



City of Phoenix

## REQUEST FOR QUALIFICATION

RFQu-24-0392

# MAINTENANCE, REPAIR, REPLACEMENT, AND ALTERATION (MRRA) OF RESIDENTIAL SERVICES

City of Phoenix

Finance Central Procurement

251 West Washington Street, 8th Floor

Phoenix, AZ 85003

RELEASE DATE: September 10, 2024

DEADLINE FOR QUESTIONS: September 24, 2024, 2:00pm, Phoenix Time

RESPONSE DEADLINE: October 01, 2024, 2:00pm, Phoenix Time

City of Phoenix  
REQUEST FOR QUALIFICATION  
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Maintenance, Repair, Replacement, and Alteration (MRRA) of  
Residential Services

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Attachments and Submittal Forms:

RFQu-24-0392 - Pricing Proposal (Attached Separately)

Submittals - 24 Hour Emergency Contact rev 2-2023.

Submittals - Conflict of Interest and Transparency rev 2-2023

Submittals - Contractor Licensing Requirements rev 2-2023

Submittals - Costs and Payments rev 2-2023

Submittals - Debarment & Exclusion rev 2-2023

Submittals - Offer Page rev 3-2023

Submittals - Place of Business rev 2-2023

Submittals - References rev 2-2023

Submittals - Service Completion Date rev 2-2023

# 1. Introduction

## 1.1. Summary

The City of Phoenix is seeking residential and commercial maintenance, repair, replacement, and alteration (MRRRA) of residential services and commercial/residential appliances repair on an “as needed” basis for a five (5) year period, according to the provisions, specifications, and attachments contained herein.

In addition, The City of Phoenix Neighborhood Services Department (NSD) made Federal, State, and local funding available to provide construction and appliance repair and replacement services to assist eligible homeowners with home repair projects. NSD only intends to contract with companies in each construction category, and work assignments will be rotated.

The City intends to enter into contract with firms in the construction trade areas of electrical, HVAC, plumbing, roofing, general home repairs, electrical and also in the appliance delivery and installation service. Contractors used by NDS only for work referrals will be rotated amongst all firms to ensure equitable utilization. General repairs are defined as low-dollar handyman work which include minor carpentry, window repair, drywall patching, floor installation, glass repair, exterior stucco patching, etc.

The Neighborhood Services Department receives funds from; Utility Repair & Replacement & Deposit (URRD) Funds, CDBG and Weatherization funds will be utilized for these services and are made available from the U.S. Department of Housing Urban Development (HUD), Arizona Department of Housing, and the Arizona Community Action Association. In addition, the local utility companies of Arizona Public Service, Salt River Project, and Southwest Gas make contributions to this program. These funds are administered by the City of Phoenix, Neighborhood Services Department.

## 1.2. Contact Information

### **Alejandro Rozenberg**

Finance Procurement Officer

251 West Washington Street, 8th Floor

Phoenix, AZ 85003

Email: [alejandro.rozenberg@phoenix.gov](mailto:alejandro.rozenberg@phoenix.gov)

Phone: [\(602\) 495-5456](tel:(602)495-5456)

### **Department:**

Finance Central Procurement

### 1.3. Timeline

#### **Schedule of Events**

The City reserves the right to change dates, times, and locations, as necessary. All times are local Phoenix time. 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 (Alejandro Rozenberg) at (602) 495-5456/Voice or 711/TTY, or [alejandro.rozenberg@phoenix.gov](mailto:alejandro.rozenberg@phoenix.gov), no later than two (2) weeks prior to the meeting.

<b>Solicitation Issue Date</b>	September 10, 2024
<b>Pre-Offer Conference (Non-Mandatory)</b>	<p>September 17, 2024, 11:00am, Phoenix Time Webex Meeting</p> <p><b>Join from the meeting link</b></p> <p><a href="https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m3ca58e3799b5948f48bb857cda7ab966">https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m3ca58e3799b5948f48bb857cda7ab966</a> [<a href="https://cityofphoenix.webex.com">cityofphoenix.webex.com</a>]</p> <p><b>Join by meeting number</b></p> <p>Meeting number (access code): 2634 881 9116 Meeting password: v7G3pGW7XZA</p> <p><b>Tap to join from a mobile device (attendees only)</b></p> <p><a href="tel:+1415655000126348819116">+1-415-655-0001,,26348819116##</a> US Toll</p> <p>Need help? Go to <a href="https://help.webex.com">https://help.webex.com</a> [<a href="https://help.webex.com">help.webex.com</a>]</p>
<b>Written Inquiries Due Date</b>	<p>September 24, 2024, 2:00pm, Phoenix Time</p> <p>Submit all written inquiries to <a href="mailto:alejandro.rozenberg@phoenix.gov">alejandro.rozenberg@phoenix.gov</a></p>
<b>Offer Due Date</b>	<p>October 01, 2024, 2:00pm, Phoenix Time</p> <p>Please submit Offers electronically to <a href="mailto:Procurement@phoenix.gov">Procurement@phoenix.gov</a></p>

## **2. Instructions**

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

The City of Phoenix invites offers for maintenance, repair, replacement, and alteration (MRRRA) of residential services AND citywide repair of appliances for a five-year contract commencing on or about January 01, 2025, 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.

## 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, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. 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.

Offers must be submitted electronically by email to [procurement@phoenix.gov](mailto:procurement@phoenix.gov) and the following information should be noted in the email:

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number
- D. Solicitation Title
- E. Offer Opening Date
- F. Due to file size limitations for electronic transmission (for sending or receiving), 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 (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

- G. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

## 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. Special Requirements

The Offeror(s) must be qualified, certified, and registered with the appropriate regulatory agency.

In order for an RFQu response to be considered, the Offeror shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any questions in regard to these requirements shall be directed to the Equal Opportunity Department, (602) 262-6790.

## 2.16. Qualification Criteria

Statement of Qualifications shall relate specifically to the following items for evaluation and selection purposes:

Experience and Qualifications (See Section 4 - Evaluation Process).



## 2.17. Minimum Qualifications

The qualified and responsive offeror must meet **all** minimum qualifications listed below. Should an offeror fail to meet one of the minimum qualifications identified, the offer will be disqualified as non-responsive.

- A. Contractor must have a minimum of two (2) years conducting business within the Phoenix Metropolitan Area and the normal business activity during the past two (2) years will have been providing the services in this solicitation.
- B. Contractor must have and maintain full-time company representation located in the Phoenix Metropolitan Area, with the ability and authority to address all contract issues that may arise.

## 2.18. Content of Response

The Offerors' response will include the following:

- A. Description of how the work would be performed.
- B. Cost estimate for completing requested work, including hourly or daily rates where appropriate.
- C. Names and resumes of the proposed staff, including managers and supervisors.
- D. Brief assessment of the present workload capacity.
- E. Offeror's proposed time frame for completion of the work.
- F. Documentation of the Offeror's commitment to Equal Employment Opportunity.
- G. List of current business references.

