts will include advertising to the public sector through the International City/County Management Association (ICMA), National League of Cities (NLC), and National Association of Counties (NACo) publications. All three organizations appoint a member to our Board of Directors; we will leverage these opportunities throughout the term.

C. Describe how Consultant will transition any existing Public Agency customers' accounts to the Master Agreement available locally, regionally, and/or

nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Consultant holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

IBTS is a professional services provider that historically has responded to competitive solicitations issued by individual state or local government entities. We expect our relationship with these clients to continue on that basis in many cases. However, we will provide focused, customized communications with the entities to advise them of the availability and benefits of the OMNIA Partners Master Agreement as a procurement approach.

IBTS recently began participating in the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Agreement. The focus of that effort is on disaster management and emergency management-related professional services as opposed to the building regulatory services that are the focus of the proposed relationship with OMNIA Partners.

- D. Acknowledge Consultant agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

We acknowledge that IBTS agrees to provide our logo to OMNIA Partners and OMNIA has permission for reproduction of the logo in marketing communications and promotions. We acknowledge that use of the OMNIA Partners logo will require permission for reproduction as well.

- E. Confirm Consultant will be proactive in direct sales of Consultant's services and/or goods to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales-type materials are to use the OMNIA Partners logo. At a minimum, the Consultant's business development and/or sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

We confirm that IBTS will be proactive in direct sales of our services and/or goods to Public Agencies nationwide and that we will ensure timely follow-up to leads established by OMNIA Partners.

We confirm that all sales-type materials IBTS produces under the Master Agreement will use the OMNIA Partners logo.

We confirm that IBTS' sales and business development efforts will communicate that the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency,

includes the best government pricing, no cost to participate, and is non-exclusive. We will additionally meet regularly to improve and refine marketing and sales messages to communicate additional benefits.

F. Confirm Consultant will train its local, regional, or national team (such as any business development individuals or sales force) on the Master Agreement.

At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

We confirm that IBTS will train our local, regional, or national business development and sales teams on the Master Agreement, and that this training will include key features of Master Agreement, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and knowledge of benefits of the use of cooperative contracts.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support – Chris Fennell, Chief Development Officer, [cfennell@ibts.org](mailto:cfennell@ibts.org), 703.851.4187
- ii. Marketing – Karen Johnson, Market Engagement Program Director, [kjohnson@ibts.org](mailto:kjohnson@ibts.org), 530.318.5428
- iii. Business Development/Sales – Chris Fennell, Chief Development Officer, [cfennell@ibts.org](mailto:cfennell@ibts.org), 703.851.4187
- iv. Business Development/Sales Support – Chris Miller, Director Municipal Services, [cmiller@ibts.org](mailto:cmiller@ibts.org), 678.576.7352
- v. Financial Reporting – Chris Miller, Director Municipal Services, [cmiller@ibts.org](mailto:cmiller@ibts.org), 678.576.7352
- vi. Accounts Payable – Maurice Kessler, Chief Financial Officer, [mkessler@ibts.org](mailto:mkessler@ibts.org), 571.643.5434
- vii. Contracts – Joseph F. Balac, Jr., Esq., General Counsel, Director HR, Contracts & Risk Management, [jbalach@ibts.org](mailto:jbalach@ibts.org), 703.930.7229

**H. Describe in detail how Consultant's local, regional, or national team is structured, including contact information for the highest-level executive in charge of the business development or sales team.**

IBTS' national team is led by a Chief Development Officer who oversees business development and marketing. Directors head service divisions and are responsible for projects we provide across the country. Service divisions include Building Department Services, Municipal Services, Technology Services, Puerto Rico Region, and Federal Programs.

Chris Fennell, Chief Development Officer; 703.851.4187 (cell); cfennell@ibts.org

**I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the local, regional, or national program.**

IBTS will assign Curt Skoog, IBTS' Local Government Services Development Lead, as Development Lead to the OMNIA Partners program. Mr. Skoog will coordinate all activities between IBTS and OMNIA Partners. In addition to being the point of contact, he will oversee implementation of the 90-day marketing plan included in section 3.3 A and B.

The Development Lead will work with OMNIA to create an ongoing sales and marketing plan starting with the introduction of IBTS services to existing OMNIA Partners. The ongoing plan would also include marketing the benefits of the program to other local governments.

Curt Skoog, Local Government Services Development Lead; 816.679.0608 (cell); cskoog@ibts.org

**I. Explain in detail how Consultant will manage the overall local, regional, or national program throughout the term of the Master Agreement, including ongoing coordination of marketing, sales, and/or outreach efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.**

Development Lead Curt Skoog will coordinate internal resources to manage the program.

IBTS has a marketing team who are trained to provide informative, accurate and appealing outreach documents to develop marketing tools to help advance our customer approaches. They will ensure we invest the time and energy into marketing the OMNIA Partners program. The team is led by IBTS' Marketing Engagement Program Director (refer to Section I above). She will oversee all activities related to market analysis and marketing. She has more than 25 years of experience in designing, implementing, and managing complex, nuanced B2B and B2G market research and marketing programs.

IBTS' Marketing Analyst, Gabby Geraci, will conduct research activities and develop content to support the marketing plan. Ms. Geraci has 15 years of experience working in communications fields for the nonprofit and government sectors and has extensive experience as a researcher, writer, fundraiser, and designer, and English-Spanish translation and interpretation.

IBTS' Senior Graphics Designer, Marco Taylor, will provide graphic design for all digital and print marketing efforts. Mr. Taylor has 15 years of experience designing materials for marketing, public information, and community engagement campaigns.

IBTS's legal and accounting teams (refer to Section I above for key contacts) are experienced in negotiating contracts and setting up federal and local government accounts.

- J. State the amount of Consultant's Public Agency sales for the previous fiscal year. This should be a general number for all public agencies the Consultant services. The intent of this is to get an understanding of the Consultant's current reach in the public sector. Provide a list of Consultant's top 10 Public Agency customers with a key contact for each.

IBTS' consolidated total of public agency sales for the last fiscal year is approximately \$20.2 million. IBTS is not authorized to share our customer list.

- K. Describe Consultant's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

IBTS tracks all requests made for plan review services using its Microsoft platform based internal proprietary system, which is used by IBTS staff to create and manage records for each request. Our application is integrated with our Deltek CostPoint financial software to automatically provide information on projects and clients. Once plan review services are completed, IBTS will create the appropriate invoices and log them in CostPoint for tracking. As payments are accepted for completed services, IBTS' accounting team updates and closes the appropriate invoice records and records are updated in our plan review application.

- L. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations but still desire to use a cooperative program. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with or at a minimum include the Master Agreement.
  1. If solicitation is for a Request for Qualification or a Request for Proposal where pricing is not part of the evaluation criteria, when Consultants enter into negotiations, they should respond with Master Agreement pricing or lower (if competitive conditions require it).
  2. When responding with the Master Agreement Contract Sales are reported to OMNIA Partners.

Detail Consultant's strategies under these options when responding to a solicitation.

When IBTS responds to a solicitation from a non-participating Public Agency we will describe the availability of the Master Agreement in our response. When negotiating pricing we will utilize Master Agreement pricing or lower depending on market and competitive conditions.

