



CITY OF PHOENIX

HOUSING DEPARTMENT

**Melanie Bynoe Torzala
Procurement Officer**

**251 W. Washington Street
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**INVITATION FOR BID
IFB FY23-86-01 (MBT)**

**Fence Supply and Service (Federally Funded)
REQUIREMENTS CONTRACT**



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Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECKLIST

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in the Submittal section.
- Included signed addenda if any.
- Included one (1) original PDF copy submitted electronically via email; the Offer as indicated in the Submittal section.
- The electronic submission via email must have the solicitation number on the subject line.
- The body of the email must clearly show your company name and address, the solicitation number, solicitation title, and the Offer opening date.
- All items listed in Section VI-Submittals are included.
- Email the response timely – City must receive Offers no later than the date and time indicated in the Schedule of Events or addenda.



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1. DESCRIPTION – STATEMENT OF NEED - TERM:

- 1.1. The City of Phoenix invites sealed offers for Fence Supply and Service For the Housing Department for a five-year period commencing May 1, 2023.
- 1.2. Housing Department owns several residential homes and apartment buildings throughout the City. It is the responsibility of the Housing Department’s Scattered Sites Division to update these homes and maintain the apartment and commercial buildings which include the fences.
- 1.3. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.4. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION: Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE	LOCATION
Solicitation Issue Date	July 18, 2022	
Pre-Offer Conference	July 25, 2022, 10:00 a.m.	WebEx (see link below)
Written Inquiries Due Date	July 30, 2022, 3:00 p.m.	Hou.procurement@phoenix.gov
Offer Due Date	August 16, 2022, 1:00 p.m.	Hou.procurement@phoenix.gov

The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.



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When it's time, join your Webex meeting here.

Join from the meeting link

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m1b996fa9f0937ea8764f86c51dc eb2a8>

Join by meeting number

Meeting number (access code): 2450 689 6663

Meeting password: P3FuJyPUs97

Tap to join from a mobile device (attendees only)

[+1-415-655-0001,,24506896663##](tel:+1-415-655-0001,,24506896663##) US Toll

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Join from a video system or application

Dial [24506896663@cityofphoenix.webex.com](tel:24506896663@cityofphoenix.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial [24506896663.cityofphoenix@lync.webex.com](tel:24506896663.cityofphoenix@lync.webex.com)

4. PREPARATION OF OFFER:

- 4.1. All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 4.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
- 4.3. All time periods stated as a number of days will be calendar days.
- 4.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 4.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.



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- 4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 4.4.4. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
 - 4.4.5. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
 - 4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
 - 4.4.7. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.
5. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Housing Department, Management Services, 251 W. Washington Street 4th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their offer.
6. **EXCEPTIONS:** Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's



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sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer. See Inquiries and Schedule of Events.

7. **INQUIRIES:** All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented **in writing**.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

8. **ADDENDA:** The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.
9. **BUSINESS IN ARIZONA:** The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.
10. **LICENSES:** If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.
11. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page(s), Offeror certifies:
- The submission of the offer did not involve collusion or other anti-competitive practices.
 - The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
 - 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, or service to a public servant in connection with the submitted offer.



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- 12. SUBMISSION OF OFFER:** Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must include the solicitation number on the subject line of the email when submitting their bid. Bids must contain:

- 12.1. Offeror's Address (as shown on the Certification Page)
- 12.2. Solicitation Number
- 12.3. Solicitation Title
- 12.4. Offer Opening Date

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

- 13. WITHDRAWAL OF OFFER:** At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.

- 14. OFFER RESULTS:** Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has reviewed the offers, the City will post an award recommendation on the website. By signing and submitting its offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

- 15. PRE-AWARD QUALIFICATIONS:**

15.1 Offeror must have been in operation a minimum of three years. The Offeror's normal business activity during the past three years will have been for providing the goods or services in this solicitation. (This information must be provided in The Submittal section, Years in Business and Customer Reference Listing of this solicitation.)



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15.2 Upon notification of an award the Offeror will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

16. AWARD OF CONTRACT:

16.1 Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

16.2 Factors that may be considered by the City include:

16.2.1 Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,

16.2.2 Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,

16.2.3 Safety record, including complaints or investigations; and,

16.2.4 Offeror history of complaints, and termination for convenience or cause, litigation or lawsuits.

16.3 Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

16.4 A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

17. **CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:** The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein waives any right to object now or at any future time, before any



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agency or body, including but not limited to, the City Council of the City of Phoenix or any court.

18. SOLICITATION TRANSPARENCY POLICY:

18.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents(including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation

18.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

18.3. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

18.4. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

18.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.



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18.6. “To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

19. PROTEST PROCESS:

19.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.

19.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

19.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

19.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City’s website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

19.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

19.5.1. Identification of the solicitation number;

19.5.2. The name, address and telephone number of the protester;



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- 19.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 19.5.4. The form of relief requested; and
 - 19.5.5. The signature of the protester or its authorized representative.
- 19.6.** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.
- 20. PUBLIC RECORD:** All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.
- 21. LATE OFFERS:** Late Offers Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.



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- 22. RIGHT TO DISQUALIFY:** The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.
- 23. CONTRACT AWARD:** The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.
- 24. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**
- 24.1.** Offers will be reviewed for documentation of any required qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 24.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.
- 24.3.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 25. EQUAL LOW OFFER:** Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.



SECTION II – STANDARD TERMS AND CONDITIONS

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

- Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
- Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
- May:** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

- “A.R.S.”** Arizona Revised Statute
- “Buyer” or “Procurement Officer”** City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
- "City"** The City of Phoenix
- "Contractor"** The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Contract” or “Agreement"** The legal agreement executed between the City of Phoenix, AZ and the Contractor.
- “Days”** Means calendar days unless otherwise specified.
- “Deputy Finance Director”** The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.



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“Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“Offer”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor or Seller”	A seller of goods or services.

2. CONTRACT INTERPRETATION:

2.1. APPLICABLE LAW: This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:



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- 2.2.1. Federal terms and conditions, if any
- 2.2.2. Special terms and conditions
- 2.2.3. Standard terms and conditions
- 2.2.4. Amendments
- 2.2.5. Statement or scope of work
- 2.2.6. Specifications
- 2.2.7. Attachments
- 2.2.8. Exhibits
- 2.2.9. Instructions to Contractors
- 2.2.10. Other documents referenced or included in the Solicitation

- 2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.6. PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to



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supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. RECORDS: All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

3.2. DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY: In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.



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For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

For a Contractor with more than 35 employees: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and



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employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3.3.1. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.3.2. Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

3.4. LEGAL WORKER REQUIREMENTS: The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

3.4.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

3.4.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract

3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.



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The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

- 3.6. COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- 3.7. LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

- 3.8. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

- 3.9. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4. COSTS AND PAYMENTS:

- 4.1. GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of



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goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply



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to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

4.8. F.O.B. POINT: All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

5. **CONTRACT CHANGES:**

5.1. CONTRACT AMENDMENTS: Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

5.2. ASSIGNMENT - DELEGATION: No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

5.3. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

6. **RISK OF LOSS AND LIABILITY:**

6.1. TITLE AND RISK OF LOSS: The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

6.2. 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 will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.



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- 6.3. FORCE MAJEURE:** Except for payment of sums due, neither party will 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 will 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 will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will 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.

- 6.4. LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.
- 6.5. CONTRACT PERFORMANCE:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.