## 2.19. Evaluation and Selection

After evaluating all submissions, the City may ask some or all the firms that submitted a response to participate in interviews. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.

RFQu responses should be concise, well-organized per the requested information, clearly written and limited to no more than 5 **pages** including resumes. The review process places considerable emphasis on the responsiveness of the RFQu response to the requirements outlined above. RFQu responses that are not written specifically in response to this request cannot receive serious consideration.

All RFQu responses will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.

The firms under consideration for this RFQu, will be evaluated by an evaluation committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

## 2.20. Agreement

The City will require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFQu.

The language contained in this RFQu and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this RFQu does not commit the City to enter a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

## 2.21. 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.

## 2.22. 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.

## 2.23. 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.

## 2.24. 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.

## 2.25. 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.

## 2.26. Contract Award

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

## 2.27. 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.

## 2.28. Evaluation of Competitive Sealed Offers

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

## 2.29. Detailed Evaluation of Offers and Determination of Competitive Range

The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

## 2.30. Offers Not Within the Competitive Range

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

## 2.31. Discussions with Offerors in the Competitive Range

The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

## 2.32. Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

The Procurement Officer will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

### 3. Scope of Work

#### 3.1. Scope of Work

This contract is for the maintenance, repair, replacement, and alteration (MRRA) of residential services in the City of Phoenix.

For each of the residential services, the following types of activities are eligible under the Housing Rehabilitation Programs and the Utility Repair and/or Replacement Program:

- Diagnostic Services only
- Repair/Replacement only
- Diagnostic and Repair/Replacement combined
- Delivery/Installation of Residential Appliances

In addition, the City requires repairs of residential and commercial appliances citywide.

- Repair of Appliances

#### 3.2. Contractor Responsibilities

The following responsibilities apply to all Contractors in the various construction trades:

A. Performance:

1. The Contractor shall furnish all necessary labor, tools, equipment, materials, and supplies to perform the required services at various locations. In addition, Contractor shall be responsible for permits, landfill or dumping fees, dust control, transportation, and any other service necessary to complete the assigned work. All contractors must be licensed, bonded, and insured prior to any commencement of work.
2. Appliances work shall be performed on an as-needed basis, when an authorized City representative reports a malfunction to the Contractor.

B. Hours of Work:

1. Work shall be performed during regular business hours, which may start at 6:30 a.m. or later as requested by the Customer Department, and will go through 5:00 p.m., Monday through Friday, for regular (normal) calls, except emergencies.
2. Emergency work shall be performed during off business hours, which may start at 5:01 p.m. or later as requested by the Customer Department, and will go through 6:29 a.m., Monday through Friday, and 24-hours on weekends for emergency calls, except emergencies.

C. Emergency Calls vs. Regular (Normal) Calls:

1. **Regular (Normal) Call Outs-** requires the contractor to respond via return phone call within one to two hours (1-2) from time of contact by Department Representative and

provide service within twenty-four (24) hours of initial contact, to assess critical system deficiencies, equipment and repair as noted in contract, or provide written estimate.

- a. Contractor must contact requesting department if the time response/service requested is different than expected.
2. **Emergency Call Outs-** requires the contractor to respond via a return phone call within one to two hours (1-2) from time of contact by Department Representative, and provide same day service (and repairs, if required by the Customer Department); preferably within four (4) hours.
  - a. Contractor must contact requesting department if the time response/service requested is different than expected.
3. Prior to major (non-emergency) repair approvals, Contractor shall provide the authorized Department Representative with a written quotation/estimate, detailing parts and labor charges within twenty-four (24) hours of request. The written quotation/estimate shall include all billable costs, labor and parts.

D. Response Time/Emergencies:

1. Contractor shall contact the home owner/occupant to schedule an appointment within two business days of notification from the City. If Contractor cannot make contact within two business days, Contractor shall notify the designated City representative by the third day. Once the appointment is scheduled an email to the requestor is required to notify of time and date of appointment.
2. If the City declares the situation to be an emergency, The Contractor shall contact the homeowner/occupant within twenty-four (24) hours from the time of first notification, and make every effort to complete the repair as soon as possible at no additional cost.

E. Time of Arrival and Departure:

1. The Contractor, on occasion, may be requested to provide an inspection and diagnostic review for the construction services, and will be required to complete a form furnished by the City within one business day of the inspection. The report may be emailed, faxed, or hand delivered. For these services, the Contractor utilizes the diagnostic fee regardless of the number of items that are addressed in the diagnostic report unless the diagnostic review goes over **two hours**. At this time the labor rate applies.
2. The Contractor shall submit digital photographs as follows: a) front of the property; and b) before photos of the work requested. Following completion of the work, Contractor shall also submit photos, emailed via .jpg or hand delivered, of the actual repair and/or replacement. If an appliance replacement, photo of the model and serial number tab is required.

F. Inspection and Diagnostic Review of Residential Appliances:



1. Upon completion of the inspection and diagnostic review, the Contractor must contact the designated City staff to make recommendations and relay the cost estimate for the repairs. Upon the City's written authorization of the repair, the Contractor shall proceed with the work with a pre-approved amount. Unless there is written approval by the designated City staff, recommended repairs shall not exceed \$10,000.
2. If repair of the unit or item is not feasible, the Contractor must send a completed Diagnostic Report within one business day to the designated City staff and indicate no repairs will be made. It may be emailed, faxed, or hand delivered as agreed upon.
3. Service Call is the initial trip made by the Contractor to the location of the item in need of repair. Contractor conducts an assessment to create an estimate.

G. Work Proficiency:

1. Contractor shall be proficient in working with residential and/or commercial American Range, Blodgett, Imperial, Wolf and Viking style stoves, ranges and other name brand commercial gas/electric kitchen equipment.

H. Entrance to Property

1. Contractor shall not enter a property where children under the age of 18 are present without the presence of an adult.
  - a. Contractor shall notify the requesting City department immediately should this incident occur.

I. Safety:

1. The Contractor shall assure proper safety during the performance of the work assignment by providing for the placement of barricades, tarps, plastic, flag tape and other safety-traffic control equipment required to protect its employees, the public, surrounding environment, equipment, and vehicles. Contractor shall assure that the vehicular traffic is not impeded during the project.

J. Background Screening - Maximum Screening (NSD and Housing Supplemental ONLY)

1. Subcontractors will be required to have proper background screening before providing services.
  - a. Proof must be shown prior to commencement of service to requesting department.
  - b. Requesting Department must approve the usage of subcontractor and its representatives whom will perform the services.
2. Background screenings for Subcontractors will be be paid by the Contractor.