Institute for Building Technology and Safety (IBTS)

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Likewise, we will advise the Public Agency of the potential to establish an OMNIA Partnership that can then be used as an alternative to the solicitation now or in the future. Sales resulting from this approach will follow regular OMNIA sales reporting processes.

To ensure this approach is widely and regularly implemented, we will train our development, marketing, and proposal teams accordingly.



**Appendix C: Dun & Bradstreet Report (for OMNIA Partners Exhibit A, Section 3.1-D.)**

Institute for Building Technology and Safety (IBTS)  
OMNIA National Contract Response



INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY - Full Company View

Saved by Randall Holubiczko | 03-29-2022

## Summary

Order Reference: holubiczko@dnb.com | Report as of: 03-29-2022 | using Currency as USD

### INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

Tradestyle(s): IBTS

**ACTIVE** **HEADQUARTERS**

**Address:** 45207 Research Pl Ste 100, Ashburn, VA,  
20147, UNITED STATES

**Phone:** (703) 481-2000

**D-U-N-S:** 07-011-0721

**In Portfolio:** No

Failure Score	Delinquency Score	Age of Business	Employees
<b>99</b> (No change since last month)	<b>94</b> (No change since last month)	<b>25 years</b> 1997 Year Started	<b>275</b> 80 (here)

#### Company Profile

**D-U-N-S**  
07-011-0721

**Legal Form**  
Corporation (US)

**History Record**  
Clear

**Ownership**  
Not publicly traded

**Mailing Address**  
United States

**Telephone**  
(703) 481-2000

**Website**  
[www.ibts.org](http://www.ibts.org)

**Present Control Succeeded**  
2002

**Annual Sales**  
US\$ 35,730,533

**Employees**  
275 (80 here)

**Age (Year Started)**  
25 years (1997)

**Named Principal**  
Ashok Goswami, CEO

**Line of Business**  
Management consulting services

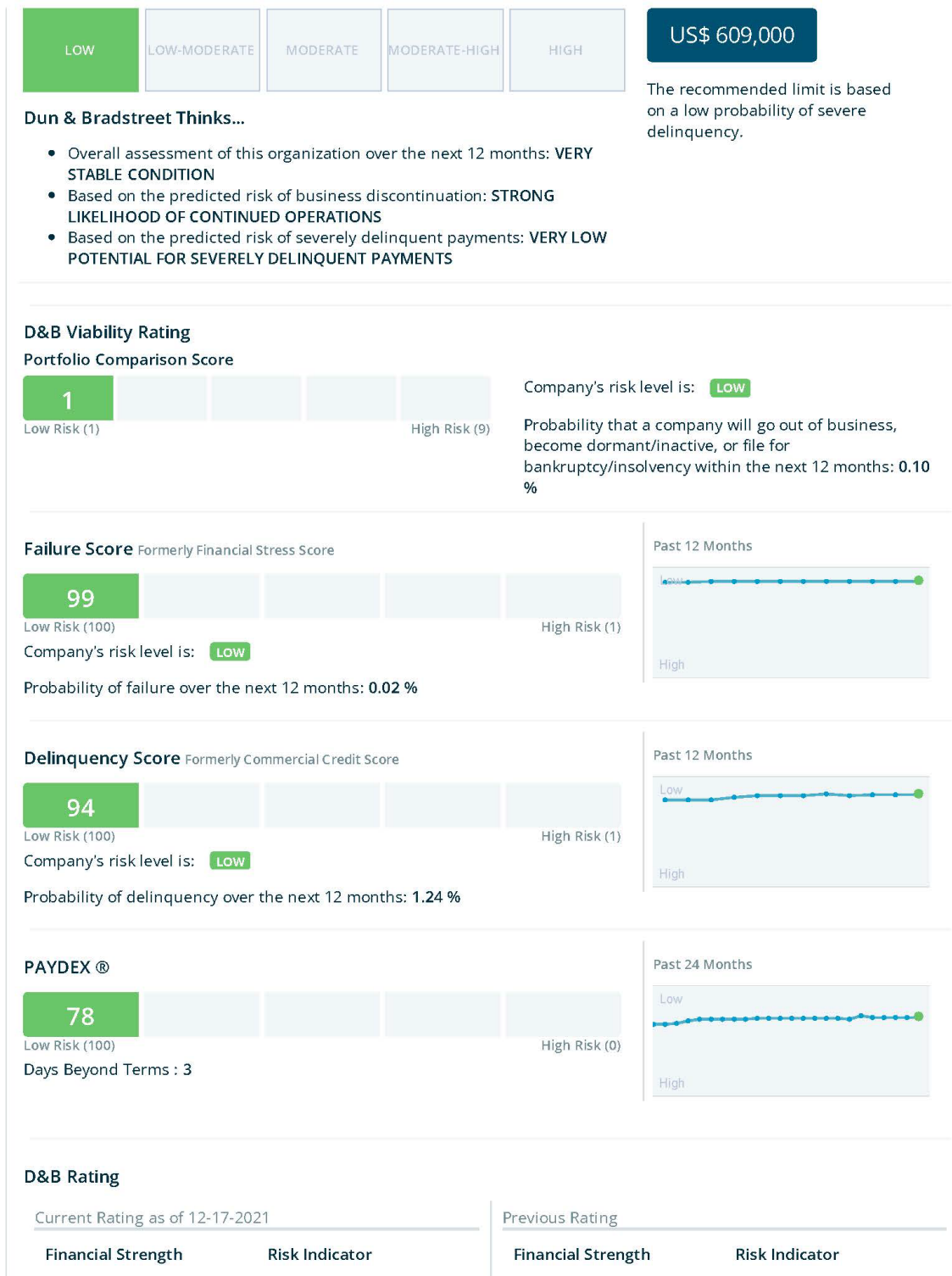
#### Risk Assessment

**Overall Business Risk**

**Maximum Credit  
Recommendation**



Institute for Building Technology and Safety (IBTS)  
OMNIA National Contract Response



Institute for Building Technology and Safety (IBTS)  
OMNIA National Contract Response

**4A** : US\$ 10,000,000 to US\$ 49,999,999 in Net Worth or Equity  
**1** : Very Low Risk

**4A** : US\$ 10,000,000 to US\$ 49,999,999 in Net Worth or Equity  
**2** : Low Risk

#### Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	15	06-14-2021

#### Trade Payments

##### Highest Past Due

**US\$ 250**

Highest Now Owing  
**US\$ 15,000**

Total Trade Experiences  
**57**

Largest High Credit  
**US\$ 20,000**

Average High Credit  
**US\$ 4,500**

#### Ownership

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent

#### Financial Overview

Source: D&B

Balance sheet Fiscal (Consolidated) 06-30-2021	Amount (In Single Units)	Last 3 Years
Total Current Assets:	US\$ 16,086,887	-
Total Current Liabilities:	US\$ 4,966,108	-
Other Asset:	US\$ 9,827,280	-
Long Term Liabilities:	US\$ 4,586,448	-
Net Worth:	US\$ 16,361,611	-
Profit & Loss Fiscal (Consolidated) 06-30-2021	Amount (In Single Units)	Last 3 Years
Net Income:	US\$ 4,536,613	-
Sales:	US\$ 35,730,533	-


#### Key Business Ratios

#### Ratio for the Business

Institute for Building Technology and Safety (IBTS)  
OMNIA National Contract Response

Key Business Ratios	Ratio for the Business
Current Ratio:	3.24

### Country/Regional Insight

**United States**  


**Risk Category**  

LOW

MODERATE

HIGH

Low Risk
High Risk

The US ban on oil, natural gas, and coal imports from Russia will fuel already-high inflationary pressures, hitting consumer sentiment and threatening growth prospects; our rating is downgraded.