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- 6.6. DAMAGE TO CITY PROPERTY:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

7. CITY'S CONTRACTUAL RIGHTS:

- 7.1.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.

- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the



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seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

- 7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.
- 8. CONTRACT TERMINATION:**
- 8.1. GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 8.2. CONDITIONS AND CAUSES FOR TERMINATION:**
- 8.2.1** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will 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. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.



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8.2.2 The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

8.3. CONTRACT CANCELLATION: All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

9. **STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:** In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that



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was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

10. **TAX INDEMNIFICATION:** Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.
11. **TAX RESPONSIBILITY QUALIFICATION:** Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.
12. **NO ISRAEL BOYCOTT:** If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.



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1. **PRICE:** All labor rate prices submitted will be firm and fixed for the first initial year of the contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with 30 calendar days advance notice. Requests will be accompanied with written documentation such as published indexes confirming the labor rate increase. The City of Phoenix will be the sole judge in determining the allowable increase amount. Price adjustment requests will be sent to the Procurement Officer and should reference the solicitation or contract number. Price increases agreed to by any staff other than Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director or Department Director.
2. **METHOD OF ORDERING (PURCHASE ORDERS):** Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
3. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov (with a carbon copy to HOU.AP@phoenix.gov) and must include the following:
 - City purchase order number or shopping cart number,
 - Material items are listed individually by the written description and part number with the Contractor's original invoice for verification.
 - Labor unit rate extended and totaled.
 - Quantity ordered, back ordered, and shipped.
 - Invoice number and date.
 - Requesting department name and "ship-to" address.
 - Payment terms.
 - FOB terms.
 - Remit to address
4. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period.
5. **PARTIAL PAYMENTS:** Partial payments are not authorized on individual written purchase orders. Payment will be made for deliveries made and accepted by the City. Payment will be made only for the actual number of items or services received and accepted by the City.



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6. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
7. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.
8. **COOPERATIVE AGREEMENT:** The City reserves the right to use this contract Citywide – other departments may use this contract upon both parties signing an amendment. In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at [S.A.V.E. | Maricopa County, AZ](#) and then click on Contracts, “S.A.V.E.” listing and “ICPA”. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.
9. **VENDOR PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). If Contractor’s legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
10. **PROCUREMENT REPORTS:** Contractor will submit annual reports in an electronic format acceptable to the City during the term of this contract and any extensions commencing one month after start period. These reports are due by the fifteen day of the month following. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.



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11. **CONTRACTOR ASSIGNMENTS:** The Contractor hereby agrees that any of its employees who may be assigned to City sites to satisfy obligations under this contract will be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and will perform no work at other City of Phoenix facilities. In the event that other services, in addition to or separate from the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.
12. **POST AWARD CONFERENCE:** A post-award conference will be held by the Department prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.
13. **SUSPENSIONS OF WORK:** The Department reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.
14. **PERFORMANCE INTERFERENCE** - Contractor will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

Department Contact: Information will be provided after the award of the contract
Phone: Information will be provided after the award of the contract
Email: Information will be provided after the award of the contract

15. **CLEANING:** The Contractor will keep the premises clean of all rubbish and debris generated by the work involved and will leave the premises neat and clean. All surplus material, rubbish, and debris will be disposed of by the Contractor at their expense. The work area will be cleaned at the end of each work day.

All materials, tools, equipment, etc., will be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public will be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the City's Department Contract will be consulted.

16. **HOURS OF WORK:** All work under this contract will be coordinated with the Department contact. Any changes to the established schedule must have prior written approval by the City's Department Contact.



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- 17. TYPES OF WORK SUPERVISION:** The Contractor will provide on-site supervision and appropriate training to assure competent performance of the work and the Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this contract. Contractor's job manager, supervisor, and at least one employee on-site must be able to read chemical labels, job instructions, and signs, as well as converse in English with management personnel.
- 18. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:**
- 18.1. Contractor and Subcontractor Workers Background Screening:**
- 18.1.1. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise addressed in the Scope of Work.
 - 18.1.2. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
 - 18.1.3. The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.
 - 18.1.4. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
 - 18.1.5. Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.
- 18.2. Background Screening Level:** Because of the varied types of services performed, the City has established two levels of risk and associated



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background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.

18.3. Maximum Risk Level: A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- 18.3.1. work directly with vulnerable adults or children, (under age 18); or
- 18.3.2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 18.3.3. unescorted access to:
- 18.3.4. City data centers, money rooms, high-value equipment rooms; or
- 18.3.5. unescorted access to private residences; or
- 18.3.6. access to critical infrastructure sites/facilities; or
- 18.3.7. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

18.4. Requirements: The background screening for maximum risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may change with the scope of work.

18.5. Additional Maximum Risk Background Checks: Maximum screening will additionally require:

- 18.5.1. Credit Check (for cash handling, accounting, and compliance positions only)
- 18.5.2. Driving records (for driving positions only)
- 18.5.3. Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a CJIS location.)

18.6. Maximum Risk Background CJIS Check Must Include:

- 18.6.1. Criminal records - Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies).
- 18.6.2. Sexual offender search
- 18.6.3. All outstanding warrants
- 18.6.4. Currently the focus of a criminal investigation
- 18.6.5. Currently on parole or probation



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18.7. Maximum Risk Background Check for Child Care Staff Member:

- 18.7.1. A Federal Bureau of Investigation fingerprint check using Next Generation Identification;
- 18.7.2. A search of the National Crime Information Center's National Sex Offender Registry; and
- 18.7.3. A search of the following registries, repositories, or databases in the State where the child care staff member resides and each State where resided during the preceding five years:
- 18.7.4. State criminal registry or repository, with the use of fingerprints being:
 - Required in the State where the staff member resides;
 - Optional in other States;
 - State sex offender registry or repository; and
 - State-based child abuse and neglect registry and database.

18.8. Contractor Certification; City Approval of Maximum Risk Background Screening:

- 18.8.1. Unless otherwise provided for in the Scope Contractor will be responsible for:
 - 18.8.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
 - 18.8.1.2. submitting results to the city for approval; and,
 - 18.8.1.3. for reviewing the results of the background check every five years; and,
 - 18.8.1.4. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 18.8.1.5. Submitting the list of qualified Contract Workers to the contracting department; and,
 - 18.8.1.6. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- 18.8.2. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.



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- 18.8.3. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- 18.8.4. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- 18.8.5. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- 18.8.6. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- 18.8.7. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.

18.9. Terms of This Section Applicable to all of Contractor’s Contracts and Subcontracts: Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

18.10. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City’s entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this Agreement or Contractor’s failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this



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Agreement.

18.11. Continuing Duty; Audit: Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a maximum risk background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

18.11.1. For any childcare or health worker positions, Contractor is required to send the City updated background checks every three years from the date of the first checks, regardless of the length of the contract.

18.12. Variances and Exemptions:

18.12.1. There are federal and state regulations that necessitate an exemption from this policy. Contract Workers who fall under the following areas may be considered exempt from this policy

- Federal Homeland Defense Bureau (e.g. Aviation, Housing, Transit, Police and Fire Departments).
- Transportation Security Administration (e.g. Aviation, Fire, and Police Departments).
- Federal Aviation Administration (e.g. Aviation, Police, and Fire Departments).
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).
- Arizona or other State Bars (Lawyers registered to practice and licensed by a State bar).
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein.

