



INVITATION FOR BID  
IFB 25-SW-001  
IFB 25-SW-001 - PRODUCTION WELL

City of Phoenix  
Public Works  
200 W Washington St  
undefined  
Phoenix, AZ  
85003

RELEASE DATE: April 8, 2024  
DEADLINE FOR QUESTIONS: April 22, 2024  
RESPONSE DEADLINE: April 24, 2024, 11:00 am

City of Phoenix  
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## 1. Introduction

### 1.1. Summary

For the service, repair and/or replacement of City of Phoenix owned production wells, farm wells, groundwater monitoring wells, leachate collection wells and accessory equipment on an “as needed” basis for a contract period of 12 months beginning on or about July 1, 2024 in accordance with the provisions, terms, and specifications contained herein.

### 1.2. Contact Information

**Sean Wulfekule**

Contract Specialist

200 W Washington St

Phoenix, AZ 85003

Email: [sean.wulfekuhle@phoenix.gov](mailto:sean.wulfekuhle@phoenix.gov)

Phone: [\(602\) 534-0095](tel:(602) 534-0095)

**Department:**

Public Works

### 1.3. Timeline

#### **Schedule of Events**

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

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Sean Wulfekule) at (602) 534-0095/Voice or 711/TTY, or [sean.wulfekuhle@phoenix.gov](mailto:sean.wulfekuhle@phoenix.gov), no later than two (2) weeks prior to the meeting.

<b>Solicitation Issue Date</b>	April 8, 2024
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<b>Pre-Offer Conference (Non-Mandatory)</b>	<p>April 17, 2024, 9:00am Join on your computer, mobile app or room device Click below to join the meeting: <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWRhODc1YjEtYWZhNS00MDIyLWFIOWUtMzdiZjg1NmFjNmI4%40thead.v2/0?context=%7b%22Tid%22%3a%2296b9695c-4f0e-42bd-8adf-ba755760346b%22%2c%22Oid%22%3a%226a42fd8b-ef0e-4ba7-9d5a-a76b0fb490dc%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWRhODc1YjEtYWZhNS00MDIyLWFIOWUtMzdiZjg1NmFjNmI4%40thead.v2/0?context=%7b%22Tid%22%3a%2296b9695c-4f0e-42bd-8adf-ba755760346b%22%2c%22Oid%22%3a%226a42fd8b-ef0e-4ba7-9d5a-a76b0fb490dc%22%7d</a></p> <p>Join with a video conferencing device <a href="mailto:cityofphoenix@m.webex.com">cityofphoenix@m.webex.com</a> Video Conference ID: 114 454 058 1 Alternate VTC instructions</p>
<b>Written Inquiries Due Date</b>	April 19, 2024, 11:00am
<b>Question Response Deadline</b>	April 22, 2024, 11:00am
<b>Offer Due Date</b>	April 24, 2024, 11:00am

## **2. Instructions**

### **2.1. Description – Statement of Need**

The City of Phoenix invites sealed offers for the service, repair and/or replacement of City of Phoenix owned production wells for a three-year term, with two one-year options commencing on or about July 1, 2024, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

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.

### **2.2. 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.

### **2.3. Preparation of Offer**

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

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.

All time periods stated as a number of days will be calendar days.

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:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

- D. 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.
- E. 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.
- F. 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.
- G. 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.

## 2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

## 2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. 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, Public Works Department, 200 W. Washington Street, 7th 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.

## 2.6. 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 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.

## 2.7. 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.

## 2.8. 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.

## 2.9. 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.

## 2.10. 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.

## 2.11. Certifications

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.

## 2.12. 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.

The City of Phoenix Public Works Department is accepting electronic Offers for this solicitation, in addition to other methods of submitting sealed Offer packages (hardcopy). Offerors are responsible for submitting the Offer (electronic or hardcopy) before the due date and time of the solicitation deadline.

The Offeror is responsible for managing potential delays due to delays caused by the Carrier or technical difficulties.

**For Electronic Submittal:** Please submit your response via email to [pwd.solicitations@phoenix.gov](mailto:pwd.solicitations@phoenix.gov). The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the due date and time specified. **Please identify the solicitation number and title in the subject line of the email when submitting the Offer.**

The City email file size is limited to 150mb. To send larger files electronically, the upload and receipt time may take longer than expected. It is the responsibility of the Offeror to ensure that the Offer met the due date and time.

**Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.**

**For In-Person and Carrier Delivery:** Offers will be received at City of Phoenix City Hall located at 200 W. Washington St, 1st floor, Atrium, Phoenix, AZ 85003. The Atrium is just beyond the security checkpoint. The drop-off box is a grey bin marked Public Works Department. Delivery must be made during normal business hours (8:00 am – 5:00 pm, local Phoenix time, Monday – Friday) before the solicitation due date and time. Offers must be clearly marked on the outside of the package as designated in the solicitation.

**Delivery of Offers:** If the Offeror submits the Offer in a hardcopy format, then the Offer must be submitted in a sealed package/envelope marked with the following information:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Due Date

## 2.13. 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. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.



## 2.14. 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 business 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 evaluated 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.

## 2.15. Pre-Award Qualifications

Offeror must have been in operation a minimum of two years. The Offeror's normal business activity during the past two years will have been for providing the goods or services in this solicitation.

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

## 2.16. Award of Contract

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.

A. Factors that may be considered by the City include:

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,
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,
3. Safety record; and,
4. Offeror history of complaints and termination for convenience or cause.

- B. 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.
- C. 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 Chief Procurement Officer 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.

## 2.17. Solicitation Transparency Policy

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.

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. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

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.

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.

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.

"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.

## 2.18. Protest Process

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.

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.

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.

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.

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

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

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.

## 2.19. 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.

## 2.20. 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 a late Offer.

## 2.21. 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 Offer 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.

## 2.22. Statement of Bonding Ability

Offerors must submit a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this solicitation. Submittals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

## 2.23. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer

conforms in all material respects to the requirements set forth in this solicitation. 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.

## 2.24. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

**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.

**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.

## 2.25. Equal Low Offer

Contract award will be made by putting the names of the tied Offerors 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.

### 3. Scope of Work

#### 3.1. Scope of Work

For the service, repair and/or replacement of City of Phoenix owned production wells, farm wells, groundwater monitoring wells, leachate collection wells and accessory equipment on an “as needed” basis for a contract period of 12 months beginning on or about July 1, 2024 in accordance with the provisions, terms, and specifications contained herein.

#### 3.2. CONTRACTOR QUALIFICATIONS AND QUALITY ASSURANCE

- A. Contractor shall provide a statement of qualification summarizing the Company's qualifications to provide the desired services. A list of all persons responsible for providing installation, services and training related to the wells (new, repair, parts and accessories) shall be provided, including names, and specific responsibility and training.
- B. Contractor shall employ a sufficient number of trained, certified and capable employees to properly, adequately, safely, and promptly provide services requested herein. All other employees working on this service shall have specific factory, and/or field training in accordance with industry standards. Unskilled employees are not permitted to perform or assistance of any kind.
- C. Contractor agrees each of its employees is properly qualified and will use reasonable care in the performance of services. If the City, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors then at property, or that such actions or conduct is otherwise detrimental to the City of Phoenix, then upon receipt of the City of Phoenix written notice, Contractor shall immediately provide qualified replacement person(s).
- D. Contractor's key personnel shall have a **minimum of 2 years of experience** providing well services, preferably in the State of Arizona.
- E. City may conduct a site visit of the Contractor's facility and review the OSHA state, local requirements and manufacturer operating procedures for wells (new, repair, parts and accessories).
- F. A Project Manager to coordinate, plan, monitor, report and manage large project(s) as directed by the City personnel.

#### 3.3. SAFETY, PRECAUTIONS AND CLEANLINESS

- A. Contractor has sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of these services.
- B. Contractor is responsible for the supervision and execution of services by its employees.

- C. All tests must be performed to well and accessories manufacturer's specifications.
- D. The Contractor will always follow all local, state, and national regulations including OSHA, NFPA requirements, state, local and manufacturer operating procedures and generally accepted procedures.
- E. The Contractor must be responsible for implementing all final setting and adjustments on new, repairs, parts and accessories in accordance with wells/manufacturers/owners/engineer's specifications.
- F. All materials or products that come into contact with drinking water, and all drinking water treatment chemicals must conform to ANSI/NSF 61, as applicable in accordance with R18-4-213, Standards for additives, materials and equipment. Proof of ANSI/NSF 60 and ANSI/NSF 61 certification must be provided prior to any work commencing and/or materials or products added to the wells.
- G. Provide chemical quantity, chemical dosing calculations and application methodology for all treatment chemicals to be used in wells prior to treatment.