## Risk Assessment

### D&B Risk Assessment

**Overall Business Risk**  

LOW

LOW-MODERATE

MODERATE

MODERATE-HIGH

HIGH

**Maximum Credit Recommendation**  

US\$ 609,000

**Dun & Bradstreet Thinks...**

- Overall assessment of this organization over the next 12 months: **VERY STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **STRONG LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **VERY LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a low probability of severe delinquency.

### D&B Viability Rating

**Portfolio Comparison Score**  

1

Low Risk {1}
High Risk {9}

**Rating Confidence Level**  

Robust Predictions

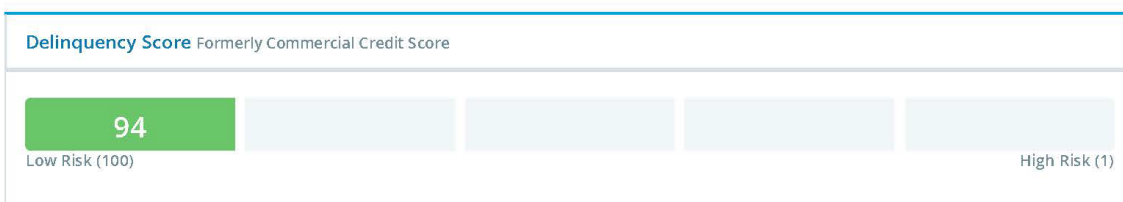
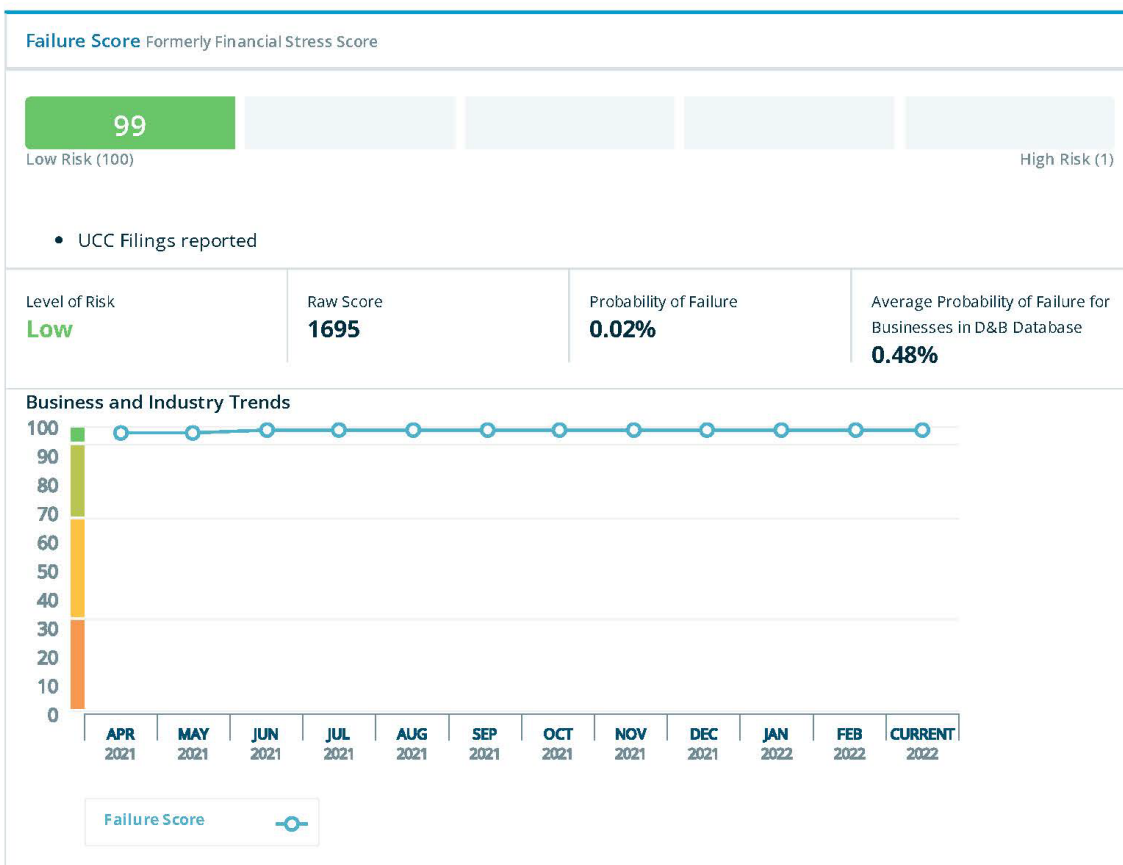
Decision Support

Directional

Basic

# Institute for Building Technology and Safety (IBTS) OMNIA National Contract Response

<b>Data Depth</b> <ul style="list-style-type: none"> <li>Rich Firmographics</li> <li>Extensive Commercial Trading Activity</li> <li>Comprehensive Financial Attributes</li> </ul>		
<b>Level of Risk</b> <b>Low</b>	Probability of becoming no longer viable <b>0.10%</b>	Percentage of businesses ranked with this score <b>23.00%</b>
Average probability of becoming no longer viable <b>0.60%</b>		



Institute for Building Technology and Safety (IBTS)  
OMNIA National Contract Response

- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months

Level of Risk <b>Low</b>	Raw Score <b>593</b>	Probability of Delinquency <b>1.24%</b>	Compared to Businesses in D&B Database <b>10.20%</b>
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Business and Industry Trends



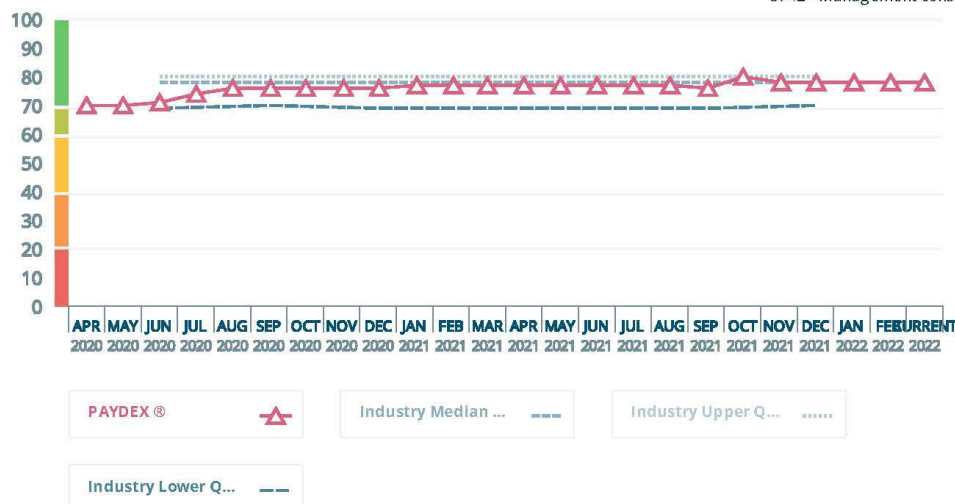
PAYDEX ®

Based on 24 months of data

78 Low Risk (100)	Risk of Slow Pay <b>Low</b>	Payment Behavior Days Beyond Terms: <b>3</b>
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Business and Industry Trends