18.13. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach: Contractor's default under this section will include, but is not limited to, the following:

18.13.1. Contract Worker gains access to a City facility(s) without the proper badge or key;

18.13.2. Contract Worker uses a badge or key of another to gain access to a City facility;

18.13.3. Contract Worker commences services under this agreement without the proper badge, key or background screening;

18.13.4. Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or



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- 18.13.5. Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this agreement.
- 18.13.6. Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.
- 19. COMMUNICATION IN ENGLISH** - It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate as the site contact.
- 20. SPECIFICATIONS** - The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended will be provided by the Contractor, whether or not it has been detailed in these documents.
- 21. FINAL INSPECTION AND APPROVAL:** The Contractor will request the City's project manager to conduct a site inspection after the project is complete. City's project manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been



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corrected, the Contractor will request a final inspection with the project manager. Final project approval is contingent upon the City's project manager's final inspection and written approval.

- 22. MISCELLANEOUS FEES** - Additional charges for fuel surcharges, delivery charges, environmental fees, waste fees, shop supplies, freight and/or shipping and handling and other miscellaneous charges will not be paid; these charges must be included in the solicitation submittal price. Invoices will be processed for the submitted prices only.

Labor rates (On-Site) shall be charged as a flat hourly rate. Travel hours, Contractor(s) equipment, licensing, permits, overhead, environmental disposal, fuel surcharge and any other incidental fees will not be permitted under this agreement. Labor time period will be from “check in” and “check out” at either Contractor or City facilities. City business hours are defined as 6:00 a.m. to 5:00 p.m. (local Phoenix, AZ time) during regular business days and excluding City holidays (Non-City Business Hours: 5:01 p.m. to 5:59 a.m. non-regular business days and City Holidays). Contractor(s) should take these into consideration when preparing their Offer response.

- 23. FEDERAL REQUIREMENTS:** This contract will be aided through federal funds. Work under the contract awarded pursuant to this RFP will be funded mainly with federal funds from HUD. HUD rules require construction and service contracts to contain certain provisions.

The following contracting requirements will apply to the contract resulting from this IFB:

HUD Form 5369: All Proposers should carefully review HUD Form 5369, incorporated herein by reference. In the context of this procurement, the term PHA as used in HUD Form 5369 refers to the City of Phoenix.

<http://portal.hud.gov/hudportal/documents/huddoc?id=5369.pdf>

HUD Form 5370: All Proposers should carefully review HUD Form 5370, incorporated herein by reference. In the context of this procurement, the term PHA as used in HUD Form 5370 refers to the City of Phoenix.

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370.pdf>

HUD Form 4010: All Proposers should carefully review HUD Form 4010, incorporated herein by reference.

<http://portal.hud.gov/hudportal/documents/huddoc?id=4010.pdf>

Department of Labor General Decision Number: (AZ20190001 Construction – Residential Feb 08, 2019), (AZ20119001 Construction – Building, Apr 19, 2019),”



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are incorporated by reference. Search by “Arizona” in the drop-down for State, and “Maricopa” in the drop-down for County and “Residential, Building” as the construction type. <https://beta.sam.gov/>

The prevailing basic hourly wage rates and fringe benefit payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed, or working on the site, to perform the contract.

23.1. PAYMENT WITHHOLDING:

Payrolls, including subcontractor's payrolls, must be submitted weekly no later than seven (7) days after each pay period ending date. Payments may be withheld in part or in full until payrolls are received and reviewed to assure compliance of the Federal Labor Standards.

Failure to clarify, when requested, discrepancies between hourly wages paid individual workers and the minimum hourly wages required by the Federal Wage Decisions contained in the Contract documents may also affect the complete or timely release of payments.

23.2. WORKFORCE REPORTING REQUIREMENTS:

The contractor shall submit payrolls electronically through the internet to the City of Phoenix web based certified payroll tracking system. The City of Phoenix uses the “[LCP Tracker](https://lcptracker.com)” web-site to track the certified payroll information. Additional information regarding the use of this system is available at <https://lcptracker.com> . This requirement shall also apply to every lower-tier subcontractor that is required to provide weekly certified payroll reports.

23.3. LABOR COMPLIANCE:

On all federally assisted projects, a Labor Compliance Conference must be held after project award and prior to the established Notice to Proceed. This meeting is separate from and in addition to the pre-bid conference.

The successful bidder shall schedule the conference by calling City of Phoenix Housing Department Labor Compliance Office. Minimum attendance shall be a corporate officer, who is authorized to execute and sign documents for the firm and the payroll representative of the prime contractor. If any sub and lower-tier contractors are to be used, they must also provide the same representation and attend this meeting.

23.4. SUBCONTRACTORS

23.4.1. City Approval Required. If Contractor wishes to utilize



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subcontractors, for performance of the Work, in addition to those listed in Contractor's original offer to the City, Contractor shall submit a current subcontractor list to the Housing Representative. No subcontractors may be used without prior approval of the Housing Representative. Subcontractors must be properly licensed for the type of work they will perform. City reserves the right to request the removal of Contractor's subcontractor if deemed unsatisfactory by the Housing Representative.

- 23.4.2. Work Quality. Subcontractors providing service under the contract shall meet the same service requirements and provide the same quality of service required of Contractor. Contractor shall be fully responsible to the City for the acts and omissions of persons Contractor employs and/or subcontracts.
- 23.4.3. Contractor Responsibility. Use of a subcontractor does **not** relieve Contractor of responsibility of service. Contractor will manage all schedules, quality, performance and project management for subcontractors. Contractor will be held solely responsible and accountable for the service and/or repairs for which Contractor has subcontracted.
- 23.4.4. Payment. Subcontracting is at Contractor's expense. Contractor is responsible for all payments including, but not limited to, labor, parts, and materials incurred from subcontracting the services.]



**SECTION IV – INSURANCE AND
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- 1. DEFENSE AND INDEMNIFICATION CLAUSE:** Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.
- 2. CONTRACTOR’S INSURANCE:** Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

- 2.1. SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2)



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all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Automobile Liability: Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.



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2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to:

Melanie Bynoe Torzala
251 W. Washington, 4th floor,
Phoenix, AZ 85003
Hou.procurement@phoenix.gov

2.2. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.3. VERIFICATION OF COVERAGE: Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.



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All certificates required by this Contract must be sent directly to:

Melanie Bynoe Torzala
251 W. Washington, 4th floor,
Phoenix, AZ 85003
Hou.procurement@phoenix.gov

The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- 2.4. SUBCONTRACTORS:** Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.
- 2.5. APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.



SECTION V – SCOPE OF WORK

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- PURPOSE:** The City of Phoenix is looking for Contractor(s) to provide various types of fencing at various locations throughout the Phoenix metropolitan area. The Housing Department owns several residential homes and apartment buildings throughout the City. It is the responsibility of the Housing Department's Scattered Sites Division to update these homes and maintain the apartment and commercial buildings. The types of fencing have been divided into four groups:

Group 1 – Block and Masonry Fencing

Group 2 – Ornamental Steel Fencing

Group 3 – Chain-link Fencing

Group 4 – Wooden Fences

The services provided in this contract for the Housing Department will be federally funded in accordance with the Davis-Bacon Act.

- CONTRACTOR RESPONSIBILITIES:**

- 2.1.** The Contractor shall provide all materials, labor, and equipment, and any permits necessary to replace, furnish and install, and/or repair block, ornamental, wood, and chain-link fences or any combination of fencing for the Housing Department on an as- needed basis as outlined in Exhibit 1 - MATERIALS AND INSTALLATION SPECIFICATIONS.