### 3.4. CONTRACTOR SERVICES

- A. Contractor will furnish all management, supervision, tools, supplies, parts, materials, equipment, and labor necessary to perform wells (new, repair, parts and accessories), noted herein, in accordance with all the terms, conditions provisions, and specifications contained in this agreement and manufacturer's recommended services:
  - 1. Ability and experience to provide on-site diagnostics, new well drilling and installation, maintenance, and repair/service for production wells, farm wells, groundwater monitoring wells, leachate wells, tank and related equipment on an as needed basis. These repairs will be on an "on-call". basis. Service may include diagnosis of a problem, adjustments, repairs, and parts replacement, or pump rebuilding when necessary to maintain equipment in optimal working order.
  - 2. Authorized City of Phoenix representative will call the Contractor when services are required. The Contractor will provide all maintenance, repair, labor, materials and parts to correct the problem. The Contractor will also be responsible for delivery, installation, warranties and warranty repairs, and the legal removal and disposal of all generated waste. The fees for the disposal of the generated waste will be included in the bid price. When no parts are required the City will only be responsible for the service call and on-site labor in accordance with the bid submittal pricing. All Contractors must sign in or contact the City of Phoenix representatives at the specific job site where work is to be performed.
  - 3. The Contractor will pressure wash all their equipment that will be used to service monitoring wells immediately prior to its use in servicing the City of Phoenix wells. The Contractor must take all necessary precautions to prevent any contamination of the well, well head, or area surrounding the well by chemicals or any other foreign

matter. It is of the utmost importance that no contamination of any kind results from any actions by the Contractor.

4. Contractor shall provide the following Records and Reports:
  - a. An accurate and complete record of all work performed including the following:
    - i. The date and time work is begun.
    - ii. Description of the parts and specific action taken on the service.
    - iii. Date and time work is completed
5. Response and Service Time Requirements:
  - a. Standard Response Time: The Contractor shall respond, by telephone, within one (1) hour to the City's request for service. Contractor shall respond on-site to service calls within forty-eight (48) hours after verbal notification by the City representative. Contractor must give City representative the estimated time of actual on-site service. Response time starts when the City first notifies the Contractor of the service call and ends when the Contractor arrives to repair the equipment.
  - b. Emergency Response Time: At the request of the City representative, Contractor must respond on-site to requests for emergency service calls within four (4) hours after verbal notification by the City of Phoenix representative. The Contractor shall give caller the estimated time of actual on-site service. An emergency response time surcharge will be added to the standard service call charge if this service is specifically requested by the City representative. Any surcharge must be in keeping with the bid rate section of bidder's offer. The standard hourly rate and other standard charges shall apply to the remainder of the service call. Hourly rates shall be billable in one-half (1/2) hour increments.
  - c. Cancellations, No-shows and late arrivals: The Contractor is responsible to contact the City representative within 48 hours of scheduled work if cancellation or rescheduling is necessary. If the Contractor does not show up for scheduled work on site within two hours after their scheduled arrival time, the Contractor shall pay liquidated damages in the amount of one-hundred dollars (\$100.00) per incident. An incident is defined as not showing up to the site for scheduled work or not notifying the City Of Phoenix representative after two hours of the scheduled works arrival time.
6. For parts/accessories that cannot be installed, the contractor must call the City location that the well was serviced from with a price. All materials used must be new. If additional work is required, Contractor's is responsible to get prior authorization.
7. Any repair work outside routine maintenance may not be started without written authorization and must be scheduled with the City authorized representative. When



repairs are expected to exceed four-hundred dollars (\$400.00) or when equipment must go into the Contractor's shop for extensive repairs, the Contractor shall give the City of Phoenix representative a written (fax or email) estimate of the cost of repairs. The City of Phoenix will utilize this information to determine if repair or replacement is necessary. Estimates will be provided at no extra charge to the City of Phoenix. If written (fax or email) authorization to proceed with repairs is given and was based on a written estimate by the Contractor, the total (less tax) charge to the City should not exceed the estimate without prior written (fax or email) authorization by the City representative.

8. Services shall be performed in conformance with all provisions of this agreement, legal statutes, code requirements, applicable OEM specifications, and Public Works Policies.
9. All warranty repairs shall list on the invoice/service ticket the brand name, serial number and part/model number of all replacement parts used in the repair of equipment. All repairs shall be warranted for a period of one (1) year from the date of repair. If the same item must be repaired again for any failure during the warranty period, the service will be performed at no charge to the City of Phoenix including all labor. Parts which carry a standard warranty that exceed one (1) year shall be honored by the Contractor. The Contractor shall indicate on the invoice the warranty provide by the Contractor and Manufacturer.
10. If special handling and/or freight are required, the Contractor will assume all charges unless prior authorization from The City. The City will reimburse the Contractor as a pass through cost on the invoice with documentation.
11. Contractor should familiarize themselves with any conditions that may affect performances and prices. Submission of this solicitation will be prima facie evidence that the Offeror did, in fact, understand all conditions, terms and specifications affecting performance and prices.

### 3.5. INSPECTION AND ACCEPTANCE

- A. Each well delivered will be subject to a complete inspection by the Public Works Department, or City Department authorized on this contract prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) City working days will be allowed for this process. If delivered items are unacceptable and returned to the contractor prior to acceptance, an additional five (5) City working days will be allowed for inspection when subsequent delivery occurs. It shall be the contractor's responsibility to pick up unacceptable items, correct the deficiencies and return the well following the corrections.

### 3.6. MARK UP ON PARTS AND MATERIAL REQUIREMENTS

- A. Contractor must provide document submitting a copy of the original/unaltered invoice presented to the City. The City will reimburse the Contractor as a pass through cost only on approved subcontractors or rental equipment with documentation. Payment will not be made without this documentation. At no time shall prices be more than the manufacturer's suggested retail price (MSRP) or other trade's publication

### 3.7. ENVIRONMENTAL CLEANING AND DECONTAMINATION OF SERVICE EQUIPMENT

- A. Contractor shall provide chlorine solution at 200 ppm and apply evenly throughout the well screen with a tremie pipe. Tremie pipe will be set in three locations (the bottom, middle, and upper sections of the well screen) for the application of the chlorine solution . Acid solutions (phosphoric acid-food-grade and NSF approved) may be required to appropriately disinfect the well, requests by City representative only. Contractor shall surge (using appropriate swab tool for PVC monitor wells) and bail (no dart bailers allowed) the bottom of the well to purge all sediment out of the well. Contractor shall repeat - surge (swab) and bail the well for 2-3 hours then let the well sit for twenty-four (24) hours. The following day, Contractor shall pump out the excess liquid (using a submersible pump - approximately 10gpm for approximately 1,200 gallons or 5 to 6 well volumes). The chlorine solution being pumped out must be neutralized. Water levels before cleaning and after cleaning must be measured. In addition, flow rate and totalized gallons pumped must be reported to the client. Contractor is responsible for the chlorine solution removal.

### 3.8. MISCELLANEOUS SERVICES

- A. The City may request, in writing, that the Contractor may be requested in writing to perform various miscellaneous services related to the use of Groundwater wells by the City. The Contractor shall will provide a written detailed estimate for each project requested to the City. These miscellaneous services would will be charged the standard labor rate. This would, which will cover both field services and office services, which include but not limited to the following:
  - 1. Well sanitation, testing and sampling if needed
  - 2. Well pumping analysis and pump tests as required by Arizona Department of Water Resources (ADWR) or the City
  - 3. Well registration assistance
  - 4. Tank inspections and maintenance
  - 5. Compressor repair and maintenance
  - 6. Different drilling methods not specified in submittal.

### 3.9. VIDEO OF WELL

A. Contractor at the site to move equipment around well head area can set up . Contractor will note any abnormalities and make sure they are noted on the well scan report. Upon completion of well scan, the Contractor will re-secure the well case with a cover and secure site. The Contractor will provide copies of the well scan report and video to the appropriate City personnel.

### 3.10. VEHICLES

A. Pricing must be inclusive of all costs, including but not limited to, direct and indirect cost for labor, overhead, materials, tools, equipment, travel, mobilization and demobilization.

#### 1. SERVICE TRUCK

a. The unit must be at a minimum pickup with tools, Stake truck with on board air compressor and/or welder, truck with utility bed for electrical work (in panels or above ground level fixes).

#### 2. BOOM

a. The unit must be at a minimum truck with boom, crane or crane attachment. The complete unit/technician shall be certified to meet State and Federal Occupational Safety and Health Standards. Stability and Dielectric certification must be available on request from the City personnel. The contractor will provide certification of completion under OSHA Standards 29 CFR, Part 1926 Safety and Health Regulations for Construction.

#### 3. PUMP RIG AND SUPPORT EQUIPMENT

a. The unit must be at a minimum is or using in installing, removing/reinstalling pump. The complete unit/technician shall be certified to meet State and Federal Occupational Safety and Health Standards. Stability and Dielectric certification must be available on request from the City personnel.