8742 - Management consulting services



Institute for Building Technology and Safety (IBTS)  
OMNIA National Contract Response

D&B Rating			
Current Rating as of 12-17-2021		Previous Rating	
<b>Financial Strength</b>	<b>Risk Indicator</b>	<b>Financial Strength</b>	<b>Risk Indicator</b>
<b>4A</b> : US\$ 10,000,000 to US\$ 49,999,999 in Net Worth or Equity	<b>1</b> : Very Low Risk	<b>4A</b> : US\$ 10,000,000 to US\$ 49,999,999 in Net Worth or Equity	<b>2</b> : Low Risk

## Trade Payments

Trade Payments Summary (Based on 24 months of data)			
Overall Payment Behavior	% of Trade Within Terms	Highest Past Due	
<b>3</b>	<b>99%</b>	<b>US\$ 250</b>	
Days Beyond Terms			
<b>Highest Now Owning:</b> US\$ 15,000	<b>Total Trade Experiences:</b> 57	<b>Total Unfavorable Comments:</b> 0	
	Largest High Credit: US\$ 20,000	Largest High Credit: US\$ 0	
	Average High Credit: US\$ 4,500	<b>Total Placed in Collections:</b> 0	
		Largest High Credit: US\$ 0	

Trade Payments By Credit Extended (Based on 12 months of data)			
Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	0	US\$ 0	0
50,000 - 99,999	0	US\$ 0	0
15,000 - 49,999	5	US\$ 85,000	88
5,000 - 14,999	10	US\$ 82,500	100
1,000 - 4,999	10	US\$ 16,000	100
Less than 1,000	17	US\$ 5,500	100

Trade Payments By Industry (Based on 24 months of data)			

# OFFER AND ACCEPTANCE

## OFFER

### TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

Institute for Building Technology and Safety (IBTS)  
Company Name


Name: Christopher J. Fennell

45207 Research Place  
Address

Title: Chief Development Officer

Ashburn                      VA                      20147  
City                              State                      Zip

Phone: 703.851.4187

  
Signature of Person Authorized to Sign

Fax: 703.437.6432

Printed Name Christopher J. Fennell

E-mail: cfennell@ibts.org

Chief Development Officer  
Title

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 222849-02.


**CITY OF TUCSON**, a municipal corporation

Approved as to form:

Awarded:

This 28th day of December 2022

This 21st day of December 2022

 for  
As Tucson City Attorney and not personally  
personally

 for  
As Director of Business Services and not

## **6. RFQ # 222849**



**CITY OF TUCSON**  
**REQUEST FOR QUALIFICATIONS**

**222849**

**ON CALL PLAN REVIEW SERVICES**

**Due Date: Monday, May 23, 2022**

City of Tucson  
255 W Alameda St  
Tucson, AZ 85701

Procurement portal

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

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/18080>

**PUBLISH DATE: April 14, 2022**

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

**REQUEST FOR QUALIFICATIONS NO. 222849**  
Page 2 of 43  
RESPONSIBLE CONTRACT OFFICER: Maritza Felix  
PH: (520) 837-4107

**Attachments:**

A - OFFER AND ACCEPTANCE.RFQ

B - SBE Program Provisions

E - OMNIA Cooperative Language

## **A. NOTICE OF REQUEST FOR QUALIFICATIONS**

### **A.1. City of Tucson**

NOTICE OF REQUEST FOR QUALIFICATIONS NO. 222849

ON CALL PROFESSIONAL SERVICES FOR On Call Plan Review Services

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT" is conducting a competitive One-Step Process process to retain up to EIGHT (8) Firms to provide Expedited plan review services. The City is seeking firms (hereinafter referred to as "Consultant") to provide consultant services in the form of a multi-disciplinary team. The estimated annual budget for these contracts is 3,000,000.00.. Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Consultant's services will be required.

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

Questions must be addressed to the Contract Officer listed above.

**SUBMITTAL DUE DATE:** Monday, May 23, 2022AT 2:00 pm LOCAL AZ TIME

**PRE-SUBMITTAL CONFERENCE DATE:** Thursday, April 28, 2022

**TIME:** 1:00 pm

**LOCATION:** Virtual Team Meeting [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NGJmY2Y5MTQtMzI3NC00NjVhLTg1Y2UtODUwNjY2ZGU1ZTJi%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%229236485a-e235-4796-b69f-4eec05422ed4%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGJmY2Y5MTQtMzI3NC00NjVhLTg1Y2UtODUwNjY2ZGU1ZTJi%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%229236485a-e235-4796-b69f-4eec05422ed4%22%7d) Call in #: 1-213-293-2303 Conference ID#: 272 787 078#

**QUESTIONS SHALL BE DIRECTED TO:** Maritza Felix

**PHONE NUMBER:** (520) 837-4107

**EMAIL ADDRESS:** [maritza.felix@tucsonaz.gov](mailto:maritza.felix@tucsonaz.gov)

**Publication Dates:** Thursday, March 31, 2022 and Thursday, April 7, 2022 published in The Daily Territorial

## **B. INTRODUCTION**

### **B.1. Summary**

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT" is conducting a competitive ONE-STEP process to retain approximately EIGHT (8) CONSULTANTS to perform expedited plan review on an "as-needed", "if-needed" basis, as specified herein. The successful consultants may perform Internal 2nd Party Plan Review, Bundled 2nd Party Plan Review, and/or External 3rd Party Plan Review for the Planning and Development Services Department (PDSD) at COT. The successful consultants may also perform similar work for Participating Public Agencies as well as other engineering or non-engineering services. The scope of services provided by successful consultants can vary based on the expertise of each consultant.

The estimated annual budget for this project is \$3,000,000 . The estimated annual budget is not a cap; Participating Public Agencies do not have a not to exceed cap unless established by that Participating Public Agency. Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Consultant's services will be required.

### **B.2. Contact Information**

**Maritza Felix**

Senior Contract Officer

201 N Stone Avenue

6th Floor North

Tucson, AZ 85701

Email: [maritza.felix@tucsonaz.gov](mailto:maritza.felix@tucsonaz.gov)

Phone: [\(520\) 837-4107](tel:(520)837-4107)

**Department:**

Development Services

## **C. SCOPE OF WORK**

### **C.1. Introduction**

The City of Tucson, hereinafter referred to as “City”, intends to hire approximately EIGHT (8) consultants to perform expedited plan review on an “as-needed”, “if-needed” basis, as specified herein. The successful consultants may perform Internal 2nd Party Plan Review, Bundled 2nd Party Plan Review, and/or External 3rd Party Plan Review for the Planning and Development Services Department (PDSD) at COT. The successful consultants may also perform similar work for Participating Public Agencies as well as other engineering or non-engineering services. The scope of services provided by successful consultants can vary based on the expertise of each consultant.