K. Security of Site:

1. The Contractor and/or its employees shall comply with the following security requirements as follows:

- a. Keep the property/facility properly locked at the end of each work day;
  - b. Do not allow unauthorized persons to enter the property/facility;
  - c. Do not allow guests, including children, in the property/facility;
  - d. Do not touch owner's property such as office equipment, desks, file drawer, cabinets; or any personal items;
  - e. Do not use the telephones, except in an emergency.
2. Failure to comply with these security requirements will be sufficient cause to forbid future work assignments or may result in termination of the contract.
- L. Contractor Performance Standards and Expectations:
1. Be an example of service excellence. Provide the homeowner with quality products and deliver consistent, outstanding service.
    - a. Treat all customers (including city staff) fairly, with dignity and respect; in other words, treat them as you would like to be treated.
    - b. Ensure regular customer communication. Be responsible for scheduling all work and keeping your customer and rehabilitation specialist informed of all scheduled work planned or unavoidable delays.
    - c. Listen with care and take responsibility for your actions.
    - d. Deliver Housing Rehab services efficiently, ensuring high quality customer service and fair prices to the homeowner.
    - e. Perform prompt quality workmanship on projects and any follow-up warranty service.
    - f. Exhibit professional conduct that conveys a favorable impression upon your business and the City of Phoenix.
- M. Cleaning of Site:
1. The Contractor shall keep the premises clean of all debris generated by the work assignment and shall leave the premises neat and clean daily. Contractor shall be responsible for all surplus material, rubbish, and debris that must be disposed of at its own expense.
- N. Storage of Equipment:
1. The Contractor shall remove or safely store on a daily basis, all materials, tools, equipment, etc. that is utilized during the progress of the project.
- O. Reports:
1. The Contractor shall prepare a Diagnostic Report which shall include the specifications and description of the complete repair or replacement work to be performed. If

Contractor fails to include specific details regarding labor and/or materials for the project in this report, Contractor is still required to complete the project as intended.

P. Non-Allowable Activities:

1. If Contractor leaves the work site to obtain equipment and/or parts, the time spent off site is not an allowable cost. City shall allow only one service call per location.

Q. Ground Disturbance:

1. Contractor shall obtain **prior** written approval from City for any project that requires digging due to federal regulations that mandate a prior environmental assessment before digging can occur. Failure to obtain the City's written consent may result in fines and/or a Class IV felony.

R. Specifications:

1. The Contractor shall provide specifications for all units/items to be repair/replaced. If the unit/item has not been included on the Price List, Contractor shall be required to use Builder's Grade materials. The maximum amount for repairs and/or replacement products shall be \$10,000 per request, unless a higher amount is approved by the City. If the Contractor recommends expansion of the scope of the work or recommends a different specification of product, the Contractor must obtain prior written approval from the City.
2. Systems shall be returned to manufacturer's specifications.

S. Energy Efficient Appliances:

1. The Contractor shall install appliances that include, but are not limited to, refrigerators, and/or water heaters that are designated Energy Star or meet current energy efficiency standards.

T. Ancillary Work:

1. All ancillary work **MUST** be authorized and pre-approved by the City and shall be billed at the stated categorical labor rate plus material costs. All applicable receipts shall accompany invoices for ancillary work.

U. Warranty Documents and Warranty Work:

1. The Contractor shall give warranty documents, operational instructions, and any other special instructions of the replaced product(s) to the homeowner/occupant following completion of the project.
  - a. If requested by an authorized City representative, warranty documents, operational instructions, and any other special instructions provided to the homeowner/occupant shall also be available, at no cost to the City.

2. Contractor will obtain the homeowners signature on the warranty checklist provided by the City and include it when submitting the invoice.
3. During the warranty period, if homeowner contacts Contractor who returns to the worksite for the warranty repair and determines that it is unrelated to the original work, Contractor shall be aware that the City will not be responsible for the additional charges and must obtain payment from the homeowner/occupant.

V. Invoicing:

- a. Upon completion of services, Contractor shall submit an itemized invoice to the designated City representative within 14 days. Invoice shall include, but not be limited to: contract number, invoice number, date and line item description of work performed, and cost of labor and materials. Upon acceptance and approval of work performed, the City shall authorize payment no later than 30 days. Payment of any invoice shall not preclude the City from making claim for adjustment on any service found not to have been in accordance with the contract.

W. City Scheduled Meetings:

1. Prior to commencement of any work under this contract, Contractor may be requested to attend a post award and/or pre-construction meetings to discuss, at a minimum, but is not limited to: the description of the work, response time, required reports, City staff directions, and schedule and operational procedures.

X. Telephone Use:

1. Personal cell phone use by contractor employees is prohibited while performing duties under this contract. Telephone calls from all types of phones are restricted to breaks and lunches. Emergency calls will be placed and received at designated City telephones only. This includes communications between Contractor Management and on site employees.

Y. Lead – Based Paint:

1. Contractor must adhere to the EPA's Renovation, Repair and painting Rule (RRP Rule) and be an EPA trained and certified RRP Firm prior to award.

Z. Hazardous Materials Requirements - SDS:

1. 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. The Contractor shall provide required safety and health training for the City employees on each product offered and for proper product 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 bid 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 containers(s), unopened and must be returned at least forty-five (45) calendar days prior to any shelf-life expiration date noted on the product container(s).

2. All product containers provided should exhibit the Hazardous Material Identification System (HMIS) and/or the National Fire Protection Association (NFPA) labels/ratings on the containers. City reserves the right to purchase the product that in the City's opinion is the least hazardous material suitable for use in the City's operations, price notwithstanding.

AA.Warranty:

1. All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of one (1) year from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City. Warranty work requirements shall be performed by a technician on-site with a guarantee response time of twenty-four (24) hours for extreme emergencies that are health and safety issues, as determined by the City, seven (7) days a week, twenty-four (24) hours per day. City acceptance will be determined by the date of actual installation and start-up.
2. Contractors must adhere to ARS32-1162. If a new version of current statute is revised, that law language will supersede the below. (NSD ONLY)
  - a. A person may file a written complaint pursuant to section 32-1155 with the registrar alleging a licensee has committed a violation of this chapter. The complaint must be filed:
    - i. For new home builds or other new building construction, within two years after the earlier of the close of escrow or actual occupancy.
    - ii. For all other projects, within two years after the completion of the specific project.
  - b. For licensure regulatory purposes under this chapter, a licensee's qualifying party is responsible for any violation of this chapter committed by the licensee during the period of time that the qualifying party is named on the license. This subsection does not impose personal liability on the qualifying party for a licensee's violation of this chapter.
  - c. For licensure regulatory purposes under this chapter, a person named on a license is responsible for any violation of this chapter committed by the licensee during the period of time that person was named on the license. This subsection does not impose personal liability on a person named on a license for a licensee's violation of this chapter.