- 2.2. New Fencing:** The City representative shall notify the contractor of the service required by telephone and then schedule a site inspection within three (3) business days. The Contractor shall respond to the City's request for new construction by preparing a drawing with pertinent facts including an estimate of the new fencing. The estimate should be forwarded to the requestor within ten days of the site inspection.

- 2.3. Fence Repair:** The Contractor shall telephonically respond to City requests for fence repair on the same day of the request. The Contractor should immediately schedule a site inspection, then prepare the estimate and forward it to the City requestor within three (3) business days.

- SITE INSPECTION:** The Contractor shall determine the: exact linear footage, number of gates, need for temporary fencing, and time frame of job completion, at the site inspection. The contractor shall report inconsistencies before providing an estimate. The total price shall list tax separately. The contractor shall submit the written quotation per the unit prices offered. City acceptance of the quotation must be in writing.



SECTION V – SCOPE OF WORK

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4. **COORDINATION:** Contractor shall coordinate all jobs with the City representative or project coordinator.
5. **START-UP OF NEW FENCING:** Contractor shall notify the City representative at least five (5) days in advance of starting new fencing projects. Contractor shall start new fence construction jobs within two (2) weeks of notice to proceed, or as agreed upon with the City representative.
6. **TIME FRAME OF REPAIRS:**
 - 6.1. **Normal Repairs:** The contractor and the City representative shall mutually agree upon a schedule for fence repairs. All fence repairs must be started within five days or request.
 - 6.2. **Urgent Repairs:** Contractor shall provide a response to the City of Phoenix within one (1) hour of initial call or e-mail request. On-site response (physical presence) shall be within four (4) hours. Repairs shall be completed within twenty-four (24) hours of initial notification or same day if classified as a Critical Infrastructure site.
7. **CONTINUOUS PROJECT:** Once the project starts, the Contractor shall continue work every business day until the project is complete. This section is intended to be universal in application. Accordingly, where a modification is necessary, the City representative shall put the modification request in writing. When a conflict exists between specifications and drawings, the drawing supersedes the specifications.
8. **DEMOLISH/REPLACEMENT:**
 - 8.1. Contractor shall dismantle, remove and haul away existing fencing made of wood, chain-link, block, or other materials as required.
 - 8.2. **Temporary Fencing:** If necessary, as authored by the City Representative, the Contractor shall secure the area with temporary fencing.
9. **MEASUREMENTS:** Chain link fence shall be measured on the fence line along the bottom strain wire from center to center of end posts, deducting the widths of gates and openings.
10. **BLUESTAKING:** In their bid, Bidder shall allow for the cost of private utility locating services for on-site utilities in addition to Blue Staking. The Contractor shall be responsible for whether as-built drawings were supplied, or the condition was unknown.



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11. **PERMITS:** Contractor shall be responsible for procuring any required permit. The City will pay for the permit through an internal voucher system or by reimbursement. For reimbursement, the Contractor shall include the actual charge for the permit on their invoice and include backup documentation of the original fee.
12. **DAMAGES:** Contractor shall repair, at Contractor's cost, any damage caused by construction to include, but not limited to utilities, electric, gas, CCTV, plumbing, sprinkler irrigation system, telephone concrete, finish grade, ground cover, and any situation relating to the original condition of the site.
13. **WARRANTY:** Unless otherwise specified, all products and services under this contract shall be fully guaranteed by the contractor for a minimum period of one (1) calendar year from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City except where it is shown that the defect was caused by misuse and not by faulty design.
14. **ARCHAEOLOGICAL REMAINS:** Should archaeological remains be encountered during ground-disturbing activities, work will cease in the area of discovery. The City's Administrative Services Deputy Director or Representative shall be notified immediately. Work in the area of discovery will not resume until the significance of the discovery has been assessed and the environmental clearance updated.
15. **PHOENIX BUILDING CODE:** All aspects of the Construction shall comply with applicable provisions of the City of Phoenix Building Code.
16. **CODE PRECEDENCE:** Where national or local codes conflict with the specifications, the more stringent code shall be followed.
17. **UNIT PRICING:**
 - 17.1. The unit bid prices per linear foot for Groups 1, 2, and 3 fences shall include the labor, materials, tools, and equipment involved in constructing the fence, as specified herein and on the plans.
 - 17.2. Gates will be paid for at the unit price bid for each size of gate required by the plans or special provisions. The price shall include full compensation for furnishing the gates, together with all necessary gate posts, fittings, and hardware, and all the work involved in installing the gates complete in place as specified. If double gates are required, each double gate will be paid for



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at the unit price bid and such unit price shall include furnishing and installing both leaves.

- 17.3.** Full compensation for clearing the line of the fence and disposing of the resulting material, excavating high points in the existing ground between posts, excavating and furnishing and placing concrete footings, connecting new fences to structures and existing fences, and any other related work shall be considered as included in the price bid per linear foot of fence and no additional allowance will be made.
- 17.4.** Approved fence repairs will be paid in accordance with the unit price for on-site labor rates of one crew with a truck, additional laborer(s), plus the cost of materials allowed in the pricing schedule. A crew is defined as two laborers, one of which is also the driver.
- 18. ANNUAL REPORTS:** The contractor shall provide the City of Phoenix Buyer with an annual report which includes a summary of department orders for:
- 18.1.** Repairs: a service description and a total number of hours for each.
- 18.2.** Material purchases: material specifications and quantities for each.
- 18.3.** New Installations: Locations, type of fencing, labor, and material cost.
- 19. FEDERALLY FUNDED PROJECT - DAVIS-BACON LABOR COMPLIANCE REQUIRED:** The prevailing basic hourly wage rates and fringe benefit payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed, or working on the site, to perform the contract.
- 20. PAYMENT WITHHOLDING:**
- 20.1.** Payrolls, including subcontractor's payrolls, must be submitted weekly no later than seven (7) days after each pay period ending date. Payments may be withheld in part or in full until payrolls are received and reviewed to assure compliance with the Federal Labor Standards.
- 20.2.** Failure to clarify, when requested, discrepancies between hourly wages paid to individual workers and the minimum hourly wages required by the Federal Wage Decisions contained in the Contract documents may also affect the complete or timely release of payments.
- 21. WORKFORCE REPORTING REQUIREMENTS:** The contractor shall submit payrolls electronically through the internet to the City of Phoenix's web-based



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certified payroll tracking system. The City of Phoenix uses the "LCP Tracker" website to track the certified payroll information. Additional information regarding the use of this system is available at <http://lcptracker.com/>. This requirement shall also apply to every lower-tier subcontractor that is required to provide weekly certified payroll reports.

22. LABOR COMPLIANCE CONFERENCE:

22.1. On all federally assisted projects, a Labor Compliance Conference must be held after project award and prior to the established Notice to Proceed. This meeting is separate from and in addition to the pre-bid conference.

22.2. The successful bidder shall schedule the conference by calling the City of Phoenix Housing Department Contracts Manager, at (602)261-8619. Minimum attendance shall be a corporate officer, who is authorized to execute and sign documents for the firm and the payroll representative of the prime contractor. If any sub and lower-tier contractors are to be used, they must also provide the same representation and be in attendance at this meeting.



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1. **COPIES:** Please submit one electronic copy via email to Hou.procurement@phoenix.gov of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the CITY may digitally incorporate the successful offer into the awarded contract.
- 1.1. **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City’s best interest to release offer(s).