#### 4. WELL RIG

a. The unit must be at a minimum is or using in installing, removing/reinstalling well. The complete unit/technician shall be certified to meet State and Federal Occupational Safety and Health Standards. Stability and Dielectric certification must be available on request from the City personnel.

#### 5. DRILL RIG

a. The unit must be at a minimum is or using in installing, removing/reinstalling well The complete unit/technician shall be certified to meet State and Federal Occupational Safety and Health Standards. Stability and Dielectric certification must be available on request from the City personnel.

#### 6. CABLE TOOL RIG

- a. The unit must be at a minimum is or using in installing, removing/reinstalling well. The complete unit/technician shall be certified to meet State and Federal Occupational Safety and Health Standards.

### 3.11. TYPES OF WELLS – Public Works Department - 27th Avenue Landfill – 3060 South 27th Ave, Phoenix AZ

The information on wells specifications may not be accurate and must be verified on-site.

#### **Groundwater Wells:**

##### 1. DM27-1

Well Depth: 120 feet

Casing: 6 inch

Well Registration Number: 55-523199

Pump Type: unknown

##### 2. DM27-2

Well Depth: 125 feet

Casing: 6 inch

Well Registration Number: 55-523200

Pump Type: Grundfos 16S07-8,  $\frac{3}{4}$  hp

##### 3. DM27-3

Well Depth: 125 feet

Casing: 6 inch

Well Registration Number: 55-523201

Pump Type: Unknown

##### 4. DM27-4

Well Depth: 117 feet

Casing: 6 inch

Well Registration Number: 55-532844

Pump Type: Grundfos 16S07-8,  $\frac{3}{4}$  hp

##### 5. DM27-5

Well Depth: 123.5 feet

Casing: 6 inch

Well Registration Number: 55-532843

Pump Type: Grundfos 16S07-8

6. DM27-6

Well Depth: 120 feet

Casing: 6 inch

Well Registration Number: 55-532842

Pump Type: Grundfos 16S07-8

7. DM27-7

Well Depth: 121 feet

Casing: 6 inch

Well Registration Number: 55-532841

Pump Type: Grundfos 16S07-8

8. III-2

Well Depth: 100 feet

Casing: 4 inch

Well Registration Number: 55-806944

Pump Type: Unknown

9. III-3

Well Depth: 108.5 feet

Casing: 4 inch

Well Registration Number: 55-806915

Pump Type: 5s05-13

10. III-7

Well Depth: 130 feet

Casing: 6 inch

Well Registration Number: 55-806916

Pump Type: unknown

11. RIP-M

Well Depth: 130 feet

Casing: 6 inch

Well Registration Number: 55-806945

Pump Type: Unknown

**Production Well**

1. EDTA Compost Facility Well

Well Depth: 165 Feet

Well Registration Number: 55-809810

Pump Type Gicon 10walc-7-7.18 40 HP

**3.12. 19th Avenue Landfill – 1701 West Lower Buckeye Rd. Phoenix AZ**

Groundwater Wells:

1. I-1

Well Depth: 101 feet

Casing: 4 inch

Well Registration Number: 55-806908

Pump Type: Grundfos Redi-flo

2. I-2R

Well Depth: 100 feet

Casing: 4 inch

Well Registration Number: 55-556389

Pump Type: Grundfos Redi-flo

3. I-3

Well Depth: 100 feet

Casing: 4 inch

Well Registration Number: 55-502039

Pump Type: Berkley

4. I-4

Well Depth: 102 feet

Casing: 4 inch

Well Registration Number: 55-502038

Pump Type: Grundfos SP4-8

5. I-5R

Well Depth: 115 feet

Casing: 4 inch

Well Registration Number: 55-559326

Pump Type: Grundfos Redi-flo

6. I-6

Well Depth: 102 feet

Casing: 4 inch

Well Registration Number: 55-806910

Pump Type: Grundfos SP4-8

7. I-8R

Well Depth: 115 feet

Casing: 4 inch

Well Registration Number: 55-559327

Pump Type: Grundfos Redi-flo

8. DM-31

Well Depth: 225 feet

Casing: 6 inch

Well Registration Number: 55-516923

Pump Type: Grundfos SP4-8

9. DM-3D

Well Depth: 320 feet

Casing: 6 inch

Well Registration Number: 55-516922

Pump Type: Grundfos 15-SQ07180

10. DM-3P

Well Depth: 150 feet

Casing: 10 inch

Well Registration Number: 55-516924

Pump Type: Grundfos SP4-8

11. DM-4

Well Depth: 150 feet

Casing: 6 inch

Well Registration Number: 55-516921

Pump Type: sp-4

12. DM-5D

Well Depth: 225 feet

Casing: 6 inch

Well Registration Number: 55-516918

Pump Type: Grundfos 16S07-8

13. DM-5S

Well Depth: 150 feet

Casing: 6 inch

Well Registration Number: 55-516919

Pump Type: Grundfos SP4-8

14. DM-6

Well Depth: 150 feet

Casing: 6 inch

Well Registration Number: 55-516920

Pump Type: Grundfos SP4-8

15. DM-7S

Well Depth: 99 feet

Casing: 6 inch

Well Registration Number: 55-534371

Pump Type: Grundfos 16S05

16. DM-7D

Well Depth: 169 feet

Casing: inch

Well Registration Number: 55-534372

Pump Type: Grundfos 16S07

17. DM-8S

Well Depth: 99.5 feet



Casing: 6 inch

Well Registration Number: 55-534796

Pump Type: Grundfos 16S05

18. DM-8D

Well Depth: 179 feet

Casing: 6 inch

Well Registration Number: 55-534797

Pump Type: Grundfos sp4

19. RIVER NORTH -R

Well Depth: unknown-sounding well only

Casing: unknown-sounding well only

Well Registration Number: 55-556809

Pump Type: None

### 3.13. Del Rio Landfill – 1150 East Elwood Street, Phoenix, AZ

#### **Groundwater Wells:**

1. II-1

Well Depth: 100 feet

Casing: 4 inch

Well Registration Number: 55-806912

Pump Type: Grundfos

2. II-2

Well Depth: 125 feet

Casing: 6 inch

Well Registration Number: 55-806914

Pump Type: Grundfos

3. II-3

Well Depth: 106 feet

Casing: 4 inch

Well Registration Number: 55-806911

Pump Type: Grundfos

4. DM16-1D

Well Depth: 204 feet

Casing: 6 inch

Well Registration Number: 55-516931

Pump Type: Grundfos SP4-8

5. DM16-1S

Well Depth: 120 feet

Casing: 6 inch

Well Registration Number: 55-516932

Pump Type: Grundfos SP4-8

6. DM16-2

Well Depth: 120 feet

Casing: 6 inch

Well Registration Number: 55-516928

Pump Type: Grundfos SP4-8

7. DM16-3

Well Depth: 120 feet

Casing: 6 inch

Well Registration Number: 55-516930

Pump Type: Grundfos SP4-8

8. DM16-4

Well Depth: 120 feet

Casing: 6 inch

Well Registration Number: 55-516929

Pump Type: Grundfos SP4-8

9. DM16-5

Well Depth: 127 feet

Casing: 6 inch

Well Registration Number: 55-532838

Pump Type: Grundfos SP4-8

10. DM16-6

Well Depth: 127 feet

Casing: 6 inch

Well Registration Number: 55-533305

Pump Type: Grundfos 16S07-8

3.14. Skunk Creek Landfill – 3165 West Happy Valley Road, Phoenix, AZ

**Submersible Pumps**

1. Well Depth: 990 feet

Pump Depth: 780 feet

Casing: 16 inch reduced to 14 inch

Well Registration Number:

Pump Type: Submersible 30 hp

**Groundwater Wells**

1. SC-1

Well Depth: 557 feet

Casing: 6 inch

Well Registration Number: 55-531658

Pump Type: Grundfos 10S30-37

2. SC-2R

Well Depth: 494 feet

Casing: 6 inch

Well Registration Number: 55-531659

Pump Type: Grundfos 10S30-37

3. SC-3

Well Depth: 373 feet

Casing: 6 inch

Well Registration Number: 55-531660

Pump Type: Grundfos 10S30-37

4. SC-4

Well Depth: 301 feet

Casing: 6 inch

Well Registration Number: 55-531661

Pump Type: Grundfos 10S30-37

5. SCLF

Well Depth: 953 feet

Casing: Unknown – Production Well

Well Registration Number: 55-626650

Pump Type: Unknow

**Leachate Pumps**

1. Cell 4

Pump Depth: 90 feet

Angle Depth: 415 – 450 feet

Pump Type: Grundfos 16E9 Redi-flo4, Non-splice pump end

2. Cell 5

Pump Depth: Unknown

Angle Depth: Unknown

Pump Type: Unknown

3. Cell 6, Phase 1

Pump Depth: Unknown

Angle Depth: Unknown

Pump Type: Unknown

4. Cell 6, Phase 2

Pump Depth: Unknown

Angle Depth: Unknow

Pump Type: Unknown

**3.15. State Route 85 Landfill – 28633 West Patterson Road, Buckeye, AZ  
Submersible Pumps**

The information on wells specifications may not be accurate and must be verified on-site.