- d. A licensee doing business as a sole proprietor may be personally liable to the registrar for the purposes of enforcing this chapter, including subrogation proceedings brought by this state pursuant to section 32-1138.
  3. Defects in appliances and plumbing and electrical fixtures properly installed by the contractor should be limited to the manufacturer's warranty. These standards are subject to revision as methods of construction or materials used in construction continue to change. If there is any conflict between the workmanship standards and building code requirements, the latter should prevail.
  4. AZ Registrar of Contractors (NSD ONLY)
    - a. Contractors must adhere to Rule 4-9-108 - Workmanship Standards. If a new version of current rule is revised, that law language will supersede the current one below. (NSD ONLY)
      - i. A contractor shall perform all work in a professional and workmanlike manner.
      - ii. A contractor shall perform all work under any applicable building codes and professional industry standards.
      - iii. All work performed by a contractor in a county, city, or town that has not adopted building codes or where any adopted building codes do not contain specific provisions applicable to that aspect of construction work shall be performed in accordance with professional industry standards.
- A. Pre-Construction Conference:
  1. A pre-construction conference may be held by the project manager 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.
- B. HUD Contractor Requirements (NSD and Housing ONLY):
  1. All contractors shall adhere to Section 3 of HUD when applicable.
  2. Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations be directed to low-and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low—and very low income persons.
  3. Contractors are required to complete Section 3 Business Certification forms annually. Forms must be completed and returned. Please take the time to evaluate your business's Section 3 qualifications; the U.S. Department of Housing and Urban

Development monitors the City's efforts in utilizing Section 3 businesses, accurate reporting will help ensure continued federal funding.

C. Exclusions:

1. Funded organizations must have a Unique Entity Identifier (UEI) number and provide proof they've initiated registration with SAM.gov prior to the submission date.
  - a. The UEI number can be obtained for free.
  - b. Contact the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov).
  - c. Organizations must be registered with SAM.gov prior to contracting with the City of Phoenix.

D. Method of Ordering (Verbal Orders):

1. Individuals specifically authorized by the Neighborhood Services Departments (NSD) will place verbal orders directly to Contractor. A follow up email or fax may be issued for the order. Written purchase orders will not be issued. Invoice(s) will be emailed to ordering agency.

E. License:

1. The contractor must have a current contractor's license issued by the Arizona Registrar of Contractors. The license classification must be appropriate for the type(s) of bid(s) the contractor will submit. All work must be completed in a professional workmanlike manner in compliance with the workmanship standards of the Registrar of Contractors as established by A.R.S §§ 32-1101 through 32-1171, with all applicable laws, statutes, ordinances, building codes or rules and regulations and the Housing Rehab Contractor Rehabilitation Standards manual. Any unresolved Registrar of Contractors complaints under the current or other vendor names that you have done business as shall be disclosed and explained to staff before submitting an application. Contract must report any changes to NSD within 2 business days.
  - a. A copy of the Contractor's license and/or certification may be requested by the City, at the time of confirmation of an assignment.
2. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

### 3.3. Appliance Requirements (Citywide)

A. Repair procedures are as follows:

1. When a repair is needed, a Department Representative will call the vendor and notify the vendor of the location and the problem with the appliance.
2. When notified by the Customer Department Representative, the Contractor will receive a purchase order. This number shall be on the invoice and any other documents in reference to the repair.
3. When the problem is determined by the vendor, the vendor will call the Department Representative and notify them of what the problem is, the time it will take to make the repair and an estimate of the total cost for the repair.
4. The Department Representative will determine if it is cost effective to repair the appliance. Approvals will be in writing by the Requesting Department if it is cost effective to repair the appliance. If approval is denied, return appliance to assembled condition.
5. Contractor is expected to carry sufficient parts in service vehicles to expeditiously repair and maintain appliances indicated in the "Description of Appliances to be Repaired" Section. Freight charges, if any, shall be at the contractor's expense.
6. Contractor will develop and suggest a preventative maintenance program for all commercial appliances that require regular maintenance, including, but not limited to, ice machines, walk-in refrigerators, and freezers.

### 3.4. Description of Appliances to be Repaired (Citywide)

#### A. Residential/Commercial Appliances

1. Residential washing machines, top loaders and front loaders.
2. Residential dryers, top loader and front loaders.
3. Residential dishwashers.
4. Residential refrigerators.
5. Residential microwaves.
6. Coffee makers; various brands.
7. Steamers (Gas and Electric)
8. Kettles / Steam Jacket (Groen and various name brand manufacturers, Gas and Electric)
9. Warmers (Electric)
10. Ice machines (Scottsman, Manitowac, various name brand manufacturers)
11. Residential /Commercial refrigerators and freezers (i.e. Turbo Air / Mc Call, Continental and various name brand manufacturers)
12. Convection ovens



13. Ranges / Stoves (American Eagle and Various Manufacturers)
14. Walk-in-Freezer / Refrigerators
15. Flash Freezers
16. Steam tables
17. Mixers
18. Garbage disposals
19. Residential microwaves
20. Coffee makers; various brands
21. Hobart mixers
22. Robo Coup Food Processors
23. Slicer
24. Dishwashers

- B. The City may request repair estimates and repair services from the contractor for larger residential/commercial appliances.

### 3.5. City Responsibilities

The City shall:

- A. Assign City Staff as a point of contact for tasks and activities associated with the Scope of Work requirements.
  1. The designated City staff will have the authority to approve and authorize all work under this contract.
- B. Assist the Contractor by providing information pertinent to the project.
- C. Monitor and analyze the effectiveness of the program.
- D. Conduct meetings as necessary.

### 3.6. Services Needed

A. GROUP I: Plumbing Services

1. All plumbing repairs made shall be warranted for a minimum of one (1 year) with the exception of the sewer line snaking, which will carry warranty for thirty (30) days.
2. Diagnostic Analysis: Use all necessary tools and spend up to two hours in diagnostic analysis time to trouble shoot the problem. If the diagnosis and repair can be made in the initial 2-hour trip charge, then there will be no hourly charges added to the service call. Contractor shall not remove any component of the structure, which he cannot return to its original condition. Contractor shall complete and submit a comprehensive

description report and cost estimate. After diagnostics analysis, if a repair is authorized requiring a second trip, the labor rate per person will apply.