2. **OFFER SUBMITTAL FORMAT:** The written offer should be:
- Typewritten for ease of evaluation;
 - Signed by an authorized representative of the Offeror;
 - Submitted with contact information for the individual(s) authorized to negotiate with the City;
 - Submitted with a table of contents and tabbed per the following major sections:
Tab 1 Cover Letter with contact information
Tab 2 Submittal Section
Tab 3 References
Tab 4 Signed Addenda

3. **COSTS AND PAYMENTS:**

3.1 **PAYMENT TERMS & OPTIONS:** Vendors must choose an option, if a box is not checked, the City will **default to 0% - net 45 days:**

- Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**



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4. BID PRICE SCHEDULE:

ITEM	GROUP 1 BLOCK FENCING	BID PRICE	UNIT OF MEASURE
1	Block Fencing, 6-foot-high Block Fence of 4"x8"x16" block,		Linear Foot
2	Block Fencing, 6-foot-high Block Fence of 8"x8"x16" block		Linear Foot
3	Block Fencing, Provide and install 6-foot-high gate w/redwood + latch,		Linear Foot
4	Block Fencing, Provide and install 6-foot-high gate w/center post + 2 latches		Linear Foot
5	Block Fencing, Labor Rate Normal Hours: Routine - One Crew with truck 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 15-minute increments after the first 1/2 hour)		Hour
6	Block Fencing, Labor Rate Normal Hours: Routine - Additional Person with City Approval 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 15-minute increments after the first 1/2 hour)		Hour
7	Block Fencing, Labor Rate Normal Hours: Urgent - One Crew with truck 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 15-minute increments after the first 1/2 hour)		Hour
8	Block Fencing, Labor Rate Normal Hours: Urgent - Additional Person with City Approval 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 15-minute increments after the first 1/2 hour)		Hour
9	Block Fencing, Labor Rate After Hours: Routine - One Crew with truck 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 15-minute increments after the first 1/2 hour)		Hour



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ITEM	GROUP 1 BLOCK FENCING	BID PRICE	UNIT OF MEASURE
10	Block Fencing, Labor Rate After Hours: Routine - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 15-minute increments after the first 1/2 hour)		Hour
11	Block Fencing, Labor Rate After Hours: Urgent - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 15-minute increments after the first 1/2 hour)		Hour
12	Block Fencing, Labor Rate After Hours: Urgent - Additional Person with City approval 5:00 pm -5:00 am Weekends and National Holidays (Billable in 15-minute increments after the first 1/2 hour)		Hour
	Group 1, Items 1-12 Grand Total All or None		

ITEM	GROUP 2 ORNAMENTAL FENCING	BID PRICE	UNIT OF MEASURE
1	Ornamental Fencing, Furnish and install 16-gauge ornamental tubular steel/iron fence per specifications: Six Foot (6')		EACH
2	Ornamental Fencing, Furnish and install 14-gauge ornamental tubular steel/iron gate per specifications: Six Foot (6')		EACH
3	Ornamental Fencing, Track and Accessories for Roll or Slide Ornamental Gates		Linear Foot
4	Ornamental Fencing, Concrete-Filled Above Grade Bollard 4" x 6', 40 galvanized, set in 12-in diameter x 36" deep holes, includes labor		EACH
5	Ornamental Fencing, concrete-filled Above Grade Bollard 6" x 4', 40 galvanized, set in 12-in diameter x 36" deep holes, includes labor		EACH



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ITEM	GROUP 2 ORNAMENTAL FENCING	BID PRICE	UNIT OF MEASURE
6	Ornamental Fencing, concrete-filled Above Grade Bollard 6" x 6', 40 galvanized, set in 12-in diameter x 36" deep holes, includes labor		EACH
7	Ornamental Fencing, Posts 2 1/2" x 11 ga		EACH
8	Ornamental Fencing, Posts 2" x 16 ga		EACH
9	Ornamental Fencing, Pickets 1"sq x 16 ga (5" spacing)		EACH
10	Ornamental Fencing, Pickets 1"sq x 16 ga (3 1/2" spacing)		EACH
11	Ornamental Fencing, Pickets 3/4"sq x 16 ga (6 3/4" spacing)		EACH
12	Ornamental Fencing, Pickets 3/4"sq x 13 ga (6 3/4" spacing)		EACH
13	Ornamental Fencing, Rails 1 1/2"sq x 14 ga rail		EACH
14	Ornamental Fencing, Labor Rate Normal Hours: Routine - One Crew with truck 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 15-minute increments after the first 1/2 hour)		Hour
15	Ornamental Fencing, Labor Rate Normal Hours: Routine - Additional Person with City Approval 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 15-minute increments after the first 1/2 hour)		Hour
16	Ornamental Fencing, Labor Rate Normal Hours: Urgent - One Crew with truck 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 15-minute increments after the first 1/2 hour)		Hour
17	Ornamental Fencing, Labor Rate Normal Hours: Urgent - Additional Person with City Approval 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 15-minute increments after the first 1/2 hour)		Hour
18	Ornamental Fencing, Labor Rate After Hours: Routine - One Crew with truck 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 15-minute increments after the first 1/2 hour)		Hour



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ITEM	GROUP 2 ORNAMENTAL FENCING	BID PRICE	UNIT OF MEASURE
19	Ornamental Fencing, Labor Rate After Hours: Routine - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 15-minute increments after the first 1/2 hour)		Hour
20	Ornamental Fencing, Labor Rate After Hours: Urgent - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 15-minute increments after the first 1/2 hour)		Hour
21	Ornamental Fencing, Labor Rate After Hours: Urgent - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 15-minute increments after the first 1/2 hour)		Hour
Group 2, Items 1-21 Grand Total All or None			

ITEM	GROUP 3 CHAIN-LINK FENCING	BID PRICE	UNIT OF MEASURE
1	Chain-link Fencing, 2" Mesh and 11 GA Wire Fence 3FT		Linear Foot
2	Chain-link Fencing, 2" Mesh and 11 GA Wire Fence 4FT		Linear Foot
3	Chain-link Fencing 2" Mesh and 11 GA Wire Fence 5FT		Linear Foot
4	Chain-link Fencing, 2" Mesh and 11 GA Wire Fence 6FT		Linear Foot
5	Chain-link Fencing, 2-1/8" Mesh and 11.5 GA Wire Fence 3FT		Linear Foot
6	Chain-link Fencing, 2-1/8" Mesh and 11.5 GA Wire Fence 4FT		Linear Foot
7	Chain-link Fencing, 2-1/8" Mesh and 11.5 GA Wire Fence 5FT		Linear Foot