**Farm Well:**

A. Farm Well 1

Well Depth: 302 feet	Pump and motor removed
Well Registration Number: 55-605976	
2. Farm well #3	
Well Depth: 446 feet	Pump: 12 inch American Turbine
Casing: 16in. I	Pump number:
Well Registration Number: 55-605978	Motor: 250 hp Newman electric
Pump set at 422 feet	Motor number: S-136 14001
3. Farm well #4	
Well Depth: 500 feet	Pump: 12 inch American Turbine
Casing: 16 inch steel	Pump number:
Well Registration Number: 55-220700	Motor: 250 hp Allis Chamber
Pump set at 453 feet	Motor number: 51-347-507
4. Farm well #5	
Well Depth: 747 feet	Pump: 14 inch Goulds
Casing: 20 inch steel	Pump number:
Well Registration Number: 55-605980	Motor: 250 hp electric
Pump set at 342 feet	Motor number: 8102011143964
5. Farm well #6	
Well Depth: 400 feet	Pump: 12 inch National
Casing: 16 inch steel	Pump number:
Well Registration Number: 55-809583	Motor: 150 hp electric
Pump set at 322 feet	Motor number: L05-20075813-gt-01
6. Farm well #7	
Well Depth: 378 feet	Pump: 12 inch National
Casing: 16 inch steel	Pump number:
Well Registration Number: 55-605981	Motor: 350 hp electric
Pump set at 343 feet	Motor number: GJ6874974
7. Farm well #17	
Well Depth: 800 feet	Pump: 12 inch American Turbine
Casing: 18 and 16 in liner	Pump number:

Well Registration Number: 55-087051      Motor: 300 hp electric  
Pump set at 340 feet      Motor number: D 7007911

**Groundwater Wells**

1. MW-1

Well Depth: 305 feet

Casing: 5 inch Series 80 pipe

Well Registration Number: 55-901437

Pump Type: 3 inch Grundfos

2. MW-2

Well Depth: 385 feet

Casing: 5 inch Series 80 pipe

Well Registration Number: 55-901438

Pump Type: 3 inch Grundfos

3. MW-3

Well Depth: 425 feet

Casing: 5 inch Series 80 pipe

Well Registration Number: 55-9014398

Pump Type: 3 inch Grundfos

4. MW-4

Well Depth: 388 feet

Casing: 5 inch Series 80 pipe

Well Registration Number: 55-901440

Pump Type: 3 inch Grundfos

5. MW-5

Well Depth: 445 feet

Casing 5 inch Series 80 Pipe

Well Registration Number: 55-915793

Pump Type 3 in. Grundfos 10-sqe-10-340ne

6. MW-6

Well Depth: 448 feet

Casing: 5 inch Series 80 pipe

Well Registration Number: 55-915794

Pump Type: 3 inch Grundfos 10-sqe-10-340ne

**Production Wells (Drinking Water Wells)**

**1. PW-1**

Well Depth: Approx. 500 feet

Casing: 12 to 13 inches

Well Registration Number: 55-206307

Pump Type: Goulds, Model DWT, 9WALC-14 Stage 50 hp U.S.E.M.

**2. PW-2**

Well Depth: Approx. 500 feet

Casing: 12 to 13 inches

Well Registration Number: 55-211455

Pump Type: Goulds, Model DWT, 9WALC-14 Stage 40 hp U.S.E.M.

**3. Farm Well #2**

Well Depth: 996 feet

Pump: 14 in. National H14XHC 7 stage

Casing: 20.625 od hsla steel inch steel 0-300 20.625 300 to 996 316 stainless casein and screen

Well Registration Number: 55-224961 Motor: 600 hp electric

Pump set at 600 feet

**Leachate Pumps**

**1. SR 85 Cell 1**

Pump Depth: 105 feet

Angle Depth: 483 feet

Pump Type: EPG "Surepump" (5.0 hp w/level indicator)

**3.16. TYPES OF WELLS – WATER SERVICES DEPARTMENT**

The information on wells specifications may not be accurate and must be verified on-site.

<b>WELL</b>	<b>LOCATION</b>	<b>ADWR# 55-</b>	<b>AVAIL-ABILITY</b>
72	5126 N. 37TH AVE.	626554	ACTIVE

166	4138 E. GREENWAY	626582	ACTIVE
180	13009 N. 56TH ST.	626589	ACTIVE
218	4375 W. ACOMA DR.	626610	ACTIVE
232	10831 N. 56TH ST.	626624	ACTIVE
233	10801 N. 56TH ST.	626625	ACTIVE
235	6026 E. CABALLO DR.	626627	ACTIVE
244	5602 E. BELL RD.	087614	ACTIVE
261	20805 N. 56TH ST.	508818	ACTIVE
264	6714 E. JUNIPER AVE.	501643	ACTIVE
275	5746 E. ST. JOHNS	504791	ACTIVE
276	29402 N. 44TH ST.	603807	ACTIVE
280	4390 E. RANCHO TIERRA DR.	527549	ACTIVE
288	28401 N. TATUM BLVD.	540078	ACTIVE
289	28606 N. 56TH ST.	540079	ACTIVE
290	26425 N. 40TH ST.(26231 N 32 ST)	623687	ACTIVE
294	19219 N. TATUM BLVD.	560104	ACTIVE
295	22204 N. 40TH WAY	560509	ACTIVE
296	18615 N 56TH STREET	583886	ACTIVE
299	26829 N. CAVE CREEK RD.	214540	ACTIVE
300	33005 N. 52 <sup>ND</sup> STREET	524559	ACTIVE
TBD	16820 N 47th Ave	220151	ACTIVE
TBD	3030 W. Dunlap	224293	ACTIVE
TBD	4902 E. Asher Hills	227006	ACTIVE
TBD	11230 N 56th St	229020	ACTIVE
TBD	21425 N. 47th Place	226726	ACTIVE
TBD	21620 N. 36th Ave	229934	ACTIVE
TBD	23425 N 56th St	228223	ACTIVE
TBD	26268 N Tatum Blvd	226724	ACTIVE
TBD	5712 E. Thunderbird	228221	ACTIVE



TBD	26425 N 40th St	226725	ACTIVE
TBD	10600 N 7 <sup>th</sup> Street		ACTIVE
TBD	4002 E Dynamite	226732	ACTIVE
309	9401 N 35th Ave		ACTIVE
319	4804 E. Ranger Dr.		ACTIVE

### 3.17. TYPES OF WELLS – PARKS AND RECREATION DEPARTMENT

The information on wells specifications may not be accurate and must be verified on-site.

**Encanto Park** – 2605 N. 15<sup>th</sup> Avenue

**Cactus Park** – 3801 W. Cactus Road

**Laveen Conveyence Channel** – Laveen Village, Phoenix

**Natural Resources Division:**

**Rio Salado Habitat Restoration Area:**

Well #2 – 2439 South Central Avenue

Well #3 – 3105 South 16<sup>th</sup> Street

Well #4 – 3203 South 16<sup>th</sup> Street

Well #5 - 641 West Lower Buckeye Road

Well #6 - 3212 South 7<sup>th</sup> Avenue

**Cave Creek**

Well #237 – 2500 W. Sweetwater Avenue

Well #238 - 2500 W. Sweetwater Avenue

## 4. Standard Terms and Conditions

### 4.1. 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 Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror 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.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"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 Offers, 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, Offers, 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.

## 4.2. Contract Interpretation

- A. **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.
- B. **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:
  - 1. Federal terms and conditions, if any
  - 2. Special terms and conditions
  - 3. Standard terms and conditions
  - 4. Amendments
  - 5. Statement or scope of work
  - 6. Specifications
  - 7. Attachments
  - 8. Exhibits
  - 9. Instructions to Contractors
  - 10. Other documents referenced or included in the Solicitation
- C. **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.
- D. **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.

- E. **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.
- F. **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 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.

#### 4.3. Contract Administration and Operation

- A. **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 Contractor has in place.
- B. **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.
- C. **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.

1. **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.
2. **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 employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
  4. **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.
- D. **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:
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.
  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. 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.
- E. **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:
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.
  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.
  3. 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).
- F. **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.

- G. **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.
- H. **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.
- I. **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.