3. Video all drain lines, main lines, waste lines, and sewer lines through sewer vents and sewer line cleanouts (if available). Provide a video recording by a means mutually agreed by the parties including, but not limited to a flash drive or Secured Digital Memory card and report of any conditions noted. All material and labor and any associated costs to complete the work shall be included in the unit pricing.
4. Electro-clean all drain lines, main lines, waste lines, and sewer lines through sewer vents and sewer line clean-outs (if available). Provide report of any problems noted.
5. Replace one gas flex, shut off valve and reconnect to existing gas appliance.
6. Water Heater: Supply, Delivery and Installation and Removal - Supply, delivery and installation of an Energy Star or meet current energy efficiency standards rated 6-year warranty water heater (electric or gas) complete per UPC requirements. Include water supply flex lines. Include gas flex line for gas water heater. Price includes removing and safely disposing of the previous unit from the site. Includes all supply lines, ball valves, T and P lines to extension. Sizes are as follows:
  - a. 30 gallon electric
  - b. 40 gallon electric
  - c. 50 gallon electric
  - d. 30 gallon gas .62 energy efficiency rating
  - e. 40 gallon gas .62 energy efficiency rating
  - f. 50 gallon gas .62 energy efficiency rating
  - g. 40 gallon heat pump
  - h. 50 gallon heat pump
7. Mobile Home Rated/Designed - Water Heater, Supply, Delivery, Installation, and Removal. Includes all supply lines, ball valves, T and P lines to extension.
  - a. 30 gallon electric
  - b. 40 gallon electric
  - c. 50 gallon electric
  - d. 30 gallon gas .62 energy efficiency rating
  - e. 40 gallon gas .62 energy efficiency rating
  - f. 50 gallon gas .62 energy efficiency rating

8. Water Closet Supply, delivery, installation and removal: New, 2-piece, white, vitreous china water saver water closet. Include new wax seal, anchor bolts with caps and solid plastic seat. Sizes are as follows:
  - a. 1.5 gallon, standard height – elongated
  - b. 1.5 gallon, standard height – round
  - c. 1.5 gallon, ADA approved
9. New Kitchen Sink includes all new accessory plumbing to reconnect (SS lines, basket strainers, and valve to wall angle stops): 8” deep, double bowl, 20-gauge, Grade “A” stainless steel sink. Include metal duo basket with strainers, 2-part waste, trap and waste wall. Also, include a single lever swing spout washer-less center set.
  - a. New Kitchen Faucet
  - b. New Bathroom Faucet (4")
  - c. New Bathroom Faucet (8")
  - d. Remove and replace angle stops and QTR turn
  - e. Stainless steel braided supply line water closet
  - f. 2 supply lines for Bathroom
  - g. 2 supply lines for Kitchen
  - h. 2 supply lines for Laundry Room
10. Standard Vanity: Imitation cultured marble vanity top include side splash, if applicable. Include standard center set with pop-up assembly, trap and drain to wall. Sizes are as follows:
  - a. 24” wide vanity
  - b. 30” wide vanity
  - c. 36” wide vanity
11. . Shower Valve Tub Spout: Single handle anti-scald washer-less (with smitty plate, if needed). Also, include a chrome goof plate. Shower head shall be water saver.
  - a. Shower valve assembly with showerhead and tub spout assembly
  - b. Install main supply line ball valve
  - c. Remove and replace main service line with rolled copper per linear foot
12. Miscellaneous Plumbing Repairs
  - a. Minor Plumbing repair up to 3 feet (copper)
  - b. Minor Plumbing repair up to 3 feet (PEX)

- c. Minor Plumbing repair up to 3 feet (PVC)
- d. Repair metal toilet flange
- e. Remove and replace metal toilet flange
- f. Repair toetap assembly
- g. Remove and replace toetap assembly
- h. Repair metal enclosure DHW with pad
- i. Remove and replace metal enclosure DHW with pad

**B. GROUP II: HVAC/Mechanical Services**

1. Diagnostic Analysis: Use all necessary tools and spend up to two hours in diagnostic analysis time to trouble shoot the problem. If the diagnosis and repair can be made in the initial 2-hour trip charge, then there will be no hourly charges added to the service call. Contractor shall not remove any component of the structure, which he cannot return to its original condition. Contractor shall complete and submit a comprehensive description report and cost estimate. After diagnostics analysis, if a repair is authorized requiring a second trip, the labor rate per person will apply.
2. Refrigerant: Remove and recharge refrigerant.
3. Duct Cleaning: Duct cleaning companies must be National Air Duct Cleaning Association (NADCA) members. All NADCA members must have certified Air System Cleaning Specialists (ASCS) on staff who have taken and passed the NADCA Certification Examination. Cleaning to include all supply and return ducts, plenums, coils, drain pan, registers/grills, blower motor, and assembly and heat exchanger. Pre and post photographs will be required with submittal of invoice for payment.
  - a. Pricing based on home square footage (sqft):
    - i. 0-1000 sqft.
    - ii. 1001-2000 sqft.
    - iii. 2001-3000 sqft.
    - iv. 3001-or greater sqft.
4. Evaporative Cooler Replacement: Provide all labor and materials to remove existing unit and install one of the coolers stated below with a 2-speed motor, re-circulation pump, economy grade drain hose to ground level, Clean Machine, float valve, leg kit and low voltage thermostat:
  - a. 3000 CFM single inlet
  - b. 4500 CFM single inlet
  - c. 5500 CFM single inlet

- d. 4500 Down Draft four-sided cooler
  - e. 5500 Down Draft four-sided cooler
  - f. 4500 Side Draft three-sided cooler
  - g. 5500 Side Draft three-sided cooler
  - h. 3500 CFM Window View Cooler
  - i. 4000 CFM Window View Cooler
  - j. Roof Jack w/serviceable automatic damper (if applicable)
5. HVAC
- a. Thermostat replacement (standard, digital, non-programmable) for HVAC
  - b. Install Thermostat for Evaporative Cooler
  - c. Install Thermostat for Furnace
6. Gas Furnaces supply, delivery and installation of one of the units listed below:
- a. 75,000 down draft, includes normal installation
  - b. 75,000 up draft, includes normal installation
  - c. 75,000 gas furnace with split system, includes installation
  - d. 75,000 down draft, includes normal installation for Mobile Homes
  - e. 75,000 up draft, includes normal installation for Mobile Homes
  - f. 75,000 gas furnace, including installation with split system for Mobile Homes
  - g. Gas wall heater installed in single wall
  - h. Gas wall heater installed in double wall
7. Air Conditioning Replacement supply, delivery and installation (Adhere to Seer 2.0 current standards) of one of the units listed below:
- a. Include new elbow and iron stand or curb. New disconnect with proper over current protection and new t-stat.\
    - i. Roof Top Heat Pump
      - I. 2 Ton
      - II. 2 ½ Ton
      - III. 3 Ton
      - IV. 3 ½ Ton
      - V. 4 Ton

VI. 5 Ton

ii. Roof Top Gas Pac

I. 2 Ton

II. 2 ½ Ton

III. 3 Ton

IV. 3 ½ Ton

V. 4 Ton

VI. 5 Ton

iii. Split System Heat Pump (includes permit)

I. 2 Ton

II. 2 ½ Ton

III. 3 Ton

IV. 3 ½ Ton

V. 4 Ton

VI. 5 Ton

iv. Split System Gas, Furnace, Coil and Condenser (includes permit)

I. 2 Ton

II. 2 ½ Ton

III. 3 Ton

IV. 3 ½ Ton

V. 4 Ton

VI. 5 Ton

C. GROUP III: Roofing Services – please note, in order to perform roof replacement #2 and #4 below, a CR 42 license is required.