### **C.2. Cooperative Contract- OMNIA**

The City of Tucson, as the Principal Procurement Agency, defined in Attachment E, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies locally, regionally, and/or nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment E, or as otherwise agreed to. Attachment E contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, OMNIA participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing, and sales commitments from the Consultant, OMNIA Partners provides marketing and administrative support for the Consultant that directly promotes the Consultant’s services and products to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Consultant benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Consultant’s need to respond to additional competitive solicitations. As such, the Consultant must be able to accommodate a demand for services, whether it be local, regional, or nationwide, and to fulfill

obligations as either a local, regional, or nationwide Consultant and respond to the OMNIA Partners documents (Attachment E).

The City of Tucson anticipates spending approximately \$15,000,000 over the full potential Master Agreement term for On-Call Plan Review Services. While no minimum volume is guaranteed to the Consultant, the estimated annual volume of On-Call Plan Review Services purchased under the Master Agreement through OMNIA Partners is approximately \$3,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

### **C.3. Additional and Related Work**

Although this solicitation reflects the needs and requirements of the City of Tucson, OMNIA Partners Participating Public Agencies may have differing requirements. The awarded consultant(s) may have the ability to offer their comprehensive offering to Participating Public Agencies. Services may include but are not limited to providing expedited review of plans and specifications to determine constructability and verify construction estimates; permit technician services; planning manager services; GIS services; independent cost estimating; inspection and permit services; fire planning; surveying; site review and seismic planning; consulting/management or design services; general value engineering services, and other services and/or products. These services may vary and may be performed on an as needed basis as individual Work Orders.

### **C.4. Detailed Services**

#### **A. REQUIREMENTS**

A. Consultants shall adhere to all applicable requirements while performing work under this Contract, as specified in Chapter 1 of the International Building Code, the most current and applicable building codes with the respective local amendments, Development Standards, and the Floodplain Ordinance; as well as with the applicable Arizona Revised Statutes; and any other applicable codes and manuals; as they may apply to the services provided.

B. Consultant's responsible supervisor(s) shall be registered by the State of Arizona to practice the services required herein. Plan reviewers shall be certified as such by the International Code Council (ICC) or shall be a registered architect or engineer in the State of Arizona. Registration and/or Certification number is to be submitted to Development Services annually. Participating Public Agencies in other states, may not deem plan review or other services as professional services in which case Participating Public Agencies have the discretion as to whether a registered architect or engineer is either required, a benefit, or not necessary.

#### **B. GENERAL**

A. The Consultant shall perform plan review for conformance with the applicable Trade Codes (Adopted Building, Fire, Existing Building, Electrical, Mechanical, Plumbing, Energy Conservation and Outdoor Lighting Codes), Accessibility Standards, General Plan, Land Use Code, Unified Development Code, Development Standards and Floodplain Ordinance, local ordinances, Arizona Revised Statutes, and any other relevant laws and regulations, and related functions for the City in accordance with the terms

described herein. Consultant understands and agrees that this is not an exclusive contract. The City's authorized staff will determine when to utilize the services described herein.

Other work performed for Participating Public Agencies will also conform with applicable Trade Codes, local ordinances, state statutes, and any other relevant laws and regulations, and related functions for the Participating Public Agency.

#### C. QUALITY OF WORK

A. The Consultant shall be responsible for the completeness and accuracy of all services rendered, and for the correction of all errors and omissions committed while performing said services, at no additional cost to the City of Tucson or Participating Public Agency (unless agreed to in writing by Participating Public Agency).

#### D. DOCUMENTATION

A. All calculations, notes, and documents produced by the Consultant while performing under this contract shall be presented to and shall become property of the City or Participating Public Agency. The Consultant may retain the originals and prepare copies of said documents for the City or the Participating Public Agency at the Consultant's expense.

#### E. PLANS & SPECIFICATIONS

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. The City shall provide the Consultant with one set of plans, specifications, calculations and any other related documents to the Consultant at no charge. The City may provide these documents in an electronic format.

B. Consultant may make copies of said documents, at their expense, to use as a check set and note corrections/changes required to meet the applicable codes, ordinances, etc.

C. The consultant shall retain all noted check sets and related documents for a period of at least twelve (12) months from the date of approval.

#### F. PLAN REVIEW FINDINGS AND APPROVAL

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. The Consultant, upon completion of the inspections of the review shall submit to the PDSD and the applicant, if applicable for External (3rd Party) reviews, a written itemized list, in a mutually agreed upon format, which describes all the necessary corrections. The Consultant may also make corrections in writing to the permit card information and notify the City of such.

B. Should the consultant find the submitted comments in compliance with all of the applicable codes, ordinances, etc., related to the applicable plan review, an approval letter signed by the consultant shall be forwarded to the Planning and Development Services Department and the applicant, and the consultant shall approve the appropriate plan review record and the plans.

#### G. ADVICE AND CONSULTATION

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. The Consultant shall be available, during City working hours, to the Planning and Development Services Department staff for advice and consultation services regarding the interpretation of the review documents, and review comments during the course of this Contract, at no additional expense to the City.

B. Within 24 hours upon request by the Planning and Development Services Department, the Consultant shall be available during City working hours for conference with applicants and owners to answer questions regarding the plan review comments produced under this Contract.

#### H. WORK LOCATION

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. The City will not provide any workspace, facilities, or equipment for the purpose of plan review, except for scheduled conferences and single trade Internal (2nd Party) reviews which shall may take place at PDSD.

#### I. CONFLICT OF INTEREST

A. The Consultant shall not have a private or personal interest in the plans under review. See City of Tucson Administrative Directive No. 2.02-14 for further discussion on "Conflict of interest".

#### J. INTERNAL 2ND PARTY PLAN REVIEW AND INSPECTION

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. Under an Internal 2nd Party Plan Review, the consultant shall supplement PDSD review staff to meet plan check and processing requirements. The Consultant shall be responsible for processing and/or reviewing plans for compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical Codes, Energy, Accessibility, Civil Engineering, Zoning, and Fire reviews. The City of Tucson will typically complete Civil Engineering, Zoning, and Fire reviews but may assign to the Consultant pending appropriate available expertise and at the discretion of the City. Internal 2nd Party Plan Review services shall be performed remotely except where customer service assistance is needed to support front counter operations.

B. Under an Internal 2nd Party Inspection, the consultant shall supplement PDSD inspection staff to meet field inspection requirements. The Consultant shall be responsible for inspecting projects for compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical Codes, Energy, and Accessibility inspections, Civil Engineering, Zoning, and Fire reviews. The City of Tucson will typically complete Civil Engineering, Zoning, and Fire inspections but may assign to the Consultant pending appropriate available expertise and at the discretion of the City. Internal 2nd Party Inspections services may be performed remotely except where on-site inspections are required based on inspection type or at the discretion of the City.

C. Under a fixed-rate inspection, the consultant shall perform remote video inspections for the City of Tucson. The consultant shall be responsible for verifying compliance with building and development regulations as adopted by the City of Tucson which may include any combination of Building, Plumbing, Mechanical, Electrical, Energy, and Accessibility inspections. The scope of fixed-rate inspections shall

be limited in complexity such that a comprehensive inspection can be completed in 30 minutes or less. Examples of fixed-rate inspections shall include, but not limited to, residential rooftop solar, water heater installation, residential heating and cooling equipment, and minor utility repairs. The consultant shall be responsible to provide computers, monitors, software, and associated equipment to their own staff in order to perform inspections through remote video means in a fashion that is acceptable to City of Tucson standards. The consultant shall coordinate with the City for transfer of information related to the project, approved construction documents, inspection results, inspection reports, and utility clearances as necessary. The quantity of fixed-rate inspections assigned to the consultant each day shall be agreed upon by both parties in advance and shall be no less than ten (10) remote video inspections per day.