#### 4.4. Continuation During Disputes

- A. Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.
- B. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

#### 4.5. Governing Law; Forum; Venue

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

#### 4.6. Audit/Records

- A. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.
- B. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

#### 4.7. Independent Contractor Status; Employment Disclaimer

- A. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.
- B. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

#### 4.8. Costs and Payments

- A. Under this Agreement, the City will pay for services at a fixed or hourly bill rate of \$dollars cents (\$hourly or fixed rate USD) per hour, with no additional charges for overhead, benefits, local travel or administrative support. The total amount to be remitted by the City to Consultant for all Services satisfactorily performed under this Agreement shall not exceed WRITE OUT THE AMOUNT Dollars USD (\$NUMBER AMOUNT USD) per year including reasonable and necessary travel expenses (if such travel expenses are approved in advance by the City and included in the Fee Schedule (Exhibit D)). Payments shall be made in proportion to the Services performed and no more than ninety percent (90%) of the total contract price shall be paid before the work is totally completed and accepted by the City.
- B. City will pay any sales or use taxes resulting from this Agreement. Consultant shall be solely responsible for payment of taxes based on Consultant's income. Consultant



agrees that on all billings, invoices, books and records relating to this Agreement, Consultant will state the charges imposed for the sale, transfer and licensing of tangible personal property separately from charges imposed for professional, personal and technological services including, but not limited to, software installation, modification, training, consulting and technical telephone support.

- C. **Invoices.** Consultant shall submit invoices in arrears, on every other week basis. Each invoice will clearly note any Purchase Order number and be accompanied with itemized receipts which include approved timesheets. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation supporting the charges reflected in the invoice will be provided with the invoice. Upon finding of an error and/or missing documentation, the City may return the invoice to the Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Oversight by the City in identifying an error does not result in waiver of any of the City's rights. All properly submitted invoices will be paid promptly after the City's receipt of the invoice.
- D. **Commencement of Work.** The Consultant is cautioned not to commence any billable work or provide any material or service under this Agreement until Consultant receives a fully executed contract document or otherwise directed to do so, in writing by the City.
- E. **Late Submission of Claim by Contactor.** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- F. **No Advance Payments.** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- G. **Fund appropriation Contingency.** The Consultant recognizes that this Agreement shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Consultant and the City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix 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.
- H. **IRS W9 Form.** In order to receive payment, the Consultant shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

#### 4.9. Contract Changes

- A. **Contract Amendments:** Whenever an addition, deletion or alteration to the Services described in EXHIBIT A – SCOPE OF WORK substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.
- B. **Non-Assignability:** This Agreement is in the nature of a personal services contract and Consultant shall have no power to assign this Agreement, including any right, duty, or obligation of Consultant under this Agreement, without the prior written consent of the City. Consultant shall not subcontract with any third party for any component of the Services without the prior written consent of the City. Any attempt to assign or subcontract without the City's prior written consent shall be void. An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant's representation that the individual(s) performing services shall include Consultant's principals as selected through the Qualified Vendor solicitation process. Therefore, should such named individual(s) sever their relationship with Consultant, or otherwise be unavailable to carry out Consultant's duties under this Agreement for a period of time deemed to be excessive by the City in its sole and absolute discretion, then the City may, without notice, immediately terminate this Agreement for cause.
- C. **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.

#### 4.10. Risk of Loss and Liability

- A. **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.
- B. **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.

- C. **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.
- D. **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 City.
- E. **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.
- F. **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.

#### 4.11. City's Contractual Rights

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.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **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.
- C. **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.
- D. **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 Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **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 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.
- F. **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.
- G. **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.

## 4.12. Contract Termination

A. **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.

B. **Conditions and Causes for Termination:**

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.
2. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:
  - Discontinue advancing the work in progress, or such part that is described in the notice.
  - Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
  - Appraise the work it has completed and submit its appraisal to the City for evaluation.
  - Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.
3. 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 gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.
- C. **Final Payment:** The City shall make final payment for all Services performed and accepted within sixty (60) days after Consultant has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement.
- D. **Temporary Suspension.** The City may, by written notice, direct Consultant to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Consultant in performance, and such additional expense is not due to fault or negligence of Consultant, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.
- E. **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.

#### 4.13. Notice

Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to City:

Stacy Hettmansperger

Solid Waste Administrator

Phoenix Public Works Department

Desk: 602-495-2496

Web: [phoenix.gov/publicworks](http://phoenix.gov/publicworks)

Email: [stacy.hettmansperger@phoenix.gov](mailto:stacy.hettmansperger@phoenix.gov)

#### 4.14. Conflicts of Interest

- A. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- B. The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.
- C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.
- D. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

#### 4.15. Waiver of Claims for Anticipated Profits

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

#### 4.16. 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 Contractor 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>. 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 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.

#### 4.17. 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.

#### 4.18. 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.

#### 4.19. 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.

#### 4.20. No Forced Labor of Ethnic Uyghurs

If this Contract 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, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is



not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

#### 4.21. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

#### 4.22. 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.

#### 4.23. 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 sixty 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 Chief Procurement Officer prior to the institution of the change.

#### 4.24. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- B. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes §

12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

#### **4.25. No Third-Party Beneficiaries**

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

## 5. Special Terms and Conditions

### 5.1. Term of Contract

The term of this Contract will commence on or about July 1, 2024 and will continue for a period of **three (3) years** thereafter. This Contract includes **two (2) one-year options** to extend the term, for an aggregate **five (5) years**, which may be exercised by the sole discretion of the City.

### 5.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): various city sites.

### 5.3. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

### 5.4. Method of Invoicing

Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

### 5.5. Method of Payment

Contractor will be paid on a N/A basis in arrears.

### 5.6. Partial Payments

Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

## 5.7. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. 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.

## 5.8. Estimated Quantities or Dollar Amounts (Requirements Contracts Only)

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

## 5.9. Suspensions of Work

The City 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.

## 5.10. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

## 5.11. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

## 5.12. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

## 5.13. Delivery

Delivery is required on or before N/A. The City's required delivery date has been selected for a specific reason. Any deviations by the Contractor from that date, after contract award, may result in the implementing of the "Default" and/or "Liquidated Damages" provisions of the contract.

## 5.14. Contacts with Third Parties

- A. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its

subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.

- B. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

### 5.15. SBE / DBE Utilization

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

### 5.16. Fiscal Year Clause

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

### 5.17. Final Payment

- A. **PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.
- B. **TEMPORARY SUSPENSION:** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

### 5.18. Professional Competency

- A. **QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under

this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

- B. **LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

## 5.19. Specific Performance

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

## 5.20. Documentation

- A. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.
- B. **FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.
- C. **DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- D. **SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

## 5.21. Public Records

- A. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City

may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.

- B. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.
- C. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

## 5.22. Hiring of Each Other's Personnel

Without the prior written consent of the other party, each party shall not actively target for hire personnel of the other party through the term of this Agreement and for six (6) months after the expiration or termination of the last Statement of Work executed by the parties. This prohibition does not apply to or affect in any way the City's standard recruitment processes. The City will not pay a fee or owe any compensation whatsoever to the Contractor if Contractor's employee files an employment application, competes successfully and is hired into a City position. Individuals who are employed by Contractor agency and who are on assignment at the City may file an application for regular City employment and be considered on the same merits and qualifications as would all other applicants. For this reason, compensation to Contractor would not be appropriate and not incurred if such worker succeeds in the selection process and is appointed to a regular City position.

## 5.23. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of N/A. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes

beyond its control and without fault or negligence, as determined by the City. The Chief Procurement Officer will be the sole judge in determining the liquidated damages.

#### 5.24. Procurement Reports

Contractor shall submit NO VALUE reports in an electronic format acceptable to the City during the term of this contract commencing one month after the effective date. These reports are due by the NO VALUE day of the month following the reporting period. Total purchases for each department 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.

#### 5.25. Single Source for Warranty Work

Contractor shall be fully responsible for all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within NO VALUE after a verbal request by the City.

#### 5.26. Warranty

All equipment supplied under this contract shall be fully guaranteed by the Contractor for a minimum period of NO VALUE years 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.

Warranty work requirements shall be performed by a technician on-site with a guaranteed response time of NO VALUE, seven days a week, 24 hours per day. City acceptance will be determined by the date of actual installation and start-up. Since some of the items will be inventoried for emergency purposes, the City will notify the Contractor of actual start-up date which will be within one year of item receipt.

#### 5.27. Equipment Installation

All equipment shall be completely assembled and installed by the Contractor and ready for use on the City's property at N/A.

#### 5.28. Evaluation Literature

Offers submitted for products considered by the Contractor to be equal or better than the products specified herein must be submitted with technical literature and/or product brochures for the City's use to evaluate the offered products. Complete specifications, literature, illustrations, blueprints, photos etc. describing the offered product shall be included with the Offer. Contractor shall indicate any variation between the product offered and the literature submitted.