1. Diagnostic Analysis: Use all necessary tools and spend up to two hours in diagnostic analysis time to trouble shoot the problem. If the diagnosis and repair can be made in the initial 2-hour trip charge, then there will be no hourly charges added to the service call. Contractor shall not remove any component of the structure, which cannot return to its original condition. Contractor shall complete and submit a comprehensive description report and cost estimate. After diagnostics analysis, if a repair is authorized requiring a second trip, the labor rates per person will apply.

2. Remove existing roofing materials down to the decking, prepare the deck as needed to provide a sound base. Install 30-year, seal down, fiberglass shingles over 15# organic felt per manufacturer's specifications. Color to match adjacent shingles as close as possible.
  - a. Install Dimensional roof shingles per square ft.
  - b. Install Foam roof per square ft.
  - c. Install Roof tiles per square ft.
  - d. Install Roof mount attic access 24" x 30"
  - e. Install Tarp roof per square ft.
  - f. Install Minor roof repair per square ft.
  - g. Remove and replace fascia
  - h. Remove and replace shingles
  - i. Remove and replace drip edge
  - j. Install turbines
  - k. Remove and replace turbines
  - l. Remove and replace dormer vent
3. Remove existing roofing materials down to the decking, prepare the deck as needed to provide a sound base. Install a 3-course cold application type roof with APP 30# base, 11# second layer and 72# fiberglass cap sheet with SBS modified bitumen with granular finish. Cap sheet to have 2" laps sealed with lapping roof cement and nailed every four inches. Color to match adjacent roofing as close as possible.
  - i. Flat Areas (less than 2/12 pitch) over livable space: Install new, SBS modified bitumen membrane peel-and-stick type roof with mechanically attached base sheet, self-adhered mid sheet and self-adhered cap sheet with granular finish. Follow the best industry standard roofing practices and manufactures safety and installation instructions. Owner choose color.
4. Replace all rotted/deteriorated decking. Remove existing material and replace with new. Include all nailing and cutting to best utilize materials, per industry standards. Sizes are as follows.
  - a. Standard 4x8 sheet OSB
  - b. Standard 4x8 sheet CC
  - c. 1' x 6"
  - d. 1" x 8"

e. 1" x 10"

f. 1" x 12"

**D. GROUP IV: Miscellaneous/ General Repair Services**

1. Diagnostic Analysis: Use all necessary tools and spend up to two hours in diagnostic analysis time to trouble shoot the problem. If the diagnosis and repair can be made in the initial 2-hour trip charge, then there will be no hourly charges added to the service call. Contractor shall not remove any component of the structure, which they cannot return to its original condition. Contractor shall complete and submit a comprehensive description report and cost estimate. After diagnostics analysis, if a repair is authorized requiring a second trip, the labor rate per person will apply.
2. Stucco: Three-coat stucco system complete. Prepare the existing exterior wall surfaces as needed to include waterproof building paper, 1" rated Styrofoam insulation board, stucco wire, metal screens, expansion joints and corner beads. Scratch coat shall be 3/8" minimum, 3/8" brown coat and a minimum 1/8" finish coat to closely match adjacent finish.
3. Drywall: Prepare the existing interior wall surfaces as needed and provide and install a complete prep for painting, including texturing to match adjacent surface as close as possible. Sheet rock to be standard 1/2" and set to be flush with adjacent material.
4. Flooring – Vinyl Tiles: Provide and install 12' x 12' commercial grade vinyl tiles per manufacturer's specifications. Maximum materials cost for vinyl tile shall not exceed \$2.00/sq.ft.
5. Flooring – Ceramic Tiles: Provide and install 12' x 12' ceramic tiles per manufacturer's specifications. Maximum materials cost for ceramic tile shall not exceed \$2.50/sq.ft.
6. Fencing
  - a. Install block masonry walls per linear ft.
  - b. Repair block masonry walls per linear ft
  - c. Install Cement masonry per linear ft.
  - d. Repair Cement masonry per linear ft.
  - e. Install plaster per square ft.
  - f. Repair plaster per square ft.
7. Miscellaneous
  - a. Interior Paint per square ft.
  - b. Exterior Paint per square ft.
  - c. Install Exterior deadbolt set



- d. Exterior security metal door - Remove and replace
  - e. Install Interior doorknob bedroom/bathroom
  - f. Exterior pre-hung door - remove and replace
  - g. Slab door - Install
  - h. Slab door - Remove and replace
  - i. Remove and replace exterior siding
  - j. Install exterior siding
  - k. Remove, replace, and reglaze window panes - per square ft.
  - l. Install new window panes - per square ft.
- E. GROUP V: Residential Appliances, Furnish, Deliver and Install
- 1. Price is to include removal of unit and legally disposing it from the site.
  - 2. Refrigerators: Sizes are as follows.
    - a. 18-21 cu ft., white, top mounted, Energy Star efficient
    - b. 21.1-24 cu ft., white, top mounted, Energy Star efficient
    - c. 24.1 > cu ft., white, top mounted, Energy Star efficient
  - 3. Stoves: Standard stoves to be standard 30 inches, white, free standing, dual wall and self-cleaning. Back-splash with clock and timer controls to be a minimum 4" – 6" in height. Gas ranges must have sealed burner elements. Sizes are as follows.
    - a. Electric, 4 burner range
    - b. Electric, 4 burner cook-top
    - c. Electric, 4 burner drop-in range
    - d. Electric, wall oven
    - e. Gas, 4 burner range
    - f. Gas, 4 burner cook-top
    - g. Gas, 4 burner drop-in range
    - h. Gas wall oven
    - i. 24" gas or electric free standing range
  - 4. Washer
    - a. Washer, 3.4 cu ft, top load, Energy Efficiency Rated, Simple controls, white
    - b. Washer, minimum 4.5 cu ft, top load, simple controls, white

5. Electric Dryer: 6 cu ft, front load, simple controls, white
6. Gas Dryer: 6 cu ft, front load, simple controls, white
7. Microwave: 7 cu ft, simple controls, white, minimum 1-year warranty
8. Microwave: 1.9 cu ft, simple controls, white, minimum 1-year warranty

F. GROUP VI: Electrical Services

1. All electrical repairs made shall be warranted for a minimum of one (1) year.
2. Diagnostic Analysis: Use all necessary tools and spend up to two hours in diagnostic analysis time to trouble shoot the problem. If the diagnosis and repair can be made in the initial 2-hour trip charge, then there will be no hourly charges added to the service call. Contractor shall not remove any component of the structure, which they cannot return to its original condition. Contractor shall complete and submit a comprehensive description report and cost estimate. After diagnostics analysis, if a repair is authorized requiring a second trip, the labor rate per person will apply.
3. Remove existing electrical service panel. Install a 200 AMP 240 Volt single phase main service panel complete. Reconnect and identify all circuits to properly sized breakers. Installation shall be per NEC, PCC, PEC and utility company specifications. Contact utility company prior to removal of old service and request a customer service representative spot the proposed service location and initiate service attachment request.
4. Modify existing SES Panel
  - a. Install riser, feeder, Point of Attachment (POA), weather head, approved bracing, plastic fillers, knock-out plugs and dead front
  - b. Install two ground rods, gas bond and water bond
5. Remove and replace receptacles with tamper resistant type.
6. Remove and replace existing switches
7. Install copper tails on aluminum wiring using listed purple wire nuts. Replace receptacle with tamper resistant type
8. Install copper tails on aluminum wiring using listed purple wire nuts. Replace switch.
9. Remove and replace receptacle with tamper resistant GFCI receptacle.
10. Install copper tails on aluminum, wiring using listed purple wire nuts. Replace receptacle with tamper resistant GCFI receptacle.
11. Install: one hard wired with battery backup smoke detector.
12. Install: one hardwired with battery backup Smoke/CO detector.