#### K. BUNDLED 2ND PARTY PLAN REVIEW

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. When PDSD has determined that a certain project should be sent to the Consultant for a Bundled 2nd Party Plan Review, the consultant shall be notified. Electronic transfer of construction documents and supporting materials shall be arranged by the City of Tucson. Bundled 2nd Party Plan Review shall be identified in four categories as follows.

1. All Building codes review – Includes Building, Plumbing, Mechanical, Electrical, Energy, and Accessibility
2. Building and Fire
3. Building and Site – Includes Civil Engineering and Zoning
4. Building, Site, and Fire

B. Unless approved otherwise by PDSD, the plan review shall be completed no later than five (5) working days for residential and ten (10) working days for commercial plans with valuations up to \$2,000,000.00 from the date of notification. The review period for plans having a valuation over \$2,000,000.00 shall be twenty (20) working days or negotiated prior to issuance of the notice to proceed.

Failure to meet the established review deadlines may be cause for the City seeking contractual remedies including and up to contract termination.

C. It is the City's intent to issue work assignments to a pool of up to EIGHT (8) consultants on a rotating/sequential basis as needed. Should the consultant not be able to perform such services, for any reason, at the time of assignment, then the work may be assigned to the next consultant in line, and the Consultant shall be moved to the bottom of the list.

However, circumstances may warrant that work assignments may not be issued on a rotating/sequential basis and instead shall be issued in a manner that is in the best interest of the City.

In some cases, a single-trade review will be requested by PDSD. Those reviews will be considered Internal 2nd Party Plan Review process at an hourly rate.

#### L. EXTERNAL 3RD PARTY PLAN REVIEW

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

A. Any permit applicant, pending PDSD approval, may be allowed to use the Consultants services under an External or 3rd Party Plan Review. The consultant shall contract independently with the applicant and the review fee will be negotiated between the review agency and the client (not PDSD). The consultant's contract shall identify in addition:

1. PDSD reserves the right to limit by valuation any plan or project taken to 3rd Party.
2. Valuations are determined by the PDSD Director.
3. Plans shall be submitted to PDSD and must indicate which reviews are being completed by the 3rd party, and have the contract signed prior to review by the review agency.
4. If an applicant chooses to use third party plan review, they must use an entity which is on the PDSD list of active 3rd party plan review agencies.
5. If an applicant uses 3rd party review, they are responsible for:
  - a. Tracking their plan at the 3rd party review agency.
  - b. Obtaining review comments from the 3rd party review agency and not Development Services.
  - c. Managing the review performance of the 3rd party plan review agency since in most instances the 3rd party plan review agency will require the execution of a separate contract between itself and the party utilizing their services.
  - d. Dealing with any payment, timing of review, or quality of review disputes arising from use of 3rd party plan review or the third-party plan review agency.

### **C.5. III. COMPENSATION AND METHOD OF PAYMENT FOR INTERNAL (2ND PARTY) SERVICES**

The below items are from the City of Tucson for City of Tucson work. Participating Public Agencies may have differing requirements.

#### **A. INTERNAL (2ND PARTY) PLAN REVIEW AND INSPECTIONS FOR PDSD**

A. In consideration of the performance of the services described in the Scope of Services, the City shall pay the Contractor a fee based on either the PDSD standard hourly rate sum or according to the following rates of compensation, as may be applicable to the particular area or areas contracted for by the City:

1. Bundled Plan review: to be negotiated
2. Partial Reviews:
  - Building (Structural, Architectural, and Accessibility) at 40% of the plan review fee as established, and as may be revised by the City.
  - Electrical (Electrical and Outdoor Lighting) at 10% of the plan review fee as established, and as may be revised by the City.
  - Plumbing, Mechanical, and Energy Conservation at 10% each of the plan review fee as established, and as may be revised by the City.
  - Fire at 10% of the plan review fee as established, and as may be revised by the City.

- Site at 25% of the plan review fee as established, and as may be revised by the City

### 3. Fixed-rate Inspections:

Remote video inspections for limited scope projects as outlined in Section II shall be performed at a rate of \$35 per inspection, and as may be revised by the City.

### B. INVOICING

A. The invoice, valuation table and/or the hourly rate of review and number of review hours are to be provided at the time the plans are returned to Development Service. The Planning and Development Service activity number, and the address of the project are to be clearly stated on the invoice.

## D. INSTRUCTIONS TO OFFERORS

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

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

**City:** The City of Tucson, Arizona

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

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

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

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

**May:** Indicates something that is not mandatory but permissible.

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

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

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

### D.2. PRE-SUBMITTAL CONFERENCE

If scheduled, the date and time of a Pre-submittal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-submittal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Qualifications due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Qualifications 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 may issue a written amendment to the Request for Qualifications. Oral statements or instructions will not constitute an amendment to this Request for Qualifications.

### D.3. INQUIRIES

Any question related to the Request for Qualifications shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in

writing. Offerors are encouraged to submit written questions via electronic mail, at least five days prior to the submittal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Qualifications number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Qualifications will be binding.

#### **D.4. AMENDMENT OF REQUEST FOR QUALIFICATIONS**

The Offeror shall acknowledge receipt of a Request for Qualifications Amendment by signing and submitting the document through the City's online bidding system by the specified due date and time.

#### **D.5. FAMILIARIZATION OF SCOPE OF WORK**

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

#### **D.6. PREPARATION OF STATEMENT OF QUALIFICATIONS**

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

## **D.7. SUBMITTAL FORMAT**

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

## **D.8. EXCEPTIONS TO CONTRACT PROVISIONS**

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

## **D.9. PUBLIC RECORD**

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

## **D.10. CONFIDENTIAL INFORMATION**

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

## **D.11. CERTIFICATION**

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

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

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

## **D.12. WHERE TO SUBMIT STATEMENT OF QUALIFICATION**

Statement of Qualifications for the specified material or service shall be received electronically by the Business Services Department at <https://www.tucsonaz.gov/bsd/> until the date and time cited.

Offerors shall submit their statement of qualifications to the Business Services Department on or before the day and hour set for the Submittal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link:

<https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf>.

## **D.13. LATE SUBMITTALS**

Late submittals will be rejected.

## **D.14. OFFER PERIOD**

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

## **D.15. WITHDRAWAL OF SUBMITTAL**

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

## **D.16. CONTRACT NEGOTIATIONS**

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

## **D.17. VENDOR APPLICATION**

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

## **D.18. CITY OF TUCSON BUSINESS LICENSE**

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).

## **D.19. 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.

## **D.20. AWARD OF CONTRACT**

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

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

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

## **D.21. SUBMITTAL RESULTS**

The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

## **D.22. PROTESTS**

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Qualification shall be received at the Business Services Department not less than five (5)

working days before the Request for Qualification 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 Qualification or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

## **D.23. REQUEST FOR QUALIFICATION**

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

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

## **E. SELECTION PROCESS**

### **E.1. SELECTION PROCESS**

The selection process is provided below:

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

## **F. SPECIAL TERMS AND CONDITIONS**

### **F.1. CONTRACT TERM AND RENEWAL**

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

### **F.2. SOFTWARE COMPATIBILITY**

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

### **F.3. NOTICE TO PROCEED**

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

### **F.4. PRINCIPAL CONSULTANT'S RESPONSIBILITY**

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

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

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

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

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

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

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

#### **F.5. DRAWING, STANDARD DETAILS, ETC.**

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

#### **F.6. ADVICE AND CONSULTATION**

The Consultant shall be available to the City for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.