#### 5.29. Industry Standards

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All



parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" if used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if, in the opinion of the City's authorized Department representative, the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify the City prior to the offer opening due date.

### 5.30. Inspection and Acceptance

Each product delivered shall be subject to complete inspection by the City prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor's responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.

### 5.31. Inventory Levels

Contractor's inventory levels of the items may be a factor in the City's award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City's requirement. Failure to supply sufficient support may result in cancellation of the contract.

### 5.32. Manuals

All complete operating manuals and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all **enter specific equipment** specifications and mechanical troubleshooting in paper and electronic media.

### 5.33. New Equipment

All items offered shall be new equipment supplied from the manufacturer. Offers for remanufactured/refurbished equipment will be considered as non-responsive and rejected.

### 5.34. Product Discontinuance

The City may award contracts for products and/or models of equipment because of this solicitation. If a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and will provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming that the price for the replacement item will be the same as the discontinued item.
- The Chief Procurement Officer will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

### 5.35. Over the Counter Purchases

To support daily operations, Contractor must be a local stocking distributor able to supply material on a walk-in, over-the-counter basis. Most purchases will be this type. Orders may be called in or e-mailed for will-call pickup or delivery by the Contractor. Contractor must have a purchase order number or shopping cart number before releasing materials.

Contractor must maintain a record of the full name of the person picking up materials and their city department. The city employee receiving the goods must sign for all items picked up, using a complete signature and shall obtain an itemized receipt, packing slip, or delivery ticket. The receipt, packing slip, or delivery ticket number must be referenced on the final invoice.

Contractor must be capable of retrieving information relating to invoices utilizing the purchase order number or shopping cart number given at the time the order was placed.

### 5.36. Pallet Charge

All pallets supplied shall be non-refundable, no-deposit.

### 5.37. Pre-Delivery Inspection

Onsite inspection of the first unit may be required before delivery. The City reserves the right to inspect the first unit at the factory. This pre-delivery inspection does not constitute final acceptance of the product.

### 5.38. Removal and Trade-In of Equipment

Trade-in equipment offered in this solicitation will be as-is, where-is with no warranty either expressed or implied as to current condition. All costs, labor, and equipment required for the removal will be the responsibility of the Contractor.

### 5.39. Repair and Replacement Parts Guarantee

Following the expiration of any express or implied warranty applicable to those goods, furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, Contractors, and hires) with in-stock repair and replacement parts carrying a

full manufacturer's warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.

#### 5.40. Replacement Parts Availability

A response to this solicitation shall constitute a guarantee by the Contractor that a stock of replacement parts for the specified equipment is locally available. Captive parts must be available within 48 hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight are required, the Contractor will assume all charges.

#### 5.41. Samples

Upon request, Offerors are required to furnish a sample of the goods to be supplied. Any sample submitted shall create an express warranty that the whole of the goods shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the Offeror.

#### 5.42. Start-up Supplies

All necessary supplies for initial operation shall be provided with the equipment at the time of installation by the Contractor at no additional cost to the City.

#### 5.43. Substitution of Specified Items

Whenever in the specifications any item or process is requested or identified by manufacturer name, proprietary name, or patent such specifications shall be used to facilitate descriptions of the item or process and shall be followed by the words "or equal". The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material that is equal, in the opinion of the City.

#### 5.44. Training

Contractor shall include a total of N/A of onsite training for a minimum of N/A City personnel to assure proper operation and utilization of the equipment. All manuals and other materials necessary for the required training shall be furnished by the Contractor at no additional cost to the City.

#### 5.45. Communication in English

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

#### 5.46. Final Inspection and Approval

The Contractor will request the City's authorized Department representative to conduct a site inspection after the project is complete. City's authorized Department representative will prepare a "punch-list" during the inspection and will forward a copy to the Contractor.

After the "punch-list" items have been corrected, the Contractor will request a final inspection with the authorized Department representative. Final project approval is contingent upon the City authorized Department representative's final inspection and written approval.

### 5.47. Pre-Construction Conference

A pre-construction conference will be held by the City's authorized Department representative 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.

### 5.48. Service Locations

To minimize the City's transportation and handling costs, the Contractor's location(s) will be a factor in the City's award decision.

### 5.49. Storage Space

The Contractor may store supplies, materials and equipment in a storage area on the City facility premises designated by the City's authorized Department representative during work. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities will be on a space available basis and subject to the approval of the City's authorized Department representative.

No materials or equipment will be stored or temporarily set in restrooms, under stairwells or other spaces accessible to the public. Hazardous chemicals such as solvent based strippers and cleaners will not be stored on City property.

If storage is in an electrical closet, a minimum of 36 inches shall be provided in front of all electrical panels. The width shall be a minimum of 30 inches or the width of the panel. The width of working space in front of the electrical equipment shall be the width of the equipment or 30 inches, whichever is greater. In all cases, the work space shall permit at least a 90-degree opening of equipment.

### 5.50. Types of Work Supervision

The Contractor shall provide onsite supervision and appropriate training to assure competent performance of the work. Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this contract.

### 5.51. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") 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 provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

### 5.52. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

### **5.53. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts**

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

### **5.54. 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 Agreement.

### **5.55. Continuing Duty; Audit**

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

### **5.56. Variances and Exemptions**

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

### **5.57. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach**

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

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

- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- 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
- 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.
- 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.

## 5.58. Employee Identification and Access

Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

### 5.59. Key Access Procedures

If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

### 5.60. Stolen or Lost Badges or Keys

Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

### 5.61. Return of Badge or Key

All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

### 5.62. Badge and Key Fees

The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

### 5.63. Background Screening – Standard Risk

- Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL
- Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:

1. require a badge or key for access to City facilities; or
  2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
  3. allow unescorted access to City facilities during normal and non-business hours.
- C. **Requirements:** The background screening for this standard 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.
- D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
  2. for reviewing the results of the background check every five years; and,
  3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
  4. Submitting the list of qualified Contract Workers to the contracting department.
  5. 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.
  6. 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. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

#### 5.64. Background Screening – Maximum Risk

- A. **Determined Risk Level:** The current risk level and background screening required is MAXIMUM RISK.
- B. **Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:
1. work directly with vulnerable adults or children, (under age 18); or
  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
  3. unescorted access to:



- a. City data centers, money rooms, high-value equipment rooms; or
  - b. unescorted access to private residences; or
  - c. access to critical infrastructure sites/facilities; or
  - d. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- C. **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 be amended if the scope of work changes.

### 5.65. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

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

### 5.66. Maximum Risk Background Criminal Justice Information Services (CJIS) Check Must Include

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

### 5.67. Contractor Certification; City Approval of Maximum Risk Background Screening

Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,

- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. 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.
- G. 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.
- H. 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.
- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. 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.
- K. 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.
- L. 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.
- M. For any childcare or health worker positions, or Criminal Justice Information Systems access in the scope of work, Contractor is required to send the City updated background checks every three years.

- N. The Contractor will submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Contractor is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Contractor grants the rights to the Police Department to conduct background checks of all employees entering the building. All employees will submit to the background check before access to the facility is given.
- O. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the City's authorized Department representative at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the City's authorized Department representative. The City's authorized Department representative will conduct the security check.
- P. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
  - 1. Conviction of a felony.
  - 2. Conviction of a misdemeanor (not including traffic or parking violation).
  - 3. Any outstanding warrants (including traffic and parking violations).
  - 4. A person currently on parole or probation.
  - 5. A person currently involved in an investigation.

### 5.68. Air Pollution Emergency Proclamation

The City requires Contractors to provide information with their submittal, to the extent practicable, the amount of reactive organic compounds in their products. The City requires Contractors to also identify any products with special storage requirements or special hazards such as, reactive, temperature, or shock sensitive, dangerous when wet or with other unusual hazards.

Contractor should advise the Procurement Officer of any substitute products which contain either no reactive organic compounds or an amount less than that contained in the product(s) specified in this solicitation. This notification should be provided at least ten days prior to the solicitation due date.

### 5.69. Confined Space Structure Entry

Services performed under this agreement may require Contractor personnel to enter confined spaces. Contractor will be required to furnish equipment for confined space entry and must comply with OSHA regulation 1910.146 or most recent regulation. Contractor shall provide all necessary personnel, supplies, and equipment to satisfy the confined space entry program

including, but not limited to, designated rescue personnel, appropriate fall protection supplies, atmospheric monitors and retrieval systems.

Contractor shall have a written Confined Space Entry Program that meets all Federal, State and local regulations and will be required to submit a copy of this program to the City for review and acceptance. The City reserves the right to modify the Contractor's Confined Space Entry Program where it is determined to be in the best interest of the City. Contractor will be required to fully comply with the final approval Confined Space Entry Program while performing work at all City locations.