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ITEM	GROUP 3 CHAIN-LINK FENCING	BID PRICE	UNIT OF MEASURE
8	Chain-link Fencing, 2-1/8" Mesh and 11.5 GA Wire Fence 6FT		Linear Foot
9	Chain-link Fencing, Triple angle barb wire		Linear Foot
10	Chain-link Fencing, Aluminum Slats, 6'		Linear Foot
11	Chain-link Fencing, Vinyl Slats, 6'		Linear Foot
12	Chain-link Fencing, Commercial Gate - 6FT High (Height/Linear Foot) (Swing)		Linear Foot
13	Chain-link Fencing, Commercial Gate - 7FT High (Height/Linear Foot) (Swing)		Linear Foot
14	Chain-link Fencing, Commercial Gate - 8FT High (Height/Linear Foot) (Swing)		Linear Foot
15	Chain-link Fencing, Commercial Gate - 10FT High (Height/Linear Foot) (Swing)		Linear Foot
16	Chain-link Fencing, Commercial Gate - 12FT High (Height/Linear Foot) (Swing)		Linear Foot
17	Chain-link Fencing, Commercial Gate - 6FT High (Height/Linear Foot) (Slide)		Linear Foot
18	Chain-link Fencing, Commercial Gate - 7FT High (Height/Linear Foot) (Slide)		Linear Foot
19	Chain-link Fencing, Commercial Gate - 8FT High (Height/Linear Foot) (Slide)		Linear Foot
20	Chain-link Fencing, Commercial Gate - 10FT High (Height/Linear Foot) (Slide)		Linear Foot
21	Chain-link Fencing, Commercial Gate - 12FT High (Height/Linear Foot) (Slide)		Linear Foot
22	Chain-link Fencing, Light Commercial Gate - 3FT(Swing) 2" Mesh 11GA Wire		Linear Foot
23	Chain-link Fencing, Light Commercial Gate - 4FT(Swing) 2" Mesh 11GA Wire		Linear Foot



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ITEM	GROUP 3 CHAIN-LINK FENCING	BID PRICE	UNIT OF MEASURE
24	Chain-link Fencing, Light Commercial Gate - 5FT(Swing) 2" Mesh 11GA Wire		Linear Foot
25	Chain-link Fencing, Light Commercial Gate - 6FT(Swing) 2" Mesh 11GA Wire		Linear Foot
26	Chain-link Fencing, Light Commercial Gate - 3FT(Slide) 2" Mesh 11GA Wire		Linear Foot
27	Chain-link Fencing, Light Commercial Gate - 4FT(Slide) 2" Mesh 11GA Wire		Linear Foot
28	Chain-link Fencing, Light Commercial Gate - 5FT(Slide) 2" Mesh 11GA Wire		Linear Foot
29	Chain-link Fencing, Light Commercial Gate - 6FT(Slide) 2" Mesh 11GA Wire		Linear Foot
30	Chain-link Fencing, Light Commercial Gate - 3FT(Swing) 2-1/8" Mesh 11.5GA Wire		Linear Foot
31	Chain-link Fencing, Light Commercial Gate - 4FT(Swing) 2-1/8" Mesh 11.5GA Wire		Linear Foot
32	Chain-link Fencing, Light Commercial Gate - 5FT(Swing) 2-1/8" Mesh 11.5GA Wire		Linear Foot
33	Chain-link Fencing, Light Commercial Gate - 6FT(Swing) 2-1/8" Mesh 11.5GA Wire		Linear Foot
34	Chain-link Fencing, Light Commercial Gate - 3FT(Slide) 2-1/8" Mesh 11.5GA Wire		Linear Foot
35	Chain-link Fencing, Light Commercial Gate - 4FT(Slide) 2-1/8" Mesh 11.5GA Wire		Linear Foot
36	Chain-link Fencing, Light Commercial Gate - 5FT(Slide) 2-1/8" Mesh 11.5GA Wire		Linear Foot
37	Chain-link Fencing, Light Commercial Gate - 6FT(Slide) 2-1/8"Mesh 11.5GA Wire		Linear Foot
38	Chain-link Fencing, Track, and Accessories for Roll or Slide Chain Gates		Linear Foot
39	Chain-link Fencing, Labor Rate Normal Hours: Routine - One Crew with truck 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 30-minute increments)		Hour



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ITEM	GROUP 3 CHAIN-LINK FENCING	BID PRICE	UNIT OF MEASURE
40	Chain-link Fencing, Labor Rate Normal Hours: Routine - Additional Person with City Approval 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 30-minute increments)		Hour
41	Chain-link Fencing, Labor Rate Normal Hours: Urgent - One Crew with truck 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 30-minute increments)		Hour
42	Chain-link Fencing, Labor Rate Normal Hours: Urgent - Additional Person with City Approval 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 30-minute increments)		Hour
43	Chain-link Fencing, Labor Rate After Hours: Routine - One Crew with truck 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 30-minute increments)		Hour
44	Chain-link Fencing, Labor Rate After Hours: Routine - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 30-minute increments)		Hour
45	Chain-link Fencing, Labor Rate After Hours: Urgent - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 30-minute increments)		Hour
46	Chain-link Fencing, Labor Rate After Hours: Urgent - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 30-minute increments)		Hour
47	Chain-link Fencing, Certified welder, as-needed on-site Labor		Hour
48	Chain-link Fencing, 6-foot-high + 1-foot w/ 3 strands of barbed wire of temp chain-link fence panels and gates, 2-14 Days		Linear Foot
49	Chain-link Fencing, 6-foot-high + 1-foot w/ 3 strands of barbed wire of temp chain-link fence panels and gates, 15+ Days		Linear Foot
50	Chain-link Fencing, 6-foot-high + 1-foot w/ 3 strands of barbed wire of temp chain-link fence panels and gates, Special Event		Linear Foot
51	Chain-link Fencing, 6-foot-high temporary chain-link fence panels, and gates, 2-14 Days		Linear Foot



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ITEM	GROUP 3 CHAIN-LINK FENCING	BID PRICE	UNIT OF MEASURE
52	Chain-link Fencing, 6-foot-high temporary chain-link fence panels, and gates, 15+ Days		Linear Foot
53	Chain-link Fencing, 6-foot-high temporary chain-link fence panels, and gates, Special Event		Linear Foot
54	Chain-link Fencing, Specialty 4' high traffic control guardrail temp panels, 2-14 days		Linear Foot
55	Chain-link Fencing, Specialty 4' high traffic control guardrail temp panels, 15+ days		Linear Foot
56	Chain-link Fencing, Specialty 4' high traffic control guardrail temp panels, Special Event		Linear Foot
Group 3, Items 1-56 Grand Total All or None			

ITEM	GROUP 4 WOOD FENCING	BID PRICE	UNIT OF MEASURE
1	Wood Fencing, 6' high wood gate with redwood and one latch		Linear Foot
2	Wood Fencing, 6' high wood gate with center mounting post and two latches		Linear Foot
3	Wood Fencing, Labor Rate Normal Hours: Routine - One Crew with truck 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 30-minute increments)		Hour
4	Wood Fencing, Labor Rate Normal Hours: Routine - Additional Person with City Approval 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 30-minute increments)		Hour
5	Wood Fencing, Labor Rate Normal Hours: Urgent - One Crew with truck 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 30-minute increments)		Hour
6	Wood Fencing, Labor Rate Normal Hours: Urgent - Additional Person with City Approval 5:00 am - 5:00 pm Monday-Friday, National Holidays Excluded (Billable in 30-minute increments)		Hour



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ITEM	GROUP 4 WOOD FENCING	BID PRICE	UNIT OF MEASURE
7	Wood Fencing, Labor Rate After Hours: Routine - One Crew with truck 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 30-minute increments)		Hour
8	Wood Fencing, Labor Rate After Hours: Routine - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 30-minute increments)		Hour
9	Wood Fencing, Labor Rate After Hours: Urgent - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 30-minute increments)		Hour
10	Wood Fencing, Labor Rate After Hours: Urgent - Additional Person with City approval 5:00 pm - 5:00 am Weekends and National Holidays (Billable in 30-minute increments)		Hour
Group 4 items 1-10 Grand Total All or None			