#### **F.7. PUBLIC HEARINGS**

The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.

#### **F.8. TIME RECORDS**

The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The City shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

#### **F.9. WORK SCHEDULE**

The consultant shall adhere to any and all work schedules developed under this contract. The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Consultant is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised

schedule and submit the same to the City for review and approval. It shall be the sole option of the City to approve any such requests. The City shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.

## **F.10. ADDITIONAL COMPENSATION**

The Contractor shall submit a written proposal and secure the City Director of Business Services' written approval of same prior to the performance by the Consultant of any work for which additional compensation will be requested.

Without the City Director of Business Services' prior written approval of the proposed work and the fee therefore, the City will not consider payment of any sums other than those already set forth under this Contract.

## **F.11. OTHER CONTRACTS**

The City may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other contractors and consultants and with City employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other contractors.

## **F.12. COMPENSATION AND METHOD OF PAYMENT**

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

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

## **F.13. INVOICING**

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

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

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

## **F.14. SBE PROGRAM REQUIREMENTS**

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

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

The SBE Plan must include:

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

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

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

See APPENDIX A - SBE Program Provisions for Professional Services

## **F.15. COOPERATIVE PURCHASING**

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

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

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

## **F.16. KEY PERSONNEL**

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

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

## **F.17. DIRECT EXPENSES**

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

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

Travel expenses are limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Contractor is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Contractor shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

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

## **F.18. RATE ADJUSTMENT**

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

## **F.19. SECURITY REQUIREMENT**

By acceptance of this contract, the Consultant agrees that, at the City's sole discretion, any and all Consultant employees, or sub-consultants, who will perform services on site at designated secure facilities, including but not limited to Tucson Water Department (TW) facilities, must successfully pass a background check and be issued appropriate identification prior to commencement of work at subject facilities.

## **G. INSURANCE REQUIREMENTS**

### **G.1. INSURANCE PROVISIONS OVERVIEW**

The Contractor agrees to:

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

### **G.2. Commercial General Liability**

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

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

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

Personal and Advertising Injury: \$1,000,000

Blanket Contractual Liability: \$1,000,000

### **G.3. Commercial Automobile Liability**

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

Combined Single Limit: \$1,000,000

### **G.4. Worker's Compensation (Applicable to the State of Arizona)**

Per Occurrence: Statutory

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

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

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

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

### **G.5. Professional Liability (Errors & Omissions)**

Each Claim: \$1,000,000

Annual Aggregate: \$2,000,000

### **G.6. CLAIMS MADE INSURANCE COVERAGE**

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

### **G.7. ADDITIONAL INSURANCE REQUIREMENTS**

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

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

### **G.8. NOTICE OF COVERAGE MODIFICATIONS**

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

### **G.9. ACCEPTABILITY OF INSURERS**

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

### **G.10. VERIFICATION OF COVERAGE**

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

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

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

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

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

## **G.11. SUBCONTRACTORS**

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

## **G.12. EXCEPTIONS**

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

## **H. STANDARD TERMS AND CONDITIONS**

### **H.1. ADVERTISING**

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

### **H.2. AFFIRMATIVE ACTION**

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

### **H.3. 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, et seq.) and applicable Federal regulations under the Act.

### **H.4. APPLICABLE LAW**

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

### **H.5. ARBITRATION**

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

### **H.6. ASSIGNMENT-DELEGATION**

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

### **H.7. CHILD/SWEAT-FREE LABOR POLICY**

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

## **H.8. 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.

## **H.9. COMMENCEMENT OF WORK**

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

## **H.10. CONFIDENTIALITY OF RECORDS**

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

## **H.11. CONFLICT OF INTEREST**

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

## **H.12. CONTRACT MODIFICATIONS**

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

## **H.13. CONTRACT AMENDMENTS**

The Business Services Department has the sole authority to:

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

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

#### **H.14. CONTRACT**

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

#### **H.15. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH**

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

#### **H.16. 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.

#### **H.17. EXCLUSIVE POSSESSION**

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

#### **H.18. FEDERAL IMMIGRATION LAWS AND REGULATIONS**

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

shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

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

## **H.19. FORCE MAJEURE**

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

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

## **H.20. GRATUITIES**

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

## **H.21. HUMAN RELATIONS**

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

## **H.22. INDEMNIFICATION**

INDEMNIFICATION: To the fullest extent permitted by law, Consultant, 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, reasonable 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 Consultant relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subconsultant 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 Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City.

If Consultant or any of Consultant's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Consultant shall indemnify the City from and shall pay any assessed tax penalty.

## **H.23. INDEPENDENT CONTRACTOR**

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

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

## **H.24. INSPECTION AND ACCEPTANCE**

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

## **H.25. INTERPRETATION-PAROLE EVIDENCE**

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

## **H.26. 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.

## **H.27. LIENS**

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

## **H.28. NO REPLACEMENT OF DEFECTIVE TENDER**

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

## **H.29. 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.

## **H.30. 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.

## **H.31. PATENT INFRINGEMENT**

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

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

## **H.32. PAYMENT**

The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices

by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, 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.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

### **H.33. PROTECTION OF GOVERNMENT PROPERTY**

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

### **H.34. PROVISIONS REQUIRED BY LAW**

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

### **H.35. RECORDS**

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

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

### **H.36. RIGHT TO ASSURANCE**

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

### **H.37. RIGHT TO INSPECT**

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

### **H.38. RIGHTS AND REMEDIES**

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

### **H.39. SEVERABILITY**

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

### **H.40. SHIPMENT UNDER RESERVATION PROHIBITED**

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

### **H.41. SUBCONTRACTS**

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

### **H.42. SUBSEQUENT EMPLOYMENT**

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

## **H.43. SUSPENSION OF WORK**

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

## **H.44. TERMINATION OF CONTRACT**

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

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

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

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

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

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

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

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

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

## **H.45. TITLE AND RISK OF LOSS**

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

## **H.46. WARRANTIES**

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

## I. VENDOR QUESTIONNAIRE

### I.1. Forms to be filled out.

#### Cover Letter\*

Please upload your Cover Letter.

\*Response required

#### Statement of Qualifications in response to the Evaluation Criteria\*

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

\*Response required

#### Offer Page\*

Please upload your offer page. Providing contact information and signed requiring that the selected firm agree to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

\*Response required

### I.2. Business License

#### Does your firm have a business license?

☐ Yes

☐ No

 If yes, please upload the business license here.