Contractor's supervisory personnel shall have successfully completed an accredited Confined Space Entry Training Program and a 40-hour HAZWOPER Training Program. Certifications or Certificates of Completion must be current.

### 5.70. Dust Control

Contractor shall not cause or allow any dust generating operation, use of property, or any other operation which cause fugitive dust emissions that exceed the 20% visible emission opacity limit in Rule 300 of Maricopa County's Air Pollution Control Regulations. The Contractor shall suppress emission of dust to comply with this limit.

The Contractor shall NOT use grading, blading, disking, a gannon or like equipment to control weeds without prior written authorization from the City's authorized Department representative. Earthmoving activities shall be conducted in accordance with the standards and work practices defined in Maricopa County Fugitive Dust Rule 310. Contractor shall obtain a Maricopa County Dust Control Permit for each site where there is earthmoving on areas greater than 0.1 acres. Contractor may submit invoices for reimbursement of dust control permit fees when necessary, provided documentation is included to verify the fee.

The use of leaf blowers is strictly prohibited. Acceptable alternatives to leaf blowers include: brooms, rakes, walk behind leaf vacuums, and PM-10 Compliance Sweepers. Debris shall not be swept into the street.

### 5.71. Energy Star

All products provided in response to this solicitation shall be certified by the U.S. Department of Energy or the U.S. EPA as Energy Star or are certified under the Federal Energy Management Program and in all categories identified at [energystar.gov](https://energystar.gov).

### 5.72. Environmental Preferred Products

The City of Phoenix has adopted a Sustainable Purchasing Policy <https://www.phoenix.gov/oep/spp-about> in an effort to protect human health and the environment, reduce operating expenses, and reduce potential liability associated with the use of hazardous materials.

The chemical products selected for use in this contract shall avoid physical and health hazards by adhering to either of the following requirements:

EITHER meet the most current criteria of one of the following standards, as applicable:

- EPA's Safer Choice,
- Green Seal GS-11 (paints & coatings),
- GS-34 (cleaning/degreasing agents)
- GS-36 (commercial adhesives),
- GS-37 (institutional cleaners),
- or GS-40 (institutional floor care)

OR, meet each of the following criteria:

- (pH) greater than 2.5 and less than 12.
- Flashpoint greater than 150 degrees F
- National Fire Prevention Association (NFPA) or Hazardous Materials Identification System (HMIS) rating of 2 or less in each category.
- Maximum of 50 g/L or 5% by weight volatile organic compound (VOC) content or comply with the California Air Resources Board's maximum allowable VOC limit for consumer products (listed at California Code of Regulations 94507-94517).
- Contain no known carcinogens, reproductive toxins, persistent bioaccumulative toxins (PBTs), or ozone-depleting substances.
- Contain no hazardous waste toxins listed at 40 CFR 261.24 at concentrations that could require regulation of the material as a toxicity-characteristic hazardous waste.

The City maintains the right to request that Contractors supply certification of compliance with the above. SDS's shall be provided to the City upon request. SDS's shall be provided with the solicitation when specified in the scope of work or offer instructions.

### 5.73. Equipment / Safety

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

### 5.74. Hazardous Materials Requirement SDS

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty

containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. The Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to the Contractor at least 45 calendar days after the end of the project. All products must be labeled per 29CFR 1910.1200.

## 5.75. OSHA Laws and Regulations

**Emergency Spill Response Plan:** Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following:

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.
- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a description of the training provided to the Contractor employees.

**Hazardous Materials Storage and Labeling Specifications:** Contractor shall, to the satisfaction of the City of Phoenix's environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:

- Have a designated storage site for hazardous material, which includes secondary containment.
- Provide signage approved by the City of Phoenix's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
- All hazardous materials containers must be labeled according to OSHA requirements and bear applicable NFPA or HMIS labels.

**OSHA Guideline Compliance:** Contractor shall comply with all applicable Federal, State, City and local laws, regulations and rules including, but not limited to:

- Safety Data Sheets – Contractor shall furnish to the City's Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

- **Labeling of Hazardous Materials** – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- **Caution Signs** – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- **Blood Borne Pathogens** – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the City's Department.

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Department, upon commencement of this Contract, and reviewed by the Department Safety Analyst for verification. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

**SDS Notebooks:** Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product's SDS for review and approval.

**Non-Hazardous Materials Labeling Specifications:** The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City's environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

**Offsite Storage of Hazardous Materials:** The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.

**Hazardous Materials Management Program Documentation:** The Contractor shall make all required documentation available immediately upon request of the City's environmental representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.

**Contractor Training Requirements:** The Contractor shall provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e, f, g, and h of 29 CFR 1910.1200, Hazard Communications. The Contractor must demonstrate how employees are trained in the proper

use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

## 5.76. Emission Requirements

Engines, model, accessories and options offered, main and auxiliary (if required), must meet or exceed the Federal Emissions Standards in place at the time the purchase order is issued. Vehicles offered must be the current model in production at the time the purchase order is issued. If the model year offered is a future production model, the Federal Emissions Standard in place at the time of production is required.

## 5.77. Training

The Contractor shall provide training as outlined below. Training will be provided in a three-phased approach, with an Operator level training class, a Maintenance Orientation class and an In-Depth Maintenance training class provided. The timing of these classes and specific subject matter is detailed below.

**General Training Requirements:** Training will be conducted at the City of Phoenix Fleet Services Division Facility, 2441 South 22nd Avenue, Phoenix, Arizona, unless otherwise designated by same. The Contractor will provide all necessary audiovisual materials and instructors for this purpose. All training classes will contain at least ten City Technicians. The Contractor shall allow videotaping of the training session(s) by City personnel and all tapes shall remain the sole property of the City of Phoenix. Additionally, the Contractor shall provide any available CD/DVD's or access to online resources, on the repair, maintenance, operation and safety of the units or components, at no additional cost. Where available video tapes are copyrighted, it is the Contractor's responsibility to secure written approval for duplication of these tapes for the sole use of the City of Phoenix training process.

Where the Contractor does not have appropriate knowledge or materials for providing this training, it will be the Contractor's responsibility to coordinate and secure, at no additional cost, subcontractors to meet the requirement of this specification.

The Contractor shall allow 21 days scheduling time for Fleet Services to notify appropriate employees of training.

The Contractor shall supply an outline of all training classes to the training coordinator before the first unit is delivered. The Contractor will coordinate all training through Fleet Services Training Coordinator.

**Maintenance Orientation Training:** There will be an initial four-hour orientation training on the maintenance and operation of the vehicle within two weeks of delivery of the first current model unit to the City. The Contractor shall supply an outline to the training coordinator upon delivery of the first unit and be available to provide this orientation up to three times during an agreed-upon one-week period, with one class each held during 1st, 2nd, and 3rd shifts (i.e., there will be a day shift class, a swing shift class, and a grave shift class—held during those shifts' work hours). Orientation training shall be provided according to the following outline:

### Technical Manuals (Service and Parts)

- Format



- Use

### **Vehicle Familiarization**

- Description of systems and components
- Maintenance services and lubrication
- Vehicle operation
- Warranty specifications and requirements
- Safety

### **Engine**

- Operation
- Maintenance services and lubrication
- Tune up
- Emissions controls, DPF, DEF System
- Engine controls (manual, electronic, if equipped, shut down, computer controls, if equipped and troubleshooting)
- Cooling system (integrated sub system with pump for aux. cooling, coolant recovery system)
- Oil filtration system
- Ignition system (diagnosis, repair, troubleshooting)
- Fuel system (diagnosis, repair, and troubleshooting)
- EFI/PFI, if equipped

### **Transmission and Drivetrain**

- Description of systems and components
- Operation
- Maintenance services and lubrication
- Service requirements (proper methods and intervals)
- Controls (manual, electronic, if equipped)
- Integrated emergency warning system
- PTO (operation, maintenance services, repair and troubleshooting), if equipped repair and lubrication)

- Split shaft PTO operation if equipped
- Retarder, if equipped
- Tag axle and controls, if equipped

### **Brakes and Air Supply System**

- Description of systems and components
- Operation
- Maintenance services, repair and lubrication of components
- Repair and component replacement (brakes and air systems) Warning devices and troubleshooting
- Anti lock system if equipped

### **Body and Components**

- Lubrication and service requirements
- Adjustments (compartment doors, lids and covers)

### **Hydraulic Systems**

- Description of systems and components
- Operational controls (manual, electronic, proportional and automatic sequencing)
- Maintenance services, repair and lubrication
- Troubleshooting
- System diagnosis

### **Electrical Component**

- Troubleshooting and repair

### **Packer and Lift Operation Hydraulics**

- Description of systems and components
- Maintenance services, repair and lubrication
- Troubleshooting
- System diagnosis

**Maintenance In-Depth Training:** Contractor shall provide the needed resources to train City technicians on methods to diagnose, and troubleshoot all components. This training will be provided by the body manufacturer 90 to 180 days after the first unit is placed into service, in order to ensure the training aligns with anticipated breakdowns and service needs.