ITEM	ANCILLARY ITEMS	BID PRICE	UNIT OF MEASURE
1	Demolition and Removal of wood fence		Linear Foot
2	Demolition and Removal of chain-link fence		Linear Foot
3	Demolition and Removal of block fence grouted		Square Foot
4	Demolition and Removal of block fence non-grouted		Square Foot
5	Temporary fencing in 8' sections		Linear Foot
6	New concrete		Yard
7	Concrete remove and replace		Yard
8	Post hole hard dig		EACH
9	Jackhammering per hole		EACH



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ITEM	ANCILLARY ITEMS	BID PRICE	UNIT OF MEASURE
10	Provide and install for new V-track Bolt Down		Linear Foot
11	Provide and install for new V-track Set in Concrete		Linear Foot
12	Backhoe services for tree, plant, or obstruction removal		Hour
13	Ancillary parts - Discount Percentage		%

ITEM	FENCE RENTALS	2 TO 14 DAYS	15 DAYS +	SPECIAL EVENTS 2-4 DAYS
1	6-foot high plus 1-foot with 3 strands of barbed wire of temporary chain-link fence with panels and gates			
2	6-foot-high temporary chain-link fence with panels and gates			
3	Specialty 4-foot-high traffic control guardrail temporary panels			



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5. EMERGENCY 24-HOUR SERVICE CONTACT:

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

6. CONTRACTOR LICENSING REQUIREMENTS: Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. §. 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission. Offeror certifies possession of the following license:

Licensed Contractor's Name _____

Class _____

License Number _____

Expiration Date _____



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- 7. YEARS IN BUSINESS AND REFERENCES: Contractor certifies that they have provided complete fence supply and maintenance listed in this solicitation for a period of three years.

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for fence supply and maintenance. Do not use City of Phoenix employees.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____



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OFFER

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No. _____
Use Tax No. for Out-of State Suppliers _____
City of Phoenix Sales Tax No. _____
Arizona Corporation Commission File No. _____

Taxpayer’s Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City’s Registration System ID Number Located at City’s eProcurement website (see SECTION I – INSTRUCTIONS - CITY’S REGISTRATION)	
---	--

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date

Printed Name and Title
(LLC, Inc., Sole Proprietor)

(Member, Manager, President)

Address _____
City, State and Zip Code _____
Telephone Number _____
Company’s Fax Number _____
Company’s Toll Free # _____
Email Address _____



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ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager

Titus Mathew, Housing Director

Attest:

_____ this ____ day of _____ 2022
City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



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Conflict of Interest & Solicitation Transparency Disclosure Form

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
-------	----	------	--------

2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.



SECTION VI – SUBMITTALS

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7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.



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Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy



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- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



SECTION VII – EXHIBITS

CITY OF PHOENIX
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EXHIBIT 1- MATERIALS AND INSTALLATION SPECIFICATIONS

1. GROUP 1 - BLOCK AND MASONRY FENCING:

- 1.1. **BLOCK SIZE:** The fence block shall be 4"x8"x16" or 8"x8"x16" standard cinder block
- 1.2. **TOP BLOCK:** Top fence block shall be packed with a solid block with mortar as well as security mortared to the surrounding blocks.
- 1.3. **PILLERS:** Pillar blocks made of H-block shall be a minimum of twelve feet (12') apart and filled with cement
- 1.4. **END PILLERS:** Pillar columns made of U block must be placed where gates are to be mounted.
- 1.5. **CORNERS:** Pillar columns must be installed at each corner.
- 1.6. **REBAR:** Rebar shall be used in accordance with MAG specifications.
- 1.7. **GATE PLACEMENT:** Block fencing with gates must be positioned in approximately the same place as the replaced gate.
- 1.8. **GATES:**
 - 1.8.1. Gate Placement: All new and existing gates must be securely and rigidly hung. They must close and latch securely and operate without dragging on the ground.
 - 1.8.2. Gate Construction: Gate must be steel frames with redwood slats. The gate frame and anchor/mounting posts shall be made of square metal stock (1"x1" 18-gauge steel). All of the metal gate parts shall be primed, and then painted with exterior enamel semi-gloss black paint.
 - 1.8.3. The gate outside surface must have 1" x4" redwood screwed, with #10 or #12 galvanized screws, to the 1"x2" 18-gauge steel frame. The spacing of the redwood must not exceed %"
- 1.9. **LATCHES:** All of the latching systems must be located at the top of the gate.
- 1.10. **FOOTINGS:** Footing must be a minimum of 12"x12" x 12" cement footing with a re-bar at the calumet and the corners.
- 1.11. **PILLER CAPS:** All columns (pillars) must have a two-inch-thick sealed cap.



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1.12. DEMOLITION: The Contractor shall demolish and remove its debris in a legal fashion. The work site must be cleared of debris and secured at the end of each working day.

1.13. ACCESS CONTROL: The Contractor shall limit access to the construction area and backyard area of a property with appropriate devices, at the Contractor's expense. Control devices may be, orange construction fencing, temporary chain-link fence, etc., as deemed necessary by the Contractor.

2. GROUP 2: ORNAMENTAL STEEL FENCING

2.1. FENCING: Ornamental Tubular Steel fencing shall be 6' tall (railroad style) using 2"x2" x 14-gauge tubular steel with pressed steel caps 1-1/2" x 1-1/2".

2.2. STRUCTURE: The fence structure fabrication and miscellaneous metalwork must be in accordance with the applicable industry standards and specifications. Methods and materials shall meet the minimum Maricopa Association of Government (MAG) Specifications for ornamental tubular steel/iron fencing.

2.3. RAILS: Fence materials shall meet at a minimum, top and bottom rails 1.5 inch

2.4. PICKETS:

2.4.1. Spacing will be 4 inches o/c

2.4.2. Size will be 3/4-inch x 16-gauge, straight pickets.

2.4.3. Picket will extend 4" above the top rail and 4" below the bottom rail

2.4.4. All pickets are to be capped.

2.5. POSTS:

2.5.1. Two-inch square (2" square per MAG specifications).

2.5.2. Spacing will be 8-foot maximum.

2.5.3. All posts are to be capped.

2.6. PAINT:

2.6.1. One-coat of primer and one final coat.

2.6.2. Color will be black unless otherwise requested.

2.6.3. Bidder may provide an upcharge for the paint of a different color than black.

2.7. FOOTING: As required by MAG specifications.

2.8. GATES: Steel/iron gates shall be 6 fl. high x 14-gauge.



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2.9. DEMOLISH/REPLACEMENT: Installation of industry-standard curved pickets may be required as directed by the City representative. Bidder must provide a linear foot price for curved pickets.

3. GROUP 3: CHAINLINK FENCING

3.1. DESCRIPTION: This work shall consist of constructing and/or repairing chain-link fences at various City locations and must be in accordance with the provisions and specifications contained herein as well as individual project drawing(s). When installation procedures are not covered within these specifications, standard details, special provisions, plans, or other documents, the installation will comply with ASTM F-567.

3.2. MATERIALS: Chain-link fence material shall conform to the requirements of Maricopa County Association of Governments (MAG) specifications Section 772. Portland cement concrete shall conform to the requirements of Section 725.

3.3. POSTS, RAILS, AND BRACES - COMMERCIAL APPLICATION: All posts, top rails, and braces shall be Schedule #40 pipe, hot-dipped, zinc-coated (galvanized) seamless steel pipe. All pipes used in construction must meet the requirements of ASTM-A-120.

Table with 4 columns: Item, Description, Size, and Price per linear foot. Rows include Line Posts, End & Corner Posts, Slide Posts, Swing Gate Posts (All heights), Top Rail, Braces, and Gate Frames with various specifications.