## J. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Experience and Qualifications of Team</b></p> <p>A. Provide experience and qualifications of key team members including any licenses, registrations, or certifications applicable to the proposed work. Identify team experience on similar projects and the extent of team involvement including time commitment. Additionally, provide any other applicable details, licenses, or other applicable information as it relates to work that can be performed outside of Arizona. Please include the following:</p> <ul style="list-style-type: none"> <li>• Responsible principal and primary staff shall present evidence of “hands on” experience in site design, engineering, hydrology, and structural design and code review of the following disciplines: planning, floodplain, technical building codes, accessibility guidelines and Development Standards.</li> <li>• Demonstrate specific experience and qualifications in Electrical, Plumbing and Mechanical review.</li> </ul> <p>B. Provide a response to the national or regional program.</p> <p>Include a detailed response to Attachment I, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national or regional presence, describe how Offeror will educate its staff and sales force about the contract, describe how products and services will be distributed nationwide or regionally, include a plan for marketing the products and service nationwide or across the region, and describe how volume will be tracked and reported to OMNIA Partners.</p> <p>b. Should the successful Offeror participate in the cooperative program, Offeror will be required to sign Attachment I, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to the OMNIA Partners Administration Agreement.</p> <p>c. Include any additional sample agreements that a Participating Public Agency may be required to sign.</p> <p>d. The intent of this solicitation is to establish national or regional contract(s). If an Offeror is unable to propose a national program due to conflicts with legal obligations or coverage area, Offeror may indicate so and propose a regional or direct solution. The City of Tucson will evaluate responses in their</p>	Points Based	30 (30% of Total)
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	entirety and determine award based on the most qualified proposal.		
2.	<p><b>Services and Qualifications of Firm</b></p> <p>A. Submit qualifications of the firm and explain why your firm is especially well qualified to perform the required services. Please identify the internal policies and procedures that will be used to assure a quality product and completion of the project on schedule and within budget. Include qualifications of any critical subconsultants or subcontractors. Please include the following items in your response:</p> <ul style="list-style-type: none"> <li>• List any specific qualifications in supplying the specified services, including professional registration numbers and the ICC and AICP certificate numbers.</li> </ul> <p>B. Please provide a description of all the services your firm can provide.</p>	Points Based	25 (25% of Total)
3.	<p><b>Available Resources to Complete the Project</b></p> <p>A. Describe the analytical tools, resources or methodologies commonly used by your firm that may be applicable to the project categories. Indicate the availability of the resources. Submit a typical Organizational Chart of personnel to be assigned to a project together with the specific aspects of the project to which the designated individual will be involved. The chart should show the estimated time commitments of project manager and core project staff as a percentage of the unit total time for a project. The chart should clearly show if team members are from local or other offices or from associated firms. Describe internal measures that will be used to ensure timely completion.</p>	Points Based	25 (25% of Total)
4.	<p><b>Firm Experience on Similar Projects</b></p> <p>A. Provide the experience of the proposed firm on similar contracts. Identify type and location of similar work to illustrate the work quality. List specific references that may be contacted. Include contact information. Show how the experience relates to the categories outlined.</p>	Points Based	20 (20% of Total)

## OFFER AND ACCEPTANCE

### OFFER

**TO THE CITY OF TUCSON:**

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

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

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

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

Awarded:

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
As Tucson City Attorney and not personally  
personally

\_\_\_\_\_  
As Director of Business Services and not

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>3190 Fairview Park Dr. Ste 400</b> <b>Falls Church, VA 22042</b> <b>703 698-0788</b>		<b>CONTACT NAME:</b> <b>Stephanie Johnson</b> <b>PHONE (A/C, No, Ext):</b> <b>202-424-2735</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>stephanie.johnson@usi.com</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
		<b>INSURER A : Hartford Accident and Indemnity Co</b> <b>22357</b>	
		<b>INSURER B : North River Insurance Company</b> <b>21105</b>	
		<b>INSURER C : Redwood Fire and Casualty Insurance Co.</b> <b>11673</b>	
		<b>INSURER D : Pacific Insurance Company Ltd</b> <b>10046</b>	
		<b>INSURER E : Hartford Casualty Insurance Company</b> <b>29424</b>	
		<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>42UUNNL3209</b>	<b>11/01/2022</b>	<b>11/01/2023</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>E</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp - \$1,000 <input checked="" type="checkbox"/> Coll - \$1,000			<b>42UENNL3138</b>	<b>11/01/2022</b>	<b>11/01/2023</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			<b>5821198857</b>	<b>11/01/2022</b>	<b>11/01/2023</b>	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>INWC311307</b>	<b>11/01/2022</b>	<b>11/01/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>D</b>	<b>Prof Liab</b>			<b>83OH042536422</b>	<b>11/01/2022</b>	<b>11/01/2023</b>	<b>\$2,000,000/\$100,000 Ded</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Tucson and its agents, officials or employees, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

**City of Tucson**  
**255 W. Alameda, 6 th Floor**  
**Tucson, AZ 85701**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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## DESCRIPTIONS (Continued from Page 1)

Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## **2. Exclusions**

This insurance does not apply to:

### **a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### **b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### **c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### **d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### **e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2) Any loss, cost or expense arising out of any:**

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

#### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

### l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

### m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

### n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Discrimination Or Humiliation**

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

### **1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### **2. Each of the following is also an insured:**

#### **a. Employees and Volunteer workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

#### **(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

#### **(2) "Property damage" to property:**

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### **b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### **c. Temporary Custodians of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### **d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors of Land or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal and Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

### **d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### **b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

###### **(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

###### **(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

###### **(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

###### **(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

###### **(5) Property Damage to Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage **A** - Bodily Injury And Property Damage Liability;

###### **(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

#### **(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

##### **(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### **(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## **6. Representations**

### **a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

### **b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

## **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## **8. Transfer Of Rights Of Recovery Against Others To Us**

### **a. Transfer of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

## **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## **SECTION V – DEFINITIONS**

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

**6. "Coverage territory" means:**

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:
  - (1)** Goods or products made or sold by you in the territory described in **a.** above;
  - (2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
  - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".**

**8. "Employment-Related Practices" means:**

- a.** Refusal to employ a person;
- b.** Termination of a person's employment; or
- c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

**9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.**

**10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.**

**11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:**

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a.** The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b.** Your fulfilling the terms of the contract or agreement.

**12. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

**b.** A sidetrack agreement;

**c.** Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

**e.** An elevator maintenance agreement;

**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

**(1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

**(a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

**(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**14. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b.** While it is in or on an aircraft, watercraft or "auto"; or
  - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b.** Vehicles maintained for use solely on or next to premises you own or rent;
  - c.** Vehicles that travel on crawler treads;
  - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1)** Power cranes, shovels, loaders, diggers or drills; or
    - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2)** Cherry pickers and similar devices used to raise or lower workers;
  - f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.  
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - (1)** Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
      - (a)** Snow removal;
      - (b)** Road maintenance, but not construction or resurfacing; or
      - (c)** Street cleaning;
    - (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a.** False arrest, detention or imprisonment;
  - b.** Malicious prosecution;
  - c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d.** Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e.** Oral, written or electronic publication of material that violates a person's right of privacy;
  - f.** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g.** Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard":
- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1)** Products that are still in your physical possession; or
    - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a)** When all of the work called for in your contract has been completed.
      - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**b.** Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**20.** "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a.** Stored as or on;
- b.** Created or used on; or
- c.** Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**23.** "Volunteer worker" means a person who

- a.** Is not your "employee";
- b.** Donates his or her work;
- c.** Acts at the direction of and within the scope of duties determined by you; and
- d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**25.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2)** The providing of or failure to provide warnings or instructions.