13. Smoke Detector System hardwire/interconnected: Install a whole house system \*per code. Base cost plus additional room. \*System includes two smoke detectors: one in bedroom and one in hallway, or hallway entering the bedroom. Include Additional room cost.
14. Install: one battery-operated Smoke Detector (10-year lithium battery).
15. Install: one battery operated smoke detector/CO Detector (10-year lithium battery).
16. Remove AFCI or GFCI receptacle
17. Install AFCI or GFCI receptacle
18. Install dryer circuit 220
19. Install circuit fridge AMP 15
20. Install circuit appliance AMP 20
21. Install circuit appliance AMP 30
22. Install circuit appliance AMP 40
23. Install circuit appliance AMP 50
24. Install circuit up to breakers - 100 main install
25. Install circuit up to breakers - 125 main install
26. Install circuit up to breakers - 180 main install
27. Install circuit up to breakers - 200 main install
28. Remove existing and Install new exterior security light
29. Install new exterior security light
30. Remove existing and Install new interior security light
31. Install new interior security light

G. GROUP VII - Citywide Appliance Repairs

1. Residential/Commercial Appliances
  - a. Residential washing machines, top loaders and front loaders.
  - b. Residential dryers, top loader and front loaders.
  - c. Residential dishwashers.
  - d. Residential refrigerators.
  - e. Residential microwaves.
  - f. Coffee makers; various brands.

- g. Steamers (Gas and Electric)
  - h. Kettles / Steam Jacket (Groen and various name brand manufacturers, Gas and Electric)
  - i. Warmers (Electric)
  - j. Ice machines (Scottsman, Manitowac, various name brand manufacturers)
  - k. Residential /Commercial refrigerators and freezers (i.e. Turbo Air / Mc Call, Continental and various name brand manufacturers)
  - l. Convection ovens
  - m. Ranges / Stoves (American Eagle and Various Manufacturers)
  - n. Walk-in-Freezer / Refrigerators
  - o. Flash Freezers
  - p. Steam tables
  - q. Mixers
  - r. Garbage disposals
  - s. Residential microwaves
  - t. Coffee makers; various brands
  - u. Hobart mixers
  - v. Robo Coup Food Processors
  - w. Slicer
  - x. Dishwashers
2. The City may request repair estimates and repair services from the contractor for larger residential/commercial appliances.

### 3.7. All Inclusive Pricing

- A. Unit pricing provided in the bid price schedule must be inclusive of all costs such as delivery, freight, disposal, and any other incidental fees. Charges that are not stated within this document will not be permitted under this contract.

## 4. Evaluation Process

### Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Years of Experience</b></p> <p>At the time of bid, the following apply the Contractor:</p> <ul style="list-style-type: none"> <li>A. Contractor must have a minimum of two (2) years conducting business within the Phoenix Metropolitan Area and the normal business activity during the past two (2) years will have been providing the services in this solicitation.</li> <li>B. Contractor must have and maintain full-time company representation located in the Phoenix metropolitan area, with the ability and authority to address all contract issues that may arise.</li> <li>C. Contractor must have the ability to read and understand blueprints, schematic drawings, and written layouts.</li> <li>D. Contractor must be registered with the Arizona Registrar of Contractors and maintain a “good standing” rating throughout the term of this contract. <ul style="list-style-type: none"> <li>○ Contractor shall possess one of the following licenses according to the trade with the Arizona Registrar of Contractors:</li> <li>○ B-01 General Commercial Contractor</li> <li>○ KB-1 Dual Building Contractor</li> <li>○ KB-2 Dual Residential and Small Commercial License.</li> <li>○ CFC license (chlorofluorocarbons) and a CR-63 to install and repair appliances.</li> <li>○ CR-42 Roofing Certification to perform work for the City.</li> </ul> </li> </ul>	Pass / Fail	50 (50% of Total)

2.	<p><b>Statement of Qualification (SOQ)</b></p> <p>Contractor must provide a Statement of Qualification (3 to 5 pages) of the company profile and quality assurance plan to include the following:</p> <ul style="list-style-type: none"> <li>A. A brief narrative of the company profile.</li> <li>B. Description of location of your place of business in accordance with the Phoenix Metropolitan Area.</li> <li>C. A narrative of past contracts or similar projects which demonstrate the capacity to provide Maintenance, Repair, Replacement, and Alteration of Residential Services to municipalities or other large organizations.</li> <li>D. A narrative of company infrastructure and support staff in place to coordinate scheduling, answer questions, provide consultation, and respond to any concerns or issues that may arise during the evaluation process, and how will you ensure that these services are provided effectively and efficiently.</li> </ul> <p>Your SOQ should include a cover letter with narrative requested. We encourage you to highlight your team's qualifications, including key personnel who will be performing such work.</p>	Pass / Fail	50 (50% of Total)
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## 5. Standard Terms and Conditions

### 5.1. 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.

## 5.2. 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.

### 5.3. 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.

#### 5.4. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- D. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

## 5.5. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- 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.

## 5.6. 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.

## 5.7. 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.

## 5.8. 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. 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. **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.

## 5.9. Notice

All notices, consents, approvals, and other communications ("Notice") between the City and Contractor that are required to be given under this Contract shall be in writing and given by (1) personal delivery, (2) email with return receipt requested (read receipt), (3) facsimile transmittal with delivery confirmation, (4) prepaid delivery to any commercial air courier or express delivery service, or (5) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the NSD shall be sent to: City of Phoenix Finance Neighborhood Services Department, [nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov)

Notices to the City shall be sent to: City of Phoenix Finance Department, Procurement Division, [Procurement@phoenix.gov](mailto:Procurement@phoenix.gov)

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Submittal Forms - Offer Page.

## 5.10. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

## 5.11. 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.

## 5.12. 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.

## 5.13. 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.

## 5.14. 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.

## 5.15. 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.

## 5.16. 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.

### **5.17. 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.

### **5.18. 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.

### **5.19. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace**

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The city may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and

injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

## **6. Special Terms and Conditions**

### **6.1. Free on Board (FOB)**

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Various Phoenix Metropolitan residential locations.