This training will be an in-depth, journeyman level class including both classroom time and hands-on training, for a (minimum) three-day (24 hour) course length.

Training will include an emphasis on diagnostics, electrical systems, hydraulics, electrical/pneumatic/hydraulic controls, computerized controls, and typical maintenance and repair subjects associated with the body, packer, and lift as deemed most valuable by the body manufacturer. Training should utilize current model trucks/components, training mockups, cutaways, etc., in order to provide adequate hands-on instruction.

Training will take place at a City facility or at the local vendor's location, or both, and be made available up to three times during a 30 day period (to coincide with truck purchases within each contract year), with one class each held during 1st, 2nd, and 3rd shifts (i.e., there will be a day shift class, a swing shift class, and a grave shift class—held during those shifts' work hours). Classes will hold up to ten City technicians.

An outline of this training and coordination of date and times shall be provided to the training coordinator, prior to any classes.

**Operator Training:** Contractor shall provide onsite operator training at the four City of Phoenix service centers for ten operators. This training will be coordinated with the City or public agency's training department.

#### **Vehicle Familiarization**

- Description of systems and components
- Maintenance services/inspection and lubrication
- Vehicle operation
- Safety

#### **Engine**

- Operation
- Engine controls manual, electronic, and shut down
- Emissions controls, DPF, DEF System

#### **Transmission**

- Description of systems and components
- Operation
- Maintenance services/inspection and lubrication
- Service requirements (proper methods and intervals)
- Controls (manual, electronic, if equipped)
- Integrated emergency warning system

- PTO (operation, maintenance services, inspections, and lubrication)
- Split shaft PTO operation (if equipped)

### **Brakes and Air Supply System**

- Description of systems and components
- Operation
- Maintenance services, inspection and lubrication of components
- Warning devices and troubleshooting
- Anti lock system if equipped

### **Body and Components**

- Lubrication and operator adjustments (if applicable)

### **Hydraulic Systems**

- Description of systems and components
- Operational controls (manual, electronic and automatic sequencing)
- Maintenance services/inspection
- Operator solutions

### **Operator Level Troubleshooting**

- Warning lights and work lights - breaker reset

## **5.78. Energy Efficiency - Pump Bowl Assemblies**

Due to the high energy costs to operate pump assemblies, the City reserves the right to purchase those pump bowl assemblies offering the highest variable speed pump efficiency, price notwithstanding. The solicitation specifications for each pump assembly have been specifically written to provide the highest pump efficiency, for each well application, known to be available from existing pump assemblies currently being manufactured.

## **5.79. Environmental Quality - Drinking Water and Treatment Chemicals**

All materials, equipment, supplies or products that come into contact with drinking water or drinking water treatment chemicals shall conform to American National Standards Institute standards 60 and/or 61 as evidenced by certification from either Underwriters Laboratories or NSF International. Contractor must provide proof of this certification if requested.

All products provided in response to this solicitation shall be certified by the U.S. EPA Water Sense Partnership program for water efficiency.

## 5.80. Handling of Photographs

The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources'. Because of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

## 5.81. Tax Exemption

Pursuant to A.R.S. § 42-5061 and Phoenix City Code § 14-110, pipes or valves four inches in diameter or larger used to transport oil, natural gas, artificial gas, water or coal slurry, including compressor units, regulators, machinery and equipment, fittings, seals and any other part that is used in operating the pipes or valves are exempt from the imposition of sales or use tax.

## **6. Defense and Indemnification**

### **6.1. Standard General Defense and Indemnification**

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnatee") 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 Indemnatee 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 Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnatee'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 Indemnatee 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.

### **6.2. Professional Services**

Consultant ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnatee") 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 Indemnatee harmless for any Losses or other amount 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 Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnatee'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 agrees to waive all rights of subrogation against Indemnatee for losses

arising from or related to any 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.

### 6.3. Commercial Leases

Lessee ("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 contractors ("Indemnitor's Agents") arising out of or related to Lessee's occupancy and use of the Leased Premises. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amounts 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 as 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 for the use and occupancy of the Leased Premises, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from or related to the use, occupancy or condition of the Leased Premises. The obligations of Indemnitor under this provision survive the termination or expiration of this Lease.

### 6.4. Commercial Use Permits, SASO Permits and Licenses

Permittee ("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 contractors ("Indemnitor's Agents") arising out of or related to Indemnitor's occupancy and use of the Premises. 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 as 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

for the use and occupancy of the Premises, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the use, occupancy or condition of the Premises. The obligations of Indemnitor under this provision survive the termination or expiration of this Permit.

## 6.5. Intergovernmental Agreements

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

## 6.6. Environmental Services or Operations

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 demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees, expert fees, and reasonable expenses of investigation and remedial work (including but not limited to investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Losses") to the extent that such Losses are caused by the fault of Indemnitor, its officers, officials, members, managers, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. 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. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any 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.



## **7. Insurance Requirements**

### **7.1. Insurance Requirements**

Permittee/Licensee and subcontractors must procure insurance against claims that may arise from or relate to the activities related to the Use Agreement hereunder by Permittee/Licensee and its agents, representatives, employees and subconsultants, and subcontractors must maintain that insurance for the duration of the Use Agreement.

The City in no way warrants that the limits stated in this section are sufficient to protect the Permittee/Licensee from liabilities that might arise out of the activities related to this Use Agreement by the Permittee/Licensee, its agents, representatives, employees or subcontractors and Permittee/Licensee may purchase additional insurance as they determined necessary.

### **7.2. Scope and Limits of Insurance**

Permittee/Licensees 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) all terms under each line of coverage below are met.

### **7.3. 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

Fire Damage (Damage to Rented Premises) \$50,000

(Liquor Liability (if alcohol is being sold) \$1,000,000

- The policy must name 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, independent contractors, 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 Permittee/Licensee related to this agreement.
- The policy must be endorsed to include Liquor Liability coverage if alcohol is being sold at the event.
- 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 Permittee/Licensee even if those limits of liability are in excess of those required by this contract.
- The Permittee/Licensee's insurance coverage must be primary and non-contributory with respect to all other available sources.

#### 7.4. Automobile Liability (required when vehicles are used by Permittee/Licensee or its Subcontractors/Vendors as part of the event or if the loading dock is used during the move-in or move-out process)

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles

Combined Single Limit (CSL) \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the use of vehicles by, or on behalf of the Permittee/Licensee, relating to this Use Agreement.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Permittee/Licensee's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

#### 7.5. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Sponsor 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 [procurement@phoenix.gov](mailto:procurement@phoenix.gov).

#### 7.6. 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 Sponsor from potential insurer insolvency.

#### 7.7. Verification of Coverage

Sponsor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required at least two (2) weeks prior to the event. 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 the event commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of the event and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to [procurement@phoenix.gov](mailto: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.**

## 7.8. Subcontractors / Vendors

Permittee/Licensee's certificates shall include all subcontractors/vendors as additional insureds under its policies **OR** Permittee/Licensee shall be responsible for ensuring and verifying that all subcontractors/vendors 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 Permittee/Licensee that its subcontractors/vendors have insurance coverage. All subcontractors/vendors meeting the criteria for auto liability are subject to the insurance specifications identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Permittee/Licensee may, on behalf of its subcontractors/vendors, waive a specific type of coverage or limit of liability where appropriate under the subcontract. Contractor assumes liability for all subcontractors/vendors with respect to this Contract.

## 7.9. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

## 8. Submittals

### 8.1. Copies

#### **For In-Person and Carrier Delivery**

If submitting a hardcopy offer to the City, please submit one original, 1 copy, and one electronic copy (portable thumb drive) of the Submittal Section and addenda(s). Please include updated W-9, a sample invoice and all other required documentation.

#### **For Electronic Submittal via email**

If submitting an electronic offer to the City via email, please submit one copy of the Submittal Section and addenda(s). Please include an updated W-9, a sample invoice and all other required documentation.

**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).

**Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.**

#### **Additional required documentation to be included with submittal:**

Offeror will submit documentation on the below items for employees who will be providing services under any resulting contract:

#### **• List certifications required**

### 8.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

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
- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.
- B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
- C. Submittal Forms - All submittal forms are completed and signed.
- D. Addenda - Signed copies of all published addenda.

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. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

### 8.3. Additional Quantities

By signing and submitting this solicitation, Offeror agrees that the City may, at any time prior to June 1, 2024, purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.

#### **OR**

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual production well, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall indicate in their offer.