3.4. FABRIC FOR LIGHT COMMERCIAL APPLICATION: Chain-link fabric shall be woven, 2" mesh and 11 gauge; or 2-1/8" mesh and 11 % gauge; Fence height may vary from three feet to six feet. Top and bottom salvage shall have knuckled or twisted finished. Fabric must be coated by the hot-dipped process after weaving. Fabric shall meet the requirements of ASTM-A-392.

3.5. FITTINGS: All fittings shall be pressed steel or malleable iron. No aluminum fittings shall be used.

3.6. CONCRETE: Concrete shall be Class C with a minimum 2500 psi or greater and crowned to shed water.



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- 3.7. TENSION WIRE, TIES, ETC.:** Tension wire shall be made of a 7-gauge coil spring. Ties should be 11-gauge steel. .
- 3.8. GATES:** Gates shall be installed at the locations and swing in the direction, as per the City's request.
- 3.9. GATE CONSTRUCTION:**
- 3.9.1. Frames - Galvanized steel gate frames shall be constructed, or round members welded at all corners.
- 3.9.2. Welds shall be painted with zinc base paint such as ZRC. Each gate leaf shall have one (1) horizontal center brace. Vertical interior bracing shall be installed as required, so spaced that no members are more than 8' apart. Gate leaves 10' or more shall have a horizontal brace and one 3/8" diagonal galvanized steel truss rod. Fabric for the gates shall be the same as specified for the fence and shall be attached securely inside the gate frame on both sides by means of tension bars and tension galvanized ties at intervals not to exceed 151
- 3.10. HINGES** - Gate shall have a 180-degree swing. Post and gate hinges shall be of galvanized steel, heavy pattern, of adequate strength for the gate, and with large bearing surfaces for clamping or bolting in position. The hinge action shall be such that gates may be opened and closed easily by one person. Hinges shall be either of such construction or positioned such that the gates may not be lifted off the hinges.
- 3.11. LATCHES, STOPS, AND KEEPERS** – All latches shall be of galvanized steel. Single gate latches may be of fork-type or plunger bar-type of full gate height. Latches for double drive gates shall be a combination fork-type latch and center drop rod or the plunger bar-type of full gate height arranged to engage the gate stop or a positive locking gravity device. Locking devices shall be designated in such a manner so that the center drop rod or plunger bar cannot be raised when locked. A 7 1/8" diameter malleable iron gate center stops shall be provided for all double drive gates and shall have a device arranged to be set-up concrete or with anchors for the enter drop rod or plunger bar. Drop rod holders set below grade will not be accepted. Where required, contractor shall provide 2 3/8" o.d. x 4" high gate lock posts for locking gates in the open position.
- 3.12. LOCKING** - All gates shall have provisions for locking by use of padlocks. Most holes required will be a minimum of 3/8" in diameter. Gate assemblies shall not require use of chains to secure the gate.



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3.13. VEHICLE GATES - Vehicle drive gates exceeding 18' shall have one semi-pneumatic rubber wheel per gate having a diameter of 8" and a minimum tread width of 1 1/2". The wheel shall have a zerk fitting for greasing. Wheel axles shall have a minimum diameter of 4/8" and be run in 1"x 2" steel tubing. The entire steel assembly shall be firmly braced to prevent twisting.

3.14. BARBED WIRE - Barbed wire shall be installed on the fence only when specifically required by the plans or special provisions. When required, it shall be installed on extension arms of a type specified under MAG Section 772.

3.15. INSTALLATION FOR COMMERCIAL & LIGHT COMMERCIAL APPLICATION

3.15.1. Post Setting Installation - All posts must be set in concrete as follows:

Diameter	Depth	Embedment	Post
8"	32"	30"	Line
12"	36"	34"	End, Corner, Gate
12"	42"	40"	6-5/8" Gate Post

3.15.1.1. All posts shall have concrete domed to shed water.

3.15.1.2. All posts shall be set 10" on center when practical.

3.15.1.3. All posts shall be set plumb, in line, and to the correct height.

3.15.1.4. A corner post shall be required when the line of fence direction changes, or line of grade where the angle of deflection is, 30 degrees or more.

3.15.1.5. All posts are required to have a cap or eye top.

3.15.1.6. All posts set in existing concrete slabs shall be set in an 8" Core. Drilled hole and set to a depth of 24".

3.15.1.7. The 6-5/8" gate posts shall set in existing concrete slabs to be set in a 12" square SAW CUT to a depth of 42".

3.15.2. Fabric Installation

3.15.2.1. Fabric shall be placed on outward facing side of the posts as directed by the City representative. The fabric shall be installed so that the top edge projects above the top rail of the fence to form a knuckled or barbed projection.

3.15.2.2. Fabric shall be stretched tight, approximately 2" above the ground from terminal posts and shall be fastened on the side of line posts.

3.15.2.3. Fabric shall be fastened to line posts by ties spaced at intervals of not more than 14" and 24" for top rail. The fabric shall be cut and fastened to each terminal post independently by a tension bar with bands at 14" intervals.



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- 3.15.2.4. If a tension wire is used in place of the top rail and/or at bottom of the chain-link, this shall be fastened by means of hog rings made of 12- gauge steel wire or 9-gauge zinc coated wire, spaced approximately 24" apart.
- 3.15.2.5. Fabric rolls shall be joined by a single strand of fabric to form a continuous fence line.

3.15.3. **Top Rail, Braces Installation:**

3.15.3.1. Top rails shall be in lengths of not less than 18' and coupled together by use of a 6" long sleeve.

3.15.3.2. Fences with fabric 6' or higher shall be braced as follows:

- At every End, Corner, or Gate Post, there shall be a brace positioned midway between the top rail and ground level extending from the Terminal Post to the adjacent line post.
- There shall be a 3/8" galvanized adjustable truss rod assembly running diagonally from the end of the brace to the bottom of the terminal post. Corner posts require double brace and truss assembly.
- Unless otherwise specified, all fencing shall be installed with a top rail and a bottom tension wire and the post tops shall be secured to the post by bolts or rivets. When top rail is omitted, a top and bottom tension wire shall be used.
- The fabric shall be fastened to end, corner, slope and gate posts with 3/16 inch x 3/8 inch high carbon steel tension bars and not less than 12 gauge x 1 inch steel tension bar bands spaced at 16 inch intervals; and to the line posts; top rail and tension wire with 11 gage or heavier tie wires or metal bands. Tie wires or metal bands shall be placed on line posts at intervals of approximately 16 inches, and on top rail and tension wire at intervals of approximately 18 inches.

3.15.4. **Welding and Repair of Damaged Coating** -If any welding is used in the fabrication of the fencing, all surplus weld metal shall be removed; the weld shall be ground smooth and brushed cleaned, then painted with zinc-rich paint such as ZRC (see MAG section 771). Repairs shall be abraded or otherwise, and zinc coating shall be made in a similar manner.



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3.15.5. **Fabrication and Workmanship Installation** - Fabrications and installation of materials furnished and installed under this section shall be first-class and show carefully finished workmanship in all aspects as to the acceptable methods within the industry.

3.15.6. **Site Clean-up Installation** - The construction site shall be cleaned-up and all accumulated debris removed by the Contractor on a daily basis.

4. **GROUP 4: WOODEN FENCES:** Contractor shall replace and/or repair "like-for-like". Bidder must provide hourly labor and cost + percentage of mark-up not to exceed 10% in Section VI.