### **6.2. Price**

All prices submitted shall be firm and fixed for the initial two-years of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

### **6.3. 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.

### **6.4. Method of Invoicing**

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

- Contract number.
- City purchase order number or shopping cart number.
- Items listed individually by the written description and part number.
- Unit price, extended and totaled.
- Total unit price.
- Applicable tax.
- Quantity ordered, back ordered, and shipped.
- Manufacturer's make, model and serial number of all appliances replaced/installed (Ex: HVAC unit, refrigerator, stove, water heater, etc.)
- Invoice number and date.
- Delivery address.
- Requesting department name and "ship-to" address.

- Payment terms.
- FOB terms.
- Warrant Checklist signed by the homeowner.
- List approved technician (Eligible Employee) on the invoice – must have previously cleared the background screening process and be approved by the City to be cleared to work on site.
- Remit to address
- Original receipt(s)

### 6.5. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

### 6.6. Partial Payments (Citywide Except NSD)

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.

### 6.7. Partial Payments (NSD ONLY)

- A. Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City.

### 6.8. 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.

### 6.9. Estimated Quantities or Dollar Amounts

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.

### 6.10. 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.

## 6.11. 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.

## 6.12. Post Award Conference

A post-award conference will be held 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.

## 6.13. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

If to Neighborhood Services Department ONLY: City of Phoenix, Neighborhood Services Department, 200 W Washington Street, 4<sup>th</sup> floor, Phoenix, AZ 85003-1611, Phone: 602-534-4444, [nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov)

## 6.14. Cleaning

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

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

## 6.15. 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.

## 6.16. 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.

## 6.17. Delivery

All deliveries shall be made between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding City holidays. City holiday calendar: <https://www.phoenix.gov/calendar/holidays>

## 6.18. Delivery / Service Ticket

Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:

- Date
- City purchase order number
- Written description of services which were provided
- Itemized list of materials which were delivered, including quantity
- A unique identification number and Contractor name
- Signature of City employee who accepted for the materials/services

## 6.19. Miscellaneous Fees

- A. Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.
- B. Labor rates (Shop and On-site) shall include overhead, be charged as a flat hourly rate, and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from "check-in" to "check-out" at the worksite.

## 6.20. 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.



## 6.21. 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.

## 6.22. 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.

## 6.23. 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.

## 6.24. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

## 6.25. Specifications

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, even if it has not been detailed in this document.

## 6.26. 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.

## 6.27. 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.

## 6.28. 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.

## 6.29. 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.

## 6.30. 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.

## 6.31. 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.

### 6.32. 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.

### 6.33. 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.

### 6.34. 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.

### 6.35. 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.

### 6.36. 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.

### 6.37. 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

### 6.38. 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.

### 6.39. 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.)

### 6.40. 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

#### 6.41. 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.

#### 6.42. CJIS Security Addendum

This agreement incorporates by reference the requirements of the Criminal Justice Information Services (CJIS) Security Policy (current version 5.9.1, dated October 1, 2022), and as referenced in Title 28 CFR 20.33(a)(7), issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Contractor warrants that it has the technological capability to

handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Contractor expressly acknowledges that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations.

Private contractors are permitted access to criminal history record information systems pursuant to a specific agreement for the purpose of providing services for the administration of criminal justice pursuant to that agreement. Private contractors who perform the administration of criminal justice shall meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies. In accordance with the CJIS Security Addendum, a minimum of a background check (fingerprint) will be administered and required through the Arizona state and federal criminal justice system for all contracted employees who may have access to CJIS information. Background checks (fingerprints) will be performed and received with required clearance prior to receipt of any CJIS information.

### 6.43. Confidentiality

“Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.



Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Confidentiality). Contractor's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

#### 6.44. Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

The City, in its sole discretion, reserves the right, but not the obligation to:

- require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- act on newly acquired information whether or not such information should have been previously discovered;
- unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.

## **7. Federal Contract Clauses - Housing HUD Specific**

### **7.1. HUD Form 5370**

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

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

### **7.2. HUD Form 4010**

All Proposers should carefully review HUD Form 4010, incorporated herein by reference and is incorporated in the Contract between the successful Proposer and the City of Phoenix.

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

### **7.3. Build America, Buy America (BABA) (NSD and Housing ONLY)**

- A. In accordance with sections 70912 and 70914(a) of the Build America, Buy America Act (Pub. L. 117- 58), the AGENCY will ensure all iron, steel, manufactured projects, and construction materials used in the project funded under this Agreement are produced in the United States, unless a waiver applies under section 70914(b) of the Act.

## **8. Defense and Indemnification**

### **8.1. Construction Contracts**

To the maximum extent allowed by law, including Title 34 A.R.S., Contractor (“Indemnitor”) agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents and employees (and any jurisdiction or agency issuing permits for any work included in the project, and its officers, agents and employees) (“Indemnitee”) from any and all claims, actions, liabilities, damages, losses or expenses, (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors (Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses 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 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 is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the City’s 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 under this Contract. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

## 9. Insurance Requirements

### 9.1. Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

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

### 9.2. Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

### 9.3. 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

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor, related to this Contract.
- Coverage must include XCU coverage.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Contractor's policies must be endorsed to provide an extension of the completed operations coverage for a period of nine (9) years.

## 9.4. Automobile Liability

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract

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

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, related to this contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

## 9.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

## 9.6. Builders' Risk Insurance

Policy must be in an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- The City of Phoenix, the Contractor and subcontractors, must be named insureds on the policy.
- Special Causes of Loss coverage must be written on a replacement cost basis and must include coverage for soft costs, flood and earth movement.
- Policy must be maintained until whichever of the following must first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City of Phoenix, has an insurable interest in the property required to be covered.
- Policy must be endorsed such that the insurance must not be canceled or lapse because of any partial use or occupancy by the City.
- Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction,

renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

- Policy must contain a waiver of subrogation against the City of Phoenix.
- Contractor is responsible for the payment of all policy deductibles.

## 9.7. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice to Neighborhood Services Department ONLY must be emailed to [nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov)

Notices to all other departments must be mailed, emailed, or hand delivered to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR [procurement@phoenix.gov](mailto:procurement@phoenix.gov)

## 9.8. Acceptability of Insurers

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

## 9.9. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR [procurement@phoenix.gov](mailto:procurement@phoenix.gov). 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.**

## 9.10. Subcontractors

Contractor's certificates shall include all subcontractors as additional insureds under its policies OR Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as

an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

### 9.11. Approval

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

## 10. Submittals

### 10.1. Copies

Please submit one electronic copy of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may incorporate the successful Offer into the awarded contract.

**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).

### 10.2. 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.

### 10.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual Maintenance, Repair, Replacement, and Alteration (MRRRA) of Residential Services